



Department of  
**Community Investment**

**Memorandum**

June 25, 2015

TO: South Bend Redevelopment Commission  
FROM: David Relos, Economic Resources  
SUBJECT: Master Agency Agreement with the Board of Public Works

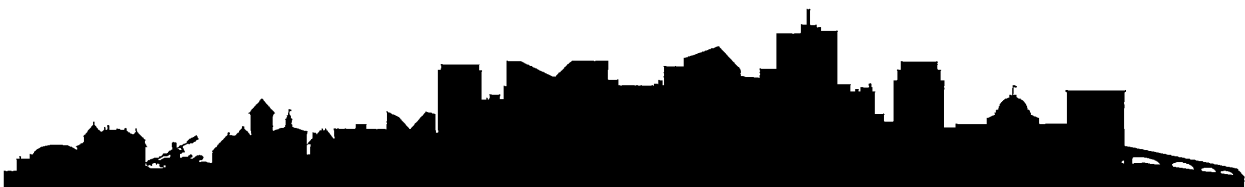
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To carry out Commission projects, Indiana Code allows it to contract for the construction of local public improvements, among other items. For years, the Commission has used the Board of Public Works (BPW) to oversee its projects, to ensure the public bid process is followed, projects are done to City standards, etc. This has been carried out via the Master Agency Agreement, where the Commission appoints BPW as its agent to carry out its projects, and BPW agrees to such appointment.

To notify BPW of its projects and their various components, an Addendum to the Master Agency Agreement system was created, where the Commission was presented with a Resolution approving the Addendum, and the Addendum itself. The Addendum then went to BPW for approval. The Addendum system is not required by law, but as stated, simply served as a notification process.

In an effort to simplify this process, DCI and Engineering staff worked together to create a shared Project Communication Log, whereby DCI, in communication with Engineering, will update the Log for Commission approved projects, the dollar amount approved, and professional services or other agreements tied to specific projects. This should reduce both the amount of time of each Department's staff and the paper work the old system created.

Staff requests approval of the new Master Agency Agreement with BPW.



**MASTER AGENCY AGREEMENT BY AND BETWEEN  
THE SOUTH BEND REDEVELOPMENT COMMISSION AND  
THE CITY OF SOUTH BEND BOARD OF PUBLIC WORKS**

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THIS MASTER AGENCY AGREEMENT (this “Agreement”) is made and entered into effective as of June 25, 2015 (the “Effective Date”), by and between the South Bend Department of Redevelopment, acting by and through the South Bend Redevelopment Commission (the “Commission”) and the City of South Bend, Indiana, a municipal corporation duly organized and existing pursuant to the laws of the State of Indiana, acting by and through its Board of Public Works (the “BPW”).

RECITALS

A. The Commission exists and operates pursuant to Indiana Code 36-7-14 (the “Act”) and, in furtherance of its purposes under the Act, will undertake certain projects (the “Projects”) for the redevelopment of certain areas within the City of South Bend, Indiana (the “City”), which Projects may include acquisition, rehabilitation, construction, or other improvement of certain real property (the “Properties”) located within the City.

B. Under Section 12.2 of the Act, among other powers, the Commission is empowered to contract for the construction of (a) local public improvements (as defined in Indiana Code 36-7-14.5-6) or structures that are necessary for redevelopment of areas needing redevelopment or economic development within the City, or (b) any structure that enhances development of economic development within the City.

C. The Commission and the BPW have been parties to certain master agency agreements in prior years under which the BPW served as the Commission’s agent with respect to certain Projects and Properties, and there exist uncompleted Projects that were subject to those prior master

agency agreements.

D. The Commission and the BPW desire to enter into this Agreement in order to facilitate the completion of the Projects commenced prior to the date of this Agreement and any new Projects arising during the term of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Commission and the BPW agree as follows:

1. This Agreement supersedes and replaces all prior agreements concerning the agency relationship between the Commission and the BPW.

2. The Commission hereby appoints the BPW to act as the Commission's agent for the limited purposes of conducting purchases of personal property, contracting for materials and labor, and managing the completion of existing Projects and new Projects consistent with the powers granted to the Board of Public Works under Indiana law, including, but not limited to, design, procurement, and contracting for execution of all work undertaken by the Commission in furtherance of its purposes under the Act. The BPW hereby accepts the foregoing appointment.

3. The BPW's authority under this Agreement to expend funds on behalf of the Commission for a Project is limited to the total cost approved by the Commission for said Project, as stated in the resolutions and agreements of the Commission.

4. The total cost approved by the Commission for each Project, along with other pertinent details concerning the Commission's instructions to the BPW, will be set forth in a document (the "Project Communication Log") maintained by the Department of Community Investment of the City and made available to the BPW on a regular basis. Upon the BPW's request, a representative of the Commission will appear at a regular meeting of the BPW to consult with the BPW regarding the Projects described in the Project Communication Log.

5. The BPW shall accept responsibility for each Project on behalf of the Commission and manage each Project to completion.

6. During the term of this Agreement, the BPW shall award such contracts as are necessary to complete each of the Projects and shall execute all contracts on behalf of the Commission pursuant to this Agreement.

7. This Agreement shall terminate upon notice by one party to the other at least seven (7) days in advance of the date of termination. Such notice may be given at any time by any party, with or without cause.

8. In the letting of each contract for a Project, the BPW shall adopt specifications pertaining to the work to be performed or property to be acquired and the timetable for the same, require performance, payment, and maintenance bonds as necessary or desirable, and take such other actions required by Indiana law and consistent with the Commission's requirements.

9. The BPW will assume full responsibility for obtaining all necessary licenses, inspections, zoning approvals, and permits and for performing any and all acts necessary to comply with the applicable statutory and regulatory requirements regarding the completion of each Project.

10. The BPW shall have the sole responsibility to deal with contractors and subcontractors in the completion of each Project.

11. The BPW shall have sole responsibility to inspect, on behalf of the Commission, all aspects of the Projects although the Commission reserves the right, at any time, to conduct such independent inspections as it deems appropriate. If any Project is not completed in accordance with specifications or is unsatisfactory for any reason, the BPW, during the term of this Agreement, may make any and all claims on account thereof against any responsible third party.

12. The Commission hereby assigns to the BPW, during the term of this Agreement, all its rights and benefits pursuant to any warranties, duties or obligations of any manufacturer, wholesaler, retailer, installer, contractor or subcontractor who provides any labor or materials for or in any of the Projects.

13. The BPW, on behalf of the Commission, shall be responsible for processing all contractor claims for payment, consistent with its standard procedures and applicable law.

14. The terms and conditions of this Agreement shall inure to the benefit of and bind the parties to this Agreement and their successors in interest and assigns. This Agreement may not be assigned by any party without the prior written consent of the other party.

15. The agency provisions herein contained apply only as stated and shall not be deemed to create any partnership, joint venture, or other enterprise of any type or nature between the Commission and the BPW.

16. No amendment, modification or alteration of the terms of this Agreement shall be binding unless duly executed by the parties hereto in writing, dated subsequent to the Effective Date.

*(Signature Page Follows)*

IN WITNESS WHEREOF, the undersigned execute this Agreement to be effective as of the Effective Date.

CITY OF SOUTH BEND,  
DEPARTMENT OF REDEVELOPMENT,  
BY AND THROUGH THE SOUTH BEND  
REDEVELOPMENT COMMISSION

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Marcia I. Jones, President

ATTEST:

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Donald E. Inks, Secretary

CITY OF SOUTH BEND, INDIANA  
BOARD OF PUBLIC WORKS

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Gary Gilot, President

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Kathryn Roos

\_\_\_\_\_  
David Relos

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Brian Pawlowski

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Elizabeth Maradik

ATTEST:

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Linda Martin, Clerk

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