

**AGREEMENT FOR SERVICES
BY AND BETWEEN THE CITY OF SOUTH BEND, ACTING BY AND THROUGH ITS
BOARD OF PARK COMMISSIONERS AND DOWNTOWN SOUTH BEND, INC.**

THIS AGREEMENT FOR SERVICES (the or this "Agreement") is made effective the 19th day of February, 2018, by and between the City of South Bend, Acting By and Through its Board of Park Commissioners, having its offices at 321 E. Walter Street, South Bend, Indiana 46614 (the "BPC") and Downtown South Bend, Inc., a not-for-profit domestic corporation organized under the laws of the State of Indiana ("DTSB" or the "Provider"), and having its principal place of business at South Bend, Indiana.

WITNESSETH:

WHEREAS, the BPC is a contracting body of the City of South Bend (the "City") and exists and operates under the provisions of I.C. 36-4-9-5, as amended from time to time (the "Act"); and

WHEREAS, pursuant to I.C. 36-4-4-2(a); 36-4-5-3(7); 36-1-3-2; and 36-1-3-3, the BPC has the power and duty to assist the Executive in the efficient and effective operation of government of the City; and

WHEREAS, the BPC has contracted for programs intended to assist the City in community and economic development through efforts promoting and supporting businesses and visitors in Downtown South Bend; and

WHEREAS, DTSB is a not-for-profit domestic corporation created to promote economic and community development within the City of South Bend, Indiana, and has the knowledge, experience, and expertise to deliver programs to enhance Downtown South Bend; and

WHEREAS, DTSB is willing to assist the City in its efforts by providing the requested services which are more specifically described below and in EXHIBIT A and are subject to the terms and conditions of this Agreement; and

NOW, THEREFORE, it is agreed between the parties as follows:

SECTION 1. **Definitions.** For purposes of this Agreement, the following terms have the meanings referred to in this Section:

BPC: The term "BPC" shall mean the Board of Park Commissioners of the City of South Bend.

City Controller: The term "City Controller" shall mean the City Controller or Acting

City Controller appointed pursuant to Indiana Code § 36-4-9-6.

City's Internal Auditor:

The term "City's Internal Auditor" shall mean the City Controller or any person appointed or retained by the City Controller or the BPC for the purpose of auditing the Provider for this Agreement or other agreements of the City.

Competitive Bidding Requirements:

Indiana Code § 36-1-12 with respect to contracts for construction, reconstruction, alteration, repair or renovation of a structure or improvement, and Indiana Code § 5-22 and Common Council Resolution 2690-98 with regard to other transactions.

Contract Administrator:

The term "Contract Administrator" shall refer to the City's Executive Director for the Department of Venues, Parks and Arts, or its designee.

DTSB:

The term "DTSB" shall mean Downtown South Bend, Inc., organized under the laws of the State of Indiana and having its offices in South Bend, Indiana.

Effective Date:

The term "Effective Date" shall mean February 1, 2018.

Expiration Date:

The term "Expiration Date" shall mean January 31, 2021.

Requested Services:

The term "Requested Services" shall mean the services described at EXHIBIT A as well as other expertise and assistance rendered to the City by the Provider.

CBD:

The term "CBD" shall mean the South Bend Central Business District.

Taxes:

All governmental assessments, franchise fees, excises, license and permit fees, levies, charges and taxes, of every kind and nature whatsoever, which at any time during the Term may be assessed, levied, or imposed on, or become due and payable out of or in respect of, (i) activities conducted on behalf of the City.

Term:

The term "Term" shall have the meaning stated in Section

SECTION 2. Retention and Acceptance of Provider, Schedule of Services.

A. The BPC hereby retains the Provider to provide to the City the Requested Services that are more specifically described at **EXHIBIT A** attached hereto and incorporated herein. The Provider hereby accepts the appointment to provide the Requested Services to the City and agrees to provide the Requested Services under the terms and conditions set forth in this Agreement.

B. Upon receipt of a notice to proceed from the BPC, the Provider shall commence the Requested Services in accordance with the terms and conditions of this Agreement. The Provider hereby certifies that it has sufficient experience, expertise and financial aptitude to complete the Requested Services in accordance with the terms and conditions of this Agreement.

C. Should the Provider fail to complete the Requested Services in accordance with the terms and conditions of this Agreement, the Contract Administrator may withhold payments due the Provider. Further, if any damages are imposed against the Provider, any monies due and payable to the City thereby, may be retained out of any monies earned by the Provider under this Agreement. An extension of time may be granted in the event of extenuating circumstances by the Provider applying for and receiving written permission for an extension of time from the BPC.

SECTION 3. Parties' Responsibilities.

A. *Information and Communications.* The Contract Administrator shall provide all reports, and other data requested by the Provider necessary for the Provider to accomplish the Requested Services. The BPC and the Provider agree that the BPC shall be permitted to obtain at no additional cost and to retain any and all documents prepared or caused to be prepared by the Provider in connection with the services to be provided by the Provider and the Provider agrees to provide the BPC with said documents upon request by the BPC. Said documents may be used by the City or others with respect to the Provider's undertakings with respect to this Agreement.

B. *Reports and Budgets.* The Provider agrees to provide the Contract Administrator with a report regarding the performance of the Requested Services and the status of the Provider's work in relation thereto, at least every thirty (30) days following the Effective Date of this Agreement or upon the written request of the Contract Administrator. The report must describe the Provider's progress in completing the Requested Services.

C. Reserved.

D. *Final Report.* The Provider shall provide to the Contract Administrator a final report within thirty (30) days of the Termination Date of this Agreement summarizing the successes or failures of this engagement and the Provider's delivery of the Requested Services in addition to a final accounting of all revenues and expenditures as described above.

E. *Records.* The Provider agrees to keep and maintain, for a period of not less than two (2) years after the termination of this Agreement, at its business office, separate and independent records, reasonably satisfactory to the Internal Auditor and in compliance with Indiana law, consistent with generally accepted accounting principles.

F. Point of Contact. The BPC hereby designates the Contract Administrator as the Provider's point of contact with the BPC for purposes of this Agreement. The Contract Administrator shall be responsible for the provision of information to the Provider under this Agreement.

G. Auditing Requirements. The Provider agrees to make all information available to the Internal Auditor or any other entity as required by Indiana law. The Provider understands and acknowledges that the City's Internal Auditor may perform, at any reasonable time and for a period extending to two (2) years after the termination of this Agreement, a review of outstanding and completed contracts for compliance with contract provisions and hereby agrees to provide the City's Internal Auditor prompt access to all information and documents (whether electronic or otherwise) requested by the City's Internal Auditor for the purposes of completing such audit, which such access must be provided at least during normal business hours. Further, the Provider shall permit the City's Internal Auditor to audit, examine and make excerpts of transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. At regular intervals during the term of this Agreement, the Contract Administrator may conduct reviews of the content and progress of the Requested Services.

H. Form 990. The Provider agrees to file its annual Form 990 required under the Internal Revenue Code and its accompanying regulations promptly with the Internal Revenue Service and to submit a copy of said Form 990 (and all amendments thereto) to the City's Internal Auditor within five (5) days of their filing.

I. Revision of Requested Services. If, as a result of any review hereunder, it is the opinion of the BPC that revisions to the scope of the Requested Services are necessary or the methods employed by the Provider are inappropriate, the BPC may require such revisions to the scope or methods by notifying the Provider in writing.

J. Additional Auditing Requirements for Not-For-Profit Organizations. The Provider understands that not-for-profit entities receiving City of South Bend funds, including funds received from the BPC, equal to or greater than \$100,000.00 are required to supply an independent audit. Audited financial reports must be provided to the Contract Administrator and the City's Internal Auditor on an annual basis, including any A-133 Audits. If the Provider is required to submit an E-1 form to the Indiana State Board of Accounts, the Provider shall also forward a copy of the E-1 to the City's Internal Auditor. The City may also make an examination of the Provider's fidelity bonding and fiscal and accounting procedures to determine whether these procedures meet the requirements of this Agreement.

K. Competitive Bidding Requirements. To the extent funds provided to DTSB are used for construction, reconstruction, alteration, repair or renovation of a structure or improvement, Competitive Bidding Requirements shall be followed.

L. Annual Appropriation. The Provider understands that this Agreement is subject to annual appropriations of the South Bend Common Council in accordance with Indiana Code § 5-22-17-3.

SECTION 4. Compensation.

A. Fees for Services. As compensation for services performed pursuant to this Agreement, the BPC agrees to pay the Provider:

1. \$662,726 in year one
2. \$663,560 in year two
3. \$664,411 in year three

street furniture

The Provider acknowledges that Twenty-Five Thousand Dollars (\$25,000) of the year one Agreement amount shall be specifically allocated towards the salary and benefits and other reasonably related business engagement activities of the Provider's Outreach Specialist and may not be utilized towards any other of Provider's expenses. The Provider further acknowledges that BPC may not choose to contribute Twenty-Five Thousand Dollars (\$25,000) or any amount toward the Outreach Specialist position in years two and three of this Agreement.

The Provider acknowledges that Forty-One Thousand Seven Hundred Twenty-Six Dollars (\$41,726) of the year one Agreement amount shall be specifically allocated towards the salary and benefits and other reasonably related business engagement activities of Provider's Bookkeeper and may not be utilized towards any other of Provider's expenses. BPC will increase its contribution by 2% for years two and three of this Agreement, subject to annual appropriation.

The Provider acknowledges that Six Thousand Dollars (\$6,000) of the annual Agreement amount shall be specifically allocated towards the costs of managing the operations of three City parking structures, and may not be utilized toward any of the other Provider's expenses.

The Provider agrees to fund Two Thousand Two Hundred Dollars (\$2,200) in month one of this Agreement for petty cash in support of City parking operations. BPC agrees to reimburse Provider monthly for actual costs, not to exceed Two Thousand Two Hundred Dollars (\$2,200).

B. Reimbursement. BPC reserves the right to provide Clean and Safe Ambassador services in the CBD, in lieu of requiring the Provider to provide such services under this Agreement. In the event BPC makes other provision for such Clean and Safe Ambassador services, the Provider will reimburse BPC the amount of any actual costs so incurred by BPC, including costs of supplies, equipment, in-house labor, and contract labor. The reimbursement amount will be invoiced monthly and due from the Provider to BPC within 15 days. The total amount of reimbursement due to BPC under this Section 4(B) during the Term of this Agreement is Two Hundred Sixty-Seven Thousand Five Hundred Dollars (\$267,500) in year one of this Agreement, Two Hundred Seventy Thousand Dollars (\$270,000) in year two of this Agreement, and Two Hundred Seventy-Two Thousand Five Hundred Dollars (\$272,500) in year three of this Agreement.

C. Invoices. Provider shall submit an invoice for progress payments to Contract Administrator for services performed under this Agreement, which invoice shall identify the project, the task, and a description of the services completed. Invoices shall be submitted within five (5) days of the preceding month for which services were rendered. For example, the invoice seeking

payment for services rendered in March, 2018, shall be submitted no later than April 5, 2018. Invoices for reimbursable expenses shall be submitted no later than the last day of the month for expenses incurred during the preceding month. In the event of termination of this Agreement as provided in SECTION 6, all non-disputed sums owing and due the Provider for services rendered shall be paid within fifteen (15) days of receipt of any invoice. h.

SECTION 5. Term.

The Term of this Agreement shall commence on the Effective Date, and shall terminate on the earlier of January 31, 2021 or Termination Date, as described at SECTION 6, below. This Agreement shall be renewable on such terms and for such periods as the parties shall agree in writing.

SECTION 6. Termination and Default.

A. *Termination.* This Agreement shall expire on the earlier of: (i) the Expiration Date without notice to either party; or (ii) within twenty (20) days of an offending party's receipt of a Default Notice (as defined below) if such default or failure continues and remains uncured as discussed in Section 6(B) below through no fault of the party initiating the termination (the "Termination Date").

Upon termination of this Agreement for any reason, copies of all data, electronic files, documents, procedures, reports, estimates, summaries other work papers, and any other supporting documents, whether completed or in process, accumulated by the Provider or prepared or provided by the BPC or the Provider relating to this Agreement or the Requested Services shall be and remain the property of the BPC and be delivered to the BPC upon request in a usable form within sixty (60) days of the Termination Date of this Agreement. The City shall retain or be granted by the Provider without restriction all title, ownership, or intellectual property rights, including copyright, patent, trademark, and trade secret rights, in any data gathered or generated by the Provider in performance of the Requested Services under this Agreement.

B. *Default.* Any failure by either party to perform any term or provision of this Agreement, which failure continues uncured for a period of Twenty (20) Days following written notice of such failure from the other party (the "Default Notice"), unless such period is extended by written mutual consent, shall constitute a default under this Agreement. Any Default Notice given pursuant to the preceding sentence shall specify the nature of the alleged failure and, where appropriate, the manner in which said failure satisfactorily may be cured. If the nature of the alleged failure is such that it cannot reasonably be cured within such 20-Day period, then the commencement of the cure within such time period, and the diligent prosecution to completion of the cure thereafter, shall be deemed to be a cure within such 20-Day period. Upon the occurrence of a default under this Agreement, the non-defaulting party may institute legal proceedings to enforce the terms of this Agreement or, in the event of a material default, terminate this Agreement. If the default is cured, then no default shall exist and the noticing party shall take no further action.

C. *Misrepresentations.* Notwithstanding any other provision of this Agreement to the contrary, if a party intentionally, knowingly or recklessly makes a false written representation materially related to the provision of the Requested Services or the obligations of said party under

this Agreement, the other party may terminate the agreement immediately upon delivery of a Default Notice.

D. Project Close-Out. In the event that the Provider expends funds or perform services that are less than the Contract Amount or if the project is canceled, expired or terminated for any reasons, the Contract Amount not incurred or claimed by the Provider shall be no longer available under this Agreement after all compensation earned and reimbursable expenses incurred as of the date the Provider received written notification of the cancellation or termination have been paid.

E. Reversion of Assets. At the conclusion, cancellation, assignment or termination of this Agreement, the following assets shall revert to the BPC as follows:

Items with an initial acquisition cost of One Thousand Dollars (\$1,000) or more, and a depreciable life of two (2) years or more.

SECTION 7. Confidentiality, Conflict of Interest and Disclosure.

A. Confidential Information. The Provider acknowledges that information which the BPC regards as confidential or proprietary in nature (the "Information"), may come to the knowledge of the Provider during the Provider's performance of services. The Provider shall treat the Information as strictly confidential and agrees that the Provider will not, at any time or in any manner, either directly or indirectly, (i) use, or allow to be used, any Information for the Provider's own benefit or the benefit of any director, official, employee or agent or any third party, or (ii) divulge, disclose or communicate in any manner any Information to any third party without the written consent of the BPC. The Provider shall be responsible for maintaining the confidentiality of any Information in its possession, including taking appropriate measures to secure said Information against such uses and dissemination and to inform any person to which it allows to access such information of its confidentiality. The Provider shall be responsible for any actions taken by those individuals or organizations who or which receive or obtain such Information from the Provider. A violation of this SECTION 7 shall be deemed to be a material breach of this Agreement.

B. Covenant Survive Agreement. The confidentiality provisions of this Agreement remain in full force and effect after, and survive the termination of this Agreement.

C. Conflict of Interest. The Provider hereby certifies and agrees that no member, officer, or employee of the City, or its designees or agents, (and no one with whom they have family or business ties) who exercises any functions or responsibilities with respect to the work contemplated in this Agreement during his or her tenure or for one year thereafter, shall have any financial benefit, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed hereunder. The Provider further agrees that it will incorporate into every written contract the following provision:

INTEREST OF CONTRACTOR AND EMPLOYEES: The Contractor covenants that no person who presently exercises any functions or responsibilities in connection with this Agreement or its funding sources, and no one with whom they have family or business ties, has any personal financial benefit, direct or indirect in this Contract.

D. Uniform Conflict of Interest Disclosure Statement: Non-Collusion. The Provider

acknowledges that its directors, officer, employees and agents, may potentially be deemed to be a "public servant" as defined by Indiana Code § 35-41-1-24. The Provider hereby represents and certifies that it may enter into this Agreement under Indiana Code § 35-44-1 and, to the extent applicable, will execute and file with the BPC and any other appropriate bodies a Uniform Conflict of Interest Disclosure Statement. The undersigned attests, subject to the penalties for perjury, that he/she is the properly authorized representative, agent, member or officer of the Provider, that he/she has not, nor has any other member, employee, representative, agent or officer of the Provider, directly or indirectly, to the best of the undersigned's knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Agreement other than that which appears upon the fact of this Agreement. The Provider will execute and submit to the BPC the non-collusion affidavit attached hereto as Exhibit B.

SECTION 8. **Relationship.**

A. *Independent Contractor.* The Provider shall at all times be an independent contractor rather than an employee of the City, and no act, action or omission to act by the Provider shall in any way bind or obligate the City, except as specifically provided under the terms of this Agreement. It is understood and agreed by the parties that the Provider will not be entitled to any benefits enjoyed by the City or the staff of the City in the normal course of their employment.

B. *Tax Obligations.* The Provider is solely responsible for compliance with federal, state and local laws and regulations relating to taxes and social security payments that may be required to be made in connection with the compensation provided under this Agreement. The City, however, may file informational returns with the United States Internal Revenue Service or similar state agency regarding payments made to the Provider in accordance with this Agreement under conditions imposed by federal, state or local laws applicable to such payment. The City shall provide IRS Form 1099 if applicable.

SECTION 9. **Indemnification.**

The Provider hereby agrees to defend, indemnify, and hold harmless the City, its officials, directors, employees, and agents from any and all claims of any nature which arise from the performance by the Provider under this Agreement and from all costs and attorney fees in connection therewith, excepting for claims arising out of the negligence of the City, its officials, directors, employees, and agents. The obligations of the Provider under this Section shall survive the termination or expiration of this Agreement.

SECTION 10. **Equal Opportunity.**

The Provider shall comply with federal, state and local law in its hiring and employment practices and policies for any activity covered by this Agreement.

SECTION 11. **Entire Agreement.**

This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter hereof, and merges and supersedes all prior discussions, agreements, and understanding of any and every nature between them.

SECTION 12. Law Governing.

This Agreement shall be construed and interpreted according to the laws of the State of Indiana.

SECTION 13. Assignment.

The Provider's obligations under this Agreement may not be assigned or transferred to any other person or entity without the prior written consent of the BPC.

SECTION 14. Amendment.

This Agreement may be amended only by separate writing, approved by both the Provider and the BPC.

SECTION 15. Notices.

All notices or other communications which are required or permitted under the terms of this Agreement shall be sufficient if delivered personally, by registered or certified mail, return receipt requested, or by generally recognized, prepaid, overnight air courier services, to the address and individual set forth below. All such notices to either party shall be deemed to have been provided when delivered, if delivered personally, three (3) days after mailed, if sent by registered or certified mail, or the next business day, if sent by generally recognized, prepaid, overnight air courier services.

BPC: Executive Director
Department of Venues, Parks & Arts
321 E. Walter Street
South Bend, Indiana 46614

With a Copy to: City Attorney's Office
227 West Jefferson Blvd.
1200 County-City Building
South Bend, Indiana 46601
Telephone: (574) 235-9241
Facsimile: (574) 235-9892

Provider Downtown South Bend, Inc.
c/o Chairman
217 S. Michigan St.
South Bend, Indiana 46601

With a Copy to: Executive Director of DTSSB
217 S. Michigan St.
South Bend, Indiana 46601

SECTION 16. Counterparts.

This Agreement may be executed in counterparts, all of which shall be deemed originals.

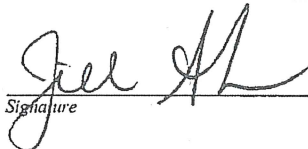
SECTION 17. Corporate Authority.

The undersigned persons executing and delivering this Agreement on behalf of the Provider represent and certify that they are the duly authorized officers of the Provider with authority to execute this Agreement; that the Provider has the full legal right, power and authority to enter into this Agreement and to grant the rights and perform the obligations of the Provider herein; that no third party consent or approval is required to grant such rights or perform such obligations hereunder; that this Agreement has been duly executed and delivered by the Provider and constitutes a valid and binding obligation of the Provider, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights generally or by general equitable principles.

The undersigned persons executing and delivering this Agreement on behalf of the City represent and certify that they are the duly authorized officers of the BPC with authority to execute this Agreement, that they have been fully empowered, by proper resolution or action of the BPC to execute and deliver this Agreement and that all necessary action has been taken and done by the BPC to enter into this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

DOWNTOWN SOUTH BEND, INC.


Signature

Jill Scicchitano, Executive Director
Printed Name and Title

**CITY OF SOUTH BEND,
BOARD OF PARK COMMISSIONERS**


Member


Member


Member

Member

EXHIBIT A

Requested Services

1. Communicate to the public utilizing a variety of methods (i.e. print, electronic media, signage, etc) about the activities within the CBD;
2. Communicate to the public utilizing a variety of methods (i.e. print, electronic media, signage, etc.) the availability of property offered for sale and/or lease within the CBD;
3. Communicate to the City suggestions for improvements to infrastructure within the CBD as well as problems with existing infrastructure;
4. Actively pursue development of financial resources and encourage private sector partnerships within the CBD;
5. Work with existing property and business owners in the CBD to expand Community Partner Support and pursue additional funding mechanisms for the organization;
6. Work with, and communicate specifically, with the City's Venues, Parks, & Arts Department to coordinate any DTSB efforts and activities;
7. Participate in various City initiated revitalization projects or programs as requested by the City;
8. Furnish event support, hospitality and safety services within the CBD;
9. Implement grant programs to assist property owners with building enhancement projects within the CBD;
10. Design, develop, and implement the activities/programs outlined in the proposed budget and work with the City's Venues, Parks, & Arts Department to ensure such activities are acceptable to the City prior to implementation of said activity/program;
11. Purchase and maintenance of flowers, bushes, plants and related beautification items for the CBD;
12. Purchase, repair, installation, of flower pots, benches, trash receptacles, hanging flower baskets, bicycle racks and related streetscape items such as public art;
13. Purchase, installation, maintenance, and replacement of street furniture to add to and/or replace existing damaged furniture, with any furniture purchases being subject to the prior approval of the Contract Administrator;
14. Manage the banner and flag program including the booking reservations, seasonal purchase, installation and repair/replacement of worn or damaged flags and

banners;

15. Purchase, installation and maintenance of holiday and theme decorations, including related items; and
16. Parking garage customer service, account management and bookkeeping which includes the following responsibilities and conditions:
 - a. Use: The Garages shall be used exclusively for the parking of licensed motor vehicles and related purposes. The Operator shall:
 - i. Manage and operate the parking services at the Garages;
 - ii. Provide customer and account management
 - iii. Furnish the personnel for the operation of the Garages;
 - iv. Collect parking receipts and make deposits as hereinafter provided;
 - v. Account for parking receipts and operating expenditures as hereinafter provided; and
 - vi. Consult with the Contract Administrator on parking matters.
 - b. Budget: Within fifteen (15) days of the execution of this Agreement, and by June 1st of each contract year, Operator shall prepare and submit to the Contract Administrator a proposed Budget for the operation and maintenance of the Garages for the next year. The Contract Administrator shall advise the Operator of its approval or disapproval of the proposed Budget as soon as reasonably possible. Thereafter, the Operator shall manage the Garages pursuant to the agreed Budget.
 - c. Deposit of Revenues: The Operator shall deposit on a daily basis all revenues collected from the operation of the Garages into a bank account designated by the Contract Administrator, and shall provide, on a weekly basis, to the Contract Administrator an account, acceptable to the Contract Administrator, of the daily revenues so deposited.
 - d. Monthly Accounting/Reimbursement of Operation Expenses:
 - i. The Operator shall keep a complete account of all revenues and expenses arising from the operation of the Garages including parking revenues, receipts, operating expenses, copies of daily sales reports, deposit slips and disbursements, and shall furnish to the Contract Administrator, on or before the last day of each month for the preceding month's operations. The documents sent shall include a statement of revenues and expenses, including receipts for expenses incurred.
 - ii. Within fifteen (15) days of the receipt of such monthly statement, the Contract Administrator shall reimburse Operator the full amount of all expenses incurred by the Operator in the preceding month for the operation of the Garages, including but not limited to expenses incurred for wages, payroll taxes, fringe benefits, workers' compensation, fidelity bonding, elevator maintenance, snow removal, garage utilities, one telephone business line, data processing, supplies, uniforms, tickets,

incidental equipment and improvements, and parking
equipment maintenance.

- iii. The Contract Administrator reserves the right to deduct from such monthly reimbursement any expenses disputed by the Contract Administrator in good faith until any such dispute is resolved between the Operator and the Contract Administrator.

- 17. Other services and items as reasonably requested and related to this agreement.

EXHIBIT B

Form of Non-Collusion Affidavit

[See attached.]

the energy sector in Iran; and (ii) at the time the financial institution extends credit, is a person identified on list published by the Indiana Department of Administration.

4. Contractor does not knowingly employ or contract with an unauthorized alien, nor retain any employee or contract with a person that the Contractor subsequently learns is an unauthorized alien. Contractor agrees that he/she/it shall enroll in and verify the work eligibility status of all of Contractor's newly hired employees through the E-Verify Program as defined by I.C. 22-5-1.7-3. Contractor's documentation of enrollment and participation in the E-Verify Program is included and attached as part of this bid/quote; and

5. Contractor shall require his/her/its subcontractors performing work under this public contract to certify that the subcontractors do not knowingly employ or contract with an unauthorized alien, nor retain any employee or contract with a person that the subcontractor subsequently learns is an unauthorized alien, and that the subcontractor has enrolled in and is participating in the E-Verify Program. The Contractor agrees to maintain this certification throughout the term of the contract with the City of South Bend, and understands that the City may terminate the contract for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the City.

6. Persons, partnerships, corporations, associations, or joint ventures awarded a contract by the City of South Bend through its agencies, boards, or commissions shall not discriminate against any employee or applicant for employment in the performance of a City contract with respect to hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of race, sex, religion, color, national origin, ancestry, age, or disability that does not affect that person's ability to perform the work.

In awarding contracts for the purchase of work, labor, services, supplies, equipment, materials, or any combination of the foregoing including, but not limited to, public works contracts awarded under public bidding laws or other contracts in which public bids are not required by law, the City, its agencies, boards, or commissions may consider the Contractor's good faith efforts to obtain participation by those Contractors certified by the State of Indiana as a Minority Business ("MBE") or as a Women's Business Enterprise ("WBE") as a factor in determining the lowest, responsible, responsive bidder.

In no event shall persons or entities seeking the award of a City contract be required to award a subcontract to an MBE/WBE; however, it may not unlawfully discriminate against said WBE/MBE. A finding of a discriminatory practice by the City's MBE/WBE Utilization Board shall prohibit that person or entity from being awarded a City contract for a period of one (1) year from the date of such determination, and such determination may also be grounds for terminating the contract for which the discriminatory practice or noncompliance pertains.

7. The undersigned contractor agrees that the following nondiscrimination commitment shall be made a part of any contract which it may henceforth enter into with the City of South Bend, Indiana or any of its agencies, boards or commissions.

Contractor agrees not to discriminate against or intimidate any employee or applicant for employment in the performance of this contract with privileges of employment, or any matter directly or indirectly related to employment, because of race, religion, color, sex handicap, national origin or ancestry. Breach of this provision may be regarded as material breach of contract.

I, the undersigned bidder or agent as contractor on a public works project, understand my statutory obligations to the use of steel products or foundry products made in the United States (I.C. 5-16-8-1). I hereby certify that I and all subcontractors employed by me for this project will use steel products or foundry products on this project if awarded. I understand that violations hereunder may result in forfeiture of contractual payments.

I hereby affirm under the penalties of perjury that the facts and information contained in the foregoing bid for public works are true and correct.

Dated this 19 day of Feb, 2018

Contractor/Bidder (Firm)

Signature of Contractor/Bidder or Its Agent

Printed Name and Title

Subscribed and sworn to before me this _____ day of _____, 20____

My Commission Expires _____

Notary Public

County of Residence _____

