

**AGREEMENT FOR PROFESSIONAL SERVICES
BY AND BETWEEN THE CITY OF SOUTH BEND, INDIANA
AND MYDATT SERVICES, INC. D/B/A BLOCK BY BLOCK**

THIS AGREEMENT FOR PROFESSIONAL SERVICES (this "Agreement") is effective as of February 1, 2021 (the "Effective Date"), by and between the City of South Bend Venues, Parks & Arts Department (the "City") and Mydatt Services, Inc. d/b/a Block by Block, an Ohio corporation having its principal place of business at 7135 Charlotte Pike, Suite 100, Nashville, TN 37209 ("Contractor") (each a "Party" and collectively referred to herein as the "Parties").

For and in consideration of the mutual covenants and promises contained herein, VPA and Contractor hereby agree as follows:

Section 1. Duties of the Contractor. The Contractor shall provide the Services which are set forth in Exhibit A attached hereto and incorporated herein (the "Services"). The Contractor shall execute its responsibilities in accordance with prevailing professional technical guidelines and standards for services and projects of similar nature and scope and in accordance with the average weekly schedule set out in Exhibit A (the "Average Weekly Schedule").

Section 2. Consideration. The City will compensate the Contractor in accordance with the budget summaries set forth in Exhibit B, attached hereto and incorporated herein (the "Annual Budget"). The total consideration for year one of this Agreement shall not exceed Three Hundred Ninety- Three Thousand Seven Hundred Sixty-Three and 97/100 (\$393,763.97). The total consideration for year two of this Agreement shall not exceed Four Hundred Seven Thousand Five Hundred Thirty-Eight and 55/100 (\$407,538.55). The total consideration for optional year three of this Agreement shall not exceed Four Hundred Sixteen Thousand Five Hundred and 38/100 (\$416,500.38). Contractor shall submit its invoices by the 15th day of each month. All payments are due within 30 days of the City's receipt of Contractor's invoice unless such invoice is disputed. The City reserves the right to challenge any invoice submitted by Contractor. Should the City challenge such invoice, it shall be Contractor's responsibility to provide documentation showing the hours and services listed on the invoice were actually completed. Any payment that the City may deny, withhold or delay shall not be subject to penalty or interest under Indiana Code § 5-17-5.

Section 3. Term. The term of this Agreement shall commence as of the Effective Date and shall continue thereafter for a period of two (2) years (the "Agreement Period"), with the option for the Parties to renew the Agreement for an additional third year term.

Section 4. Assignment; Successors. The Contractor shall not assign or subcontract the whole or any part of this Agreement without the prior written consent of the City.

Section 5. Changes in Scope of Services. The Contractor understands and agrees that it shall not commence any additional work or change the scope of the Services provided unless authorized in writing by the City. No claim for additional compensation shall be made by Contractor in the absence of prior written approval of the Parties.

Section 6. Governing Law; Compliance with Laws. This Agreement shall be construed and interpreted according to the laws of the State of Indiana. The Contractor agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby are hereby incorporated herein by reference. Contractor shall comply with federal, state and local law in its hiring and employment practices and policies for any activity covered by this Agreement. Further, the City shall not be required to pay for Services that are inconsistent with or in violation of this Agreement nor for any Services performed in violation of federal, state or local statute, ordinance, rule or regulation

Section 7. Relationship/Independent Contractor. Both parties, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint venturers or associates of one another. The employee(s) or agent(s) of one party shall not be deemed or construed to be the employee(s) or agent(s) of the other party for any purpose whatsoever. Neither party will assume liability for any injury (including death) to any person(s), or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other party. The Contractor shall be solely responsible for providing all necessary unemployment and workers' compensation insurance for the Contractor's employees.

Contractor 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 payment made to Contractor 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 8. 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 9. Funding Cancellation and Payments. In accordance with Indiana Code Section 6-1.1-18, payments are subject to annual appropriation by the City. If the City makes a written determination that funds are not appropriated or are otherwise unavailable to support the continuation of this Agreement, it shall be cancelled. A determination by the City that funds are not appropriated or are otherwise unavailable to support the continuation of performance shall be final and conclusive. The City will not be required to pay any invoices or be otherwise liable for any cost associated with the Provider's performance of any Services after the effective date of termination; provided, however, that the City shall be required to pay for Services performed prior to the effective date of termination.

Section 10. Termination. This Agreement may be terminated, in whole or in part, by the City whenever, for any reason, the City determines that such termination is in the best interest of the City. Termination shall be affected by delivery to the Contractor of a Termination Notice at least thirty (30) days prior to termination effective date, specifying the extent to which performance of services under which such termination becomes effective. The Contractor shall be compensated for performance prior to the notice date of termination but in no case shall total payment made to Contractor exceed the original Agreement price due on Agreement. No price increase shall be allowed on individual line items if canceled only in part. Either party may terminate this Agreement, with or without cause, by giving thirty (30) days prior written notice to the other party.

Section 11. Non-Collusion and Acceptance. The undersigned attests, subject to the penalties for perjury, that he/she is the Contractor, or that he/she is the properly authorized representative, agent, member or officer of the Contractor, that he/she has not, nor has any other member, employee, representative, agent or officer of the Contractor, 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.

Section 12. E-Verify. The Contractor affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien. The Contractor shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The Contractor shall not knowingly employ or contract with an unauthorized alien. The Contractor shall not retain an employee or contract with a person that the Contractor subsequently learns is an unauthorized alien.

The Contractor is not required to participate in the E-Verify program should the E-Verify program cease to exist. Additionally, the Contractor is not required to participate if the Contractor is self-employed and does not employ any employees.

The Contractor shall require his/her/its subcontractors, who perform work under this contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

The City may terminate 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.

Section 13. Minority and Women's Enterprise Diversity Development. Persons, partnerships, corporations, associations, or joint venturers 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.

Notwithstanding the foregoing, the award and performance of all City contracts shall comply with applicable federal, state, and local laws.

Section 14. Corporate Authority. The person signing on behalf of the Contractor represents that he/she has been duly authorized to execute this Agreement on behalf of the Contractor, and has obtained all necessary and applicable approvals to make this Agreement fully binding upon the Contractor after acceptance by the City.

Section 15. Drug-Free Workplace. The Contractor hereby agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the City within ten (10) days after receiving actual notice that the Contractor or an employee of the Contractor within the State of Indiana has been convicted of a criminal drug violation occurring in the workplace.

Section 16. Indemnity and Insurance.

The Parties shall defend, indemnify and hold harmless each other and their respective agents and employees from and against any and all claims, demands, losses, damages, injuries, liabilities, expenses (including reasonable attorney's fees), judgments, liens, encumbrances, orders, or awards arising directly or indirectly from the negligent performance or willful misconduct by either Party and/or its respective employees under this Agreement (all of which are collectively referred to as "Claims") by any person on account of or arising as a result of: (1) injury to, or death of any person including but not limited to either Party's personnel; (2) loss of or damage to any property; (3) the employment of, or performance of the Services by, either Party's personnel and the termination, constructive or otherwise, of such employment or performance of services; or (4) any breach of any federal, state or local laws by either Party or its respective personnel; provided however, that neither Party shall not be obligated to indemnify the other Party for such Party's own negligence or willful misconduct or due to a force majeure

event.

In the event the City and the Contractor are found jointly liable by a court of competent jurisdiction, liability shall be apportioned comparatively in accordance with the laws of the State of Indiana without, however, waiving any defenses of the Parties under such law.

During the term of this Agreement, the Contractor shall at its own expense procure and maintain in force the below listed insurance through companies licensed to do business in the State of Indiana. The policies shall list the City as an additional named insured relating to any of Contractor's Services under this Agreement. Any insurance maintained by the City shall apply in excess of and not contribute to the insurance provided by Contractor.

- a. Commercial General Liability insurance with a combined single limit for bodily injury, personal injury and property damage of not less than One Million Dollars per occurrence (\$1,000,000.00); and
- b. Comprehensive Automobile Liability insurance insuring all owned, non-owned and hired motor vehicles used to provide services under this Agreement with a minimum of One Million Dollars (\$1,000,000.00) combined single limit for any one accident and sufficient to satisfy all applicable federal, state and local laws; and
- c. Employers' Liability insurance with a minimum coverage of Five Million Dollars (\$5,000,000.00) for any one occurrence; and
- d. Umbrella (excess) Liability insurance with a minimum policy limit of at least Four Million Dollars (\$4,000,000.00); and
- e. Workers' Compensation insurance sufficient to satisfy all applicable federal, state and local laws, whether now or hereafter existing.

Section 17. Equipment and Petty Cash. The City shall provide the Contractor with any equipment (the "Equipment") needed by Contractor to perform the Services under this Agreement as described in **Exhibit A**, including but not limited to, up to 10 radios on City's frequency. At all times during the term of this Agreement, any Equipment provided by the City to the Contractor shall remain the property of the City and no ownership rights shall vest in the Contractor.

Section 18. Countersignature. This Agreement may be executed in counterparts, each of which will be deemed to be an original, but all of which, taken together, will constitute one and the same agreement.

(Remainder of page intentionally left blank)

Section 19. Force Majeure. Neither party shall be liable for damages to the other party or have the right to terminate this Agreement for any delay in performing hereunder if such delay or default is caused by reason of any circumstance beyond its reasonable control, including but not limited to Acts of God, fire, flood, earthquake, extraordinary weather conditions, acts of war, acts of terrorism, labor disputes, riots, active shooter incident, pandemics, civil disorders, rebellions, or revolutions in any country ("Force Majeure"), that party shall be excused from any further performance or observance of the obligations so affected for as long as such circumstances prevail and that party continues to use all commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

IN WITNESS WHEREOF, the Parties hereto, through their duly authorized representatives, have caused this Agreement to be executed as of the day and year first written above. The parties have read and understand the foregoing terms of this Agreement and do, by their respective signatures hereby agree to its terms.

**MYDATT SERVICES, INC. D/B/A
BLOCK BY BLOCK**

Carin Cardone

Signature

Carin Cardone - Division Vice President

Printed Name

**CITY OF SOUTH BEND, INDIANA
VENUES, PARKS & ARTS DEPARTMENT**

Sarah Hull

SARAH HULL

Printed Name

EXHIBIT "A"

SERVICES AND SERVICE AREA MAP

Services

Cleaning

Block By Block will provide the following Environmental Maintenance Services in the Service Area.

The Clean Team will serve primarily as a custodial service with a secondary role as a public information resource to district visitors, workers, shoppers and residents. Unless otherwise specified, areas of responsibility for the staff include all pedestrian public rights of way, the sidewalks from the building line to the curb and alleys adjoining benefiting properties of the District Area from the building line to the opposing building line. Activities of the Ambassador staff may include:

- **Manual Removal of Litter And Debris** - Removal of litter, trash, and debris, and extending a distance of 18 inches beyond the curb into the street or alley, by mechanical or manual means, including: all types of paper, cigarette packages and butts, leaves, gravel or rocks, cans, cardboard, boxes, plastic refuse, bottles, broken glass, beverage spills, urine, feces, vomit, and any dead animals.
- **Weed Control** - Killing and removal of weeds and grass. Contractor shall spray weeds as needed with appropriate chemicals.
- **Handbill Removal** - Removal of handbills, stickers, posters and similar items from utility poles, mail boxes, courier boxes, newspaper or magazine boxes and kiosks, public telephones, parking meters and other fixtures.
- **Graffiti Removal** - Remove or cover graffiti from the first floor of buildings facing or visible from public rights of way, and from utility poles, mail boxes, courier boxes, newspaper or magazine boxes and kiosks, public telephones, parking meters and other fixtures, within 24 hours after the graffiti appears (subject to any delay necessary to obtain consent of the owner of any private property), using the least intrusive means available and approved by the property owner. Contractor will not perform graffiti removal on private property until the consent of the owner has been obtained. The District will aid Contractor in securing any necessary consent from the owner of any private property affected.
- **Power Washing** – Utilizing a high pressure, hot water power washing unit specified district sidewalks will be power washed on a frequency as determined by the DTSB and

Block by Block. In addition to scheduled power washing Block by Block will make attempts to remove isolated stains and grease spots from sidewalks.

- **Special Projects** - Carry out a wide variety of special projects mutually agreed upon and deemed to be reasonable by both DTSS and Block by Block. Such special projects may include:
 - Painting (fixtures, benches, light posts, parking lots, etc.)
 - Landscaping (planting, watering, mulching, etc.)
 - Setting up/break down of special event venues
 - Minor repair of fixtures not requiring technical expertise

Safety

Block By Block will provide the following Safety related services within the boundaries of the service district.

- **Walking Patrols** - Ambassadors will be deployed to their assigned zones to patrol the area as a deterrent for unwanted activity, we well as to interact with businesses, residents and visitors. Ambassadors on walking patrol will be responsible for making Public Relations (PR) checks at various businesses each day to make a personal contact and to gather and share safety related information.
- **Bicycle Patrols** - Based on the deployment plan some Ambassadors will be assigned to patrol their area on bicycle. Bicycle patrols will allow Ambassadors to be cover more ground and provide extra visibility, without losing the ability to interact with the public or be disconnected from the environment. Ambassadors will use bicycles to patrol sidewalks, alleys and the many surface parking lots of the service district to deter unwanted activity and offer assistance.
- **Public Relations Checks** - Ambassadors will be responsible for stopping in to visit a specified number of businesses per shift. The duration of each public relations check should be no more than five minutes per business, which should be spent speaking with the manager of the business to gather and share security related information and concerns. A list of businesses in which public relations checks were conducted will be reported daily. The Public Relations checks also provide an opportunity for Ambassadors to get a quick break from poor weather conditions, while remaining productive.

- **Addressing Quality of Life Crimes** – Ambassadors will be responsible for interacting with persons creating quality of life issues, to advise them of local ordinances and requesting compliance. All Ambassadors are trained in ‘situational protocol’ to appropriately handle situations in a firm, yet courteous, manner.
- **After Hours Escorts** - This service would allow district workers to request this service by calling the on-duty Team Leader on the publicized cellular phone number to have an Ambassador meet them at their place of business or residence and walk them to their destination.
- **Information Sharing** – Working with the local Police Department the Ambassadors will be utilized to share information to educate stakeholders on safety/security related issues. For instance, if the police department has crime prevention brochures, the Ambassadors can be utilized to distribute this information.
- **Reporting** - Ambassadors will be responsible for completing Daily Activity Reports and submitting them to DTSB as specified. The daily statistics will be compiled weekly and provided to the customer. The Ambassadors will gather information on any incidents or criminal activity that is considered to be out of the ordinary and forward such information in the form of an Incident Report. Criminal activity includes “Quality of Life” crimes, such as public intoxication, open container, loitering, trespassing, public urination and aggressive panhandling.
- **Hospitality Services** - When analyzing the tasks which consume the time of Ambassadors they spend the majority of their day patrolling the service district on the lookout for unwanted activity and deterring criminal behavior. These patrols provide a tremendous opportunity to interact with pedestrians in order to be friendly, good will representatives of the service district, share information and make recommendations.



West Side



East Bank



Medical District



EXHIBIT B.

ANNUAL BUDGET SUMMARIES

2021

BUDGET SUMMARY		
Category	\$	%
Labor	\$ 261,460.16	66.4%
Benefits	\$ 25,389.54	6.4%
Labor Related (background checks, recruiting, awards, etc.)	\$ 6,230.96	1.6%
Uniforms	\$ 6,600.00	1.7%
Cell Phones	\$ 2,946.00	0.7%
Equipment (Truck, radios, phones, computer)	\$17,419.82	4.4%
Equipment Related (fuel, maintenance, insurance, parking)	\$ 11,647.00	3.0%
Office/Storage Location	\$ -	0.0%
Water (Pressure Washer & Office Location)	\$ -	0.0%
Janitorial Supplies	\$ 4,000.00	1.0%
Dumpster/Trash	\$ 1,020.00	0.3%
Office Supplies & Printing	\$ 750.00	0.2%
Miscellaneous	\$ 1,500.00	0.4%
Administrative Fee	\$ 17,384.00	4.4%
Profit	\$ 37,416.49	9.5%
TOTAL	\$ 393,763.97	100.0%

BUDGET SUMMARY - 2022		
Category	\$	%
Labor	\$ 271,202.88	66.5%
Benefits	\$ 26,389.26	6.5%
Labor Related (background checks, recruiting, awards, etc.)	\$ 6,329.46	1.6%
Uniforms	\$ 6,600.00	1.6%
Cell Phones	\$ 2,946.00	0.7%
Equipment (Truck, radios, phones, computer)	\$17,419.82	4.3%
Equipment Related (fuel, maintenance, insurance, parking)	\$ 12,471.75	3.1%
Office/Storage Location	\$ -	0.0%
Water (Pressure Washer & Office Location)	\$ -	0.0%
Janitorial Supplies	\$ 4,000.00	1.0%
Dumpster/Trash	\$ 1,020.00	0.3%
Office Supplies & Printing	\$ 750.00	0.2%
Miscellaneous	\$ 1,500.00	0.4%
Administrative Fee	\$ 18,184.00	4.5%
Profit	\$ 38,725.38	9.5%
TOTAL	\$ 407,538.55	100.2%

BUDGET SUMMARY - 2023

Category	\$	%
Labor	\$ 277,343.04	66.6%
Benefits	\$ 27,347.94	6.6%
Labor Related (background checks, recruiting, awards, etc.)	\$ 6,390.42	1.5%
Uniforms	\$ 6,600.00	1.6%
Cell Phones	\$ 2,946.00	0.7%
Equipment (Truck, radios, phones, computer)	\$17,983.87	4.3%
Equipment Related (fuel, maintenance, insurance, parking)	\$ 12,858.15	3.1%
Office/Storage Location	\$ -	0.0%
Water (Pressure Washer & Office Location)	\$ -	0.0%
Janitorial Supplies	\$ 4,000.00	1.0%
Dumpster/Trash	\$ 1,020.00	0.2%
Office Supplies & Printing	\$ 750.00	0.2%
Miscellaneous	\$ 1,500.00	0.4%
Administrative Fee	\$ 18,184.00	4.4%
Profit	\$ 39,576.96	9.5%
TOTAL	\$ 416,500.38	100.1%

Deployment

Off Peak (November - April)

Position	Zone	Task	Hours	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Total
Clean Ambassador	Downtown Core & East Bank	Cleaning Patrols	7am-3:30pm	8	8	8	8	8	8	8	56
		Cleaning Patrols	7am-3:30pm	8	8	8	8	8	8	8	56
	All	Cleaning Patrols	7am-3:30pm								0
		Projects/Events	7am-3:30pm		8	8	8	8	8		40
		Cleaning Patrols	7am-3:30pm		8	8	8	8	8		40
Safety Ambassador	Downtown Core and East Bank	Safety Patrols	2:30pm -11pm					8	8	8	24
		Safety Patrols	2:30pm -11pm								0
Flower Program	All	Flowers Watering and Care	7am-3:30pm								0
Parking Enforcement	Downtown Core	Parking Patrols	8am-4:30pm								0
		Parking Patrols	8am-4:30pm								0
Team Leader	WSMS	Working Supervisor 1	7am-3:30pm		8	8	8	8	8		40
Team Leader	Downtown Core and East Bank	Working Supervisor 2	2:30pm -11pm					8	8	8	24
Outreach	All	Outreach Patrols	8am-4:30pm								0
Operation Supervisor	All	Working Manager	11:30am-8pm								0
Operation Manager	All	Working Manager	7am-3:30pm		8	8	8	8	8		40
Total Scheduled Weekly Hours				16	48	48	48	64	64	32	320

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Peak (May - October)

Position	Zone	Task	Hours	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Total
Clean Ambassador	Downtown Core & East Bank	Cleaning Patrols	7am-3:30pm	8	8	8	8	8	8	8	56
		Cleaning Patrols	7am-3:30pm		8	8	8	8	8		40
	All	Cleaning Patrols	7am-3:30pm								0
		Flowers Watering and Care	7am-3:30pm	8	8	8	8	8	8	8	56
		Cleaning Patrols	7am-3:30pm		8	8	8	8	8		40
Safety Ambassador	Downtown Core and East Bank	Safety Patrols	2:30pm -11pm					8	8	8	24
		Safety Patrols	2:30pm -11pm								0
Flower Program	All	Flowers Watering and Care	7am-3:30pm								0
Parking Enforcement	Downtown Core	Parking Patrols	8am-4:30pm								0
		Parking Patrols	8am-4:30pm								0
Team Leader	WSMS	Working Supervisor 1	7am-3:30pm		8	8	8	8	8		40
Team Leader	Downtown Core and East Bank	Working Supervisor 2	2:30pm -11pm					8	8	8	24
Outreach	All	Outreach Patrols	8am-4:30pm								0
Operation Supervisor	All	Working Manager	11:30am-8pm								0
Operation Manager	All	Working Manager	7am-3:30pm		8	8	8	8	8		40
Total Scheduled Weekly Hours				16	48	48	48	64	64	32	320

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Average Weekly Hours			
	Off Peak (November - April)	Peak (May - October)	Average
# of Weeks	26	26	52
Clean Ambassadors	192	136	164
Safety Ambassadors	24	24	24
Flower Program	0	56	28
Parking Enforcement	0	0	0
Team Leader WSMS, C&S	64	64	64
Outreach	0	0	0
Operations Supervisor	0	0	0
Operations Manager	40	40	40
TOTAL	320	320	320