



Department of
Community Investment

Memorandum

Tuesday, April 28, 2015

TO: City of South Bend Redevelopment Commission

FROM: Brock Zeeb Director Economic Resources

SUBJECT: Mowing / Trash pickup memo

South Bend Parks has submitted an updated proposal for mowing / trash removal on the Commission owned properties for the summer months. (Attached is a property map of mowing to be completed)

Synopsis of the proposal:

- Proposal term is 1 year.
- Start date will commence on immediately upon approval.
- Properties have been identified by Community Investment in list format.
- Additional properties are eligible for mowing / trash removal at the cost of \$29.93 per hour, billed @ .25 hour increments.

Parks will be paid \$33,000 for mowing / trash removal on the properties listed by Community Investment until mowing season ends (Middle October).

Additionally Parks has requested approval of funds to purchase a snow thrower (\$1,599.99). This will be owned, stored and maintained by Parks.

Community Investment is seeking the Commission's approval of an amount not to exceed of \$33,000.00.



**AGREEMENT FOR SERVICES
BY AND BETWEEN THE CITY OF SOUTH BEND, INDIANA,
DEPARTMENT OF PARKS AND RECREATION
AND THE CITY OF SOUTH BEND, INDIANA,
DEPARTMENT OF REDEVELOPMENT**

THIS AGREEMENT FOR SERVICES (this "Agreement") is made effective April 30, 2015 (the "Effective Date"), by and between the City of South Bend Department of Parks and Recreation, acting by and through the South Bend Board of Park Commissioners ("Park Board") and the City of South Bend Department of Redevelopment, acting by and through the South Bend Redevelopment Commission (the "Commission").

For and in consideration of the mutual covenants and promises contain herein, the Park Board and the Commission hereby agree as follows:

Section 1. Duties of the Park Board.

The Park Board shall provide the services stated in **Exhibit A** attached hereto and incorporated herein (the "Services") at the locations and properties identified in **Exhibit B** attached hereto and incorporated herein. The Park Board shall execute its responsibilities in accordance with the prevailing standard of care for projects of similar design and complexity.

Section 2. Consideration.

The Park Board shall be paid based on invoices provided in accordance with **Exhibit A**.

Section 3. Term.

This Agreement shall be effective as of the Effective Date. Performance shall commence immediately upon the Effective Date and shall continue for the period described in **Exhibit A**.

Section 4. Assignment; Successors.

The Park Board shall not assign or subcontract the whole or any part of this Agreement without the prior written consent of the Commission.

Section 5. Changes in Scope of Services.

The Park Board understands and agrees that it shall not commence any additional work or change the scope of the agreed Services unless authorized in writing by the Commission. For any change in the scope of Services or for any work for which the Park Board shall be compensated beyond the amounts described in **Exhibit A**, the Park Board shall provide a written request to the Commission. No claim for additional compensation shall be made by the Park Board in the absence of prior written approval by the Commission.

Section 6. Reserved.

Section 7. Relationship/Independent Contractor.

All parties, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures 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 any other party for any purpose whatsoever. No party will assume liability for any injury (including death) to any person(s), or damage to any property, arising out of the acts of omissions of the agents, employees or subcontractors of any other party. The Park Board shall be solely responsible for providing all necessary unemployment and workers' compensation insurance for the Park Board's employees.

The Park Board 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 Commission, however, may file informational returns with the United States Internal Revenue Service or similar state agency regarding payment made to the Park Board in accordance with this Agreement if required under federal, state or local laws applicable to such payment.

Section 8. Funding Cancellation and Payments.

Payments to the Park Board under this Agreement will be appropriated by the Commission in accordance with and subject to IC 6-1.1-18.

Section 9. Non-Collusion and Acceptance.

The undersigned attests, subject to the penalties for perjury, that he/she is a member of the Park Board, and that he/she is the properly authorized representative, agent, member or officer of the Park Board, that he/she has not, no has any other member, employee, representative, agent or office of the Park Board, 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 face of this Agreement.

Section 10. E-Verify.

The Park Board affirms under the penalties of perjury that it does not knowingly employ an unauthorized alien. The Park Board has enrolled in and will verify the work eligibility status of all its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The Park Board shall not knowingly employ or contract with an unauthorized alien. The Park Board shall not retain an employee or contract with a person that the Park Board subsequently learns to be an unauthorized alien.

The Park Board is not required to participate in the E-Verify program should the E-Verify program cease to exist.

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

The Commission may terminate this Agreement for default if the Park Board fails to cure a breach of this provision no later than thirty (30) days after being notified by the Commission of such breach.

Section 11. Minority and Women's Enterprise Diversity Development.

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 Park Board's good faith efforts to obtain participation by those contractors certified by the State of Indiana as a Minority Business Enterprise ("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 contact for which the discriminatory practice noncompliance pertains.

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

Section 12. Signing Authority.

The persons signing on behalf of the Park Board represent that he/she has been duly authorized to execute this Agreement on behalf of the Park Board, and has obtained all necessary and applicable approvals to make this Agreement fully binding upon the Park Board upon execution by the Commission.

The persons signing on behalf of the Commission represent that he/she has been duly authorized to execute this Agreement on behalf of the Commission, and has obtained all necessary and applicable approvals to make this Agreement fully binding upon the Commission upon execution by the Park Board.

Section 13. Drug-Free Workplace.

The Park Board hereby agrees to make a good faith effort to provide and maintain a drug-free workplace. The Park Board will give written notice to the Commission with ten (10) days after receiving actual notice that an employee of the Park Board has been convicted of a criminal drug violation occurring in the workplace.

Section 14. Governing Law; Compliance with Laws.

This Agreement shall be construed and interpreted according to the laws of the State of Indiana. The Park Board 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. The Park Board 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 Commission shall not be required pay for services that are inconsistent with or in violation of this Agreement for any Services performed in violation of federal, state or local statute ordinance, rule or regulation.

Section 15. 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.

(Remainder of page intentionally left blank)

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.

**CITY OF SOUTH BEND,
DEPARTMENT OF PARKS AND RECREATION**

Date: _____

Signature

Printed Name and Title

South Bend Park Board

ATTEST:

Signature

Printed Name and Title

South Bend Park Board

**CITY OF SOUTH BEND,
DEPARTMENT OF REDEVELOPMENT**

Date: _____

Signature

Printed Name and Title

South Bend Redevelopment Commission

ATTEST:

Signature

Printed Name and Title

South Bend Redevelopment Commission

EXHIBIT A

SOUTH BEND

PARKS & RECREATION
DEPARTMENT



Redevelopment Property Management
John Martinez
Interim Maintenance Superintendent
jmartine@southbendin.gov
235-7645

Attachment "A"

Summary: To address the scheduled mowing and debris clean up on identified Redevelopment properties between May and October. These properties are designated prior to the start of the season by the Redevelopment Commission. Properties added after the fact will be subject to independent billing beyond the original agreement.

Statement of Need: Proposed cost covers the employee wages, supervision, vehicle cost, repair, equipment replacement cost, and gasoline costs incurred by the property management.

Project Description: Turf will be maintained by a combination of mowing and trimming methods. Litter and debris will be picked up and disposed of by Parks. Properties will be maintained on a rotation in accordance to the grass height. Special consideration will be given towards properties around high visibility areas and for special events. The Parks Supervisor will keep a log of properties along with maintenance dates and notes.

Billing Details: An invoice for the amount of \$33,000 will be generated by Parks and submitted to Redevelopment Commission for payment. The billed amount covers the entirety of the property management discussed in the summary. Additional properties added throughout the course of the year will be billed at \$29.93 an hour for maintenance efforts. This will be billed in .25 hour increments and with an average expectancy of .5 hour per lot.

EXHIBIT B

Redevelopment Commission Owned Properties

April 2015

