

THE BOARD OF PUBLIC WORKS AND SAFETY HELD ITS REGULARLY SCHEDULED MEETING FOR
WEDNESDAY, FEBRUARY 29, 2012 IN THE COUNCIL LOUNGE SECOND FLOOR, CITY HALL.

MEMBERS PRESENT

DELVERT COLE, PRESIDENT

M. CELITA GREEN, VICE- PRESIDENT

NIQUELLE ALLEN, SECRETARY

MEMBERS ABSENT

CLOTEAL LABROI,ESQ., DIRECTOR, PUBLIC WORKS

Meeting called to order at 10:07a.m.

CLAIMS: SEE "EXHIBIT A"

C. Green:

BOARD LISTING FOR FEBRUARY 29, 2012

RATIFICATION OF PENSION PAYROLL PAID ON FEBRUARY 22, 2012

FIRE PENSION PAYROLL	\$ 390,534.76
POLICE PENSION PAYROLL	\$ 421,286.87

TOTAL PENSION PAYROLL	\$ 811,821.63
------------------------------	----------------------

Mr. President, I move that we ratify the pension payroll for February 22, 2012.

N. Allen: Second.

D. Cole: It's been moved and properly second. Are there any other comments/ questions? Hearing none, seeing none, all those in favor signify by the sound of aye.

3 Ayes

0 Nays

C. Green:

BOARD LISTING FOR FEBRUARY 29, 2012

RATIFICATION OF PAYROLL FOR FEBRUARY 24, 2012

TOTAL PAYROLL	\$1,533,884.01
---------------	----------------

TOTAL PAID	\$1,533,884.01
-------------------	-----------------------

Mr. President, I move that we ratify the payroll for February 24, 2012.

N. Allen: Second.

D. Cole: It's been moved and properly second. Are there any other comments/ questions? Hearing none, seeing none, all those in favor signify by the sound of aye.

3 Ayes

0 Nays

C. Green:

BOARD LISTING FOR FEBRUARY 29, 2012

APPROVAL OF CLAIMS TO BE PAID ON FEBRUARY 29, 2012

GENERAL		\$ 281,059.66
YOUTH SERVICES	\$ 3500.00	
PROTECTIVE SERVICE	\$ 622.18	
COMP COURT	\$ 1093.00	
AMBULANCE	\$ 7471.03	
LAW ENF TRAINING	\$ 1061.80	
LOCAL ROADS AND STREETS	\$123,160.58	
SOLID WASTE RECYC	\$ 794.54	
HHS	\$ 3473.86	
PARK DEPT.	\$ 1138.22	
BIO-TERRORISM	\$ 408.50	
COPS TECHNOLOGY	\$ 75,889.82	
COMMUNITY DVLP	\$202,151.66	
MEDIA FUND	\$ 6692.33	
SPECIAL PROJECT	\$ 100.00	
WCI/UCI BENEFIT	\$ 51,416.64	
WEED AND SEED	\$ 307.00	
HOPE VI PILOT	\$ 9353.84	
HPRP	\$ 3350.00	
SPECIAL REVENUE		\$ 491,985.00
HOME PROGRAM		\$ 22,490.00
MARQUETTE PARK FUND		\$ 17.90
GOLF COURSE FUND		\$ 18.30
EMPOWERMENT ZONE		\$ 8366.43
GENESIS CENTER OPERATING		\$ 419.97
ECONOMIC DEVELOPMENT TRUST		\$ 50.00
NEIGHBORHOOD STABILIZATION		\$ 312.58
LEAD GRANT		\$ 77,490.05
NOTE RESERVE	\$ 215,098.20	
NOTE PAYMENT	\$ 201,797.25	
TOTAL CASINO		\$ 416,895.45

TOTAL TO BE PAID

\$1,299,105.34

Mr. President, I move that we approve claims for February 29, 2012.

N. Allen: Second.

D. Cole: It's been moved and properly second. Are there any other comments/ questions? Hearing none, seeing none, all those in favor signify by the sound of aye.

3 Ayes

0 Nays

AWARDS

**PURCHASE OF 2 DODGE RAM TRUCKS AND-
ONE DODGE CHARGER**

POLICE DEPARTMENT

C. Green:

TO: BOARD OF PUBLIC WORKS AND SAFETY
FROM: LATASHA RICHARDSON, GARY POLICE DEPARTMENT
RE: AWARD RECOMMENDATION
DATE: FEBRUARY 22, 2012

The Gary Police Department hereby requests that the Board of Public Works and Safety rescind the previous request approved on Wednesday, January 25, 2012 to award the purchase of three (3) 2012 Dodge Ram 1500 Crew Cab 4X4 5.7 Box Trucks from Thomas Dodge.

Mr. President, I move that we approve the request to rescind the approval given on January 25, 2012.

N. Allen: Second.

D. Cole: It's been moved and properly second. Are there any other comments/ questions? Hearing none, seeing none, all those in favor signify by the sound of aye.

3 Ayes

0 Nays

C. Green:

TO: BOARD OF PUBLIC WORKS AND SAFETY
FROM: LATASHA RICHARDSON, GARY POLICE DEPARTMENT
RE: AWARD RECOMMENDATION
DATE: FEBRUARY 22, 2012

Staff has decided that it is in the best interests of the Gary Police Department to purchase one (1) 2012 Dodge Charger and two (2) 2012 Dodge Ram 1500 Crew Cab 4X4 5.7 Box Trucks and as a result, staff

contacted both vendors who responded to the original RFQ and asked them to resubmit sealed responses which are as follows:

VENDOR NAME	DODGE CHARGER UNIT PRICE	DODGE RAM 1500 UNIT PRICE
1. Thomas Dodge	\$ 22,597.00/ea.	\$ 24,247.11/ea
2. Bosak Motor Sales	\$ 32,955.00/ea.	\$ 36,960.00/ea

Staff has reviewed the RFQ's and recommend that one (1) 2012 Dodge Charger and two (2) 2012 Dodge Ram 1500 Crew Cab 4X4 5.7 Box Trucks be purchased from Thomas Dodge for being the lowest and most responsive bidder.

If you have any questions regarding this matter, please feel free to contact me.

Mr. President, I move that we approve the award of the vehicles to Thomas Dodge.

N. Allen: Second.

D. Cole: It's been moved and properly second. Are there any other comments/ questions? Hearing none, seeing none, all those in favor signify by the sound of aye.

3 Ayes

0 Nays

CORRESPONDENCES AND AGREEMENTS

CORRESPONDENCE FROM THE HUMAN RESOURCES DEPARTMENT RE: Contract for CIGNA Dental

C. Green:

TO: BOARD OF PUBLIC WORKS AND SAFETY
FROM: MARIANETTA BARBER, DIRECTOR, HUMAN RESOURCES
RE: CIGNA DENTAL PPO GROUP HEALTH PLAN CONTRACT AGREEMENT
DATE: FEBRUARY 23, 2012

Attached is a contract for CIGNA Dental PPO Health Group Plan to provide a fully insured PPO Dental Plan for City of Gary employees and their dependents.

The contract will be for the period of January 1, 2012 thru December 31, 2012 and the compensation will be the sum of the number of members enrolled monthly times the monthly premium rate based on the members tier. However, in no event shall the contract exceed \$430,583.00.

This request is formally being submitted for your approval to ratify to January 1, 2012.

TO: MARIANETTA BARBER, HR DIRECTOR
FROM: NIQUELLE ALLEN, CORPORATION COUNCIL
RE: CONTRACT FOR CIGNA DENTAL PPO GROUP HEALTH PLANS
DATE: FEBRUARY 6, 2012

The Law Department has drafted the enclosed contract for professional services. It is in proper legal form and is sufficient to adequately protect the interests of the City of Gary. The Law Department did not negotiate the terms and therefore makes no comment on the content of those items. Upon receipt of this memorandum, please sign it and then forward same.

CONTRACT FOR PROFESSIONAL SERVICES

This agreement is effective as of January 1, 2012 by and between the City of Gary...and CIGNA Dental Corporation...

1. Scope of Services

The services to be performed by the contractor on behalf of the City are as follows:

1.1 Provide a fully insured Incentive Dental PPO as listed in Exhibit A, attached and incorporated by reference...

2. TERM OF AGREEMENT

2.1 This contract shall be for a term commencing on the effective date January 1, 2012 and expiring December 31, 2012...

3. COMPENSATION

3.1 As compensation for satisfactory performance...City agrees to pay contractor the sum of the number of members enrolled monthly times the monthly premium rate per member based on the members enrollment tier. In no event shall compensation to contractor exceed the sum of \$430,583.00 annually.

3.2 DPPO Dental

Employee	\$ 20.30
Employee + one dependent	\$ 33.30
Employee + family	\$ 55.83

Exhibit A is attached.

Mr. President, I move that we approve the award CIGNA Dental PPO Group Health Care Plan for the City of Gary employees effective January 1, 2012.

N. Allen: Second.

D. Cole: It's been moved and properly second. Are there any other comments/ questions? Hearing none, seeing none, all those in favor signify by the sound of aye.

3 Ayes

0 Nays

CORRESPONDENCE FROM THE POLICE DEPARTMENT RE: Request to Rescind Original Award
See "AWARDS."

CORRESPONDENCE FROM THE POLICE DEPARTMENT RE: Contract for Minnick Animal Crematory

C. Green:

TO: BOARD OF PUBLIC WORKS AND SAFETY
FROM: WADE INGRAM SR. POLICE CHIEF, GARY POLICE DEPT.
RE: PROFESSIONAL SERVICES CONTRACT
DATE: FEBRUARY 22, 2012

We hereby request that the Board of Public Works and Safety place the professional services contract on its agenda for approval. This agreement is for a period of one year and will allow Minnick Animal Crematory Corp. to provide all labor, materials, and equipment for cremation and pick up services utilized by the Animal Enforcement Division of the Gary Police Department.

If further information is needed regarding this matter, please feel free to contact this office.

If you have questions regarding this matter, please feel free to contact me.

TO: WADE INGRAM, POLICE CHIEF
FROM: NIQUELLE ALLEN, CORPORATION COUNCIL
RE: CONTRACT FOR MINNICK PET CREMATORY
DATE: JANUARY 19, 2012

The Law Department has drafted the enclosed contract for professional services. It is in proper legal form and is sufficient to adequately protect the interests of the City of Gary. The Law Department did not negotiate the terms and therefore makes no comment on the content of those items. Upon receipt of this memorandum, please sign it and then forward same.

1. SERVICES OF THE CONTRACTOR

The services to be performed by the contractor on behalf of the City are as follows:

1.1 Contractor agrees to provide all labor, materials, and equipment for cremation services and pick up services pursuant to correspondence dated January 1, 2012 which is incorporated by reference and attached hereto as Exhibit A...

6. EFFECTIVE DATE AND TIME OF PERFORMANCE

This contract takes effect on January 1, 2012. The services to be performed by the Contractor will be for twelve months subject to extension or earlier termination...

7. COMPENSATION

7.1 Cremation Service- \$0.39/lb; and

7.2 Pickup Service- \$55.00/pickup

7.3 In no event shall compensation exceed \$15,000.00.

Mr. President, I move that we approve the professional services contract between Minnick Animal Crematory Inc. and the City of Gary, effective January 1, 2012.

N. Allen: Second.

D. Cole: It's been moved and properly second. Are there any other comments/ questions? Hearing none, seeing none, all those in favor signify by the sound of aye.

3 Ayes

0 Nays

CORRESPONDENCE FROM THE PUBLIC WORKS DEPARTMENT RE: Road Closure Request

C. Green:

TO: BOARD OF PUBLIC WORKS AND SAFETY
FROM: SAM SHAPIRA, CIVIL/ TRAFFIC ENGINEER
RE: ROAD CLOSURE ON 7TH AVENUE FROM JEFFERSON STREET TO
MADISON ST. FOR THE CONSTRUCTION OF A BACKWASH FACILITY.
IN-AWC. BORMAN PARK WATER TREATMENT PLANT
DATE: FEBRUARY 24, 2012

Attached hereto is an email from Art Knapp, Project Superintendent of River City Construction, requesting to close 7th Avenue from Jefferson Street to Madison Street. The duration of the closure is approximately 3 months- March 1st to June 1st.

During the closure, Traffic Control will monitor the activities and will inform the emergency agencies of impending closure. Traffic will be detoured to the adjacent street. Signage and barricades will be posted. I respectfully request the Board of Public Works and Safety to approve this request.

Attachments:

1. Email from Art Knapp
2. Location of the closure
3. Street cut permit fee

TO: SAM SHAPIRA, CIVIL/ TRAFFIC ENGINEER
FROM: ART KNAPP, PROJECT MANAGER
DATE: FEBRUARY 22, 2012

We at River City Construction are requesting an emergency street shutdown. The location of this request is 7th Avenue between Jefferson Street and Madison Street. We think only the east half of this city block would need to be barricaded off, which would leave alley access to the south (there is no alley to the north).

Construction excavation has potentially weakened the soil around three separate power poles. NIPSCO engineering finds it necessary to brace those poles back to the street.

The street shutdown would be incorporated with our previous submitted plan at a later date.

Mr. President, I move that we approve the road closure on 7th Avenue from Jefferson to Madison Street.

N. Allen: Second.

D. Cole: It's been moved and properly second. Are there any other comments/ questions? Hearing none, seeing none, all those in favor signify by the sound of aye.

3 Ayes

0 Nays

CORRESPONDENCE FROM THE OFFICE OF FILM AND TELEVISION RE: Request to Film in Gary

C. Green:

TO: BOARD OF PUBLIC WORKS AND SAFETY
FROM: BEN CLEMENT, EX. DIRECTOR
RE: REQUEST TO FILM IN GARY
DATE: FEBRUARY 23, 2012

Please be advised the S.E.C. Visuals of Chicago, Illinois is seeking to film portions of a music video for the band O'Brother and their song entitled "LO" on Sunday, March 4, 2012. If approved by the Board of Public Works and Safety, filming will take place at the former City Methodist Church located at 6th Avenue and Washington Street between the hours of 5:00a.m. and 8:00p.m.

Film production will involve a crew of 20 people or less and will not impede traffic or produce any sound, lighting, or other disturbances to the neighborhood. No street closures or special city services are required.

Please find attached proof of insurance and a hold harmless agreement protecting the City of Gary from any risks associated with this project. I respectfully ask that this request to film within the city limits be placed on the Board of Public Works agenda for Wednesday, February 29, 2012.

Thank you for your consideration.

TO: BEN CLEMENT
FROM: DAVID MUNCHAK, PRODUCER O'BROTHER LO
DATE: FEBRUARY 21, 2012

This is a letter of intent to inform you of the details of the music video for the band O'Brother and their song entitled "LO".

We intend to film on the grounds of the Methodist Church property located at 577 Washington Street in Gary, IN. Filming will take place on Sunday, March 4, 2012. Our time on the premises would begin at 5am and will continue to no later than 8pm. We will have a crew consisting of approximately 15 individuals but could reach up to 20 people.

Here is the synopsis of the video. The video will follow a trio of neighborhood youths as they spend a lazy afternoon exploring their town. It is a town with rundown properties, trash on the streets, and graffiti on the wall. The youths are troublemakers and they spend their day drinking openly from liquor bottles and later breaking bottles on the street. They smoke cigarettes. They steal an old bike chained

up on a bike rack. They mug a man on the street for his wallet and rough him up a bit. The youths have no respect for the world they live in, but they do take some time to play with the neighborhood dog. They eventually come across an old church and are fascinated by it. Even though they know their neighborhood well, it's as though they discover the church for the first time. They decide to creep in and explore. They eventually come across an odd- looking creature amongst the rubble and debris inside the church. They are scared and fascinated, but when they approach, the creature spits out a smaller but horrific- looking creature. It is an otherworldly beast but it has odd human features, like human teeth and a small human arm. The video concludes with the youths reacting to the site of the thing. They are at once fascinated, confused, scared. Nothing happens to the youths except for them running out of the church.

We will spend our single day in Gary filming the youths entering and exiting the church and finding the creature in the rubble and then reacting to it. None of the story elements or destructive actions of the youths will be filmed on that day. Everything else will already have been filmed in Chicago.

Mr. President, I move that we approve the request to film in Gary, March 4, 2012.

N. Allen: Second.

D. Cole: It's been moved and properly second. Are there any other comments/ questions? Hearing none, seeing none, all those in favor signify by the sound of aye.

3 Ayes

0 Nays

CORRESPONDENCE FROM THE DEPARTMENT OF COMMUNITY DEVELOPMENT RE: Contracts for the

- Broadway Area CDC
- Medical Assistant/ Outreach Worker
- Jeff and Cheryl Wilson with EJ Construction
- Health Educator/ Nurse Case Manager

C. Green:

TO: BOARD OF PUBLIC WORKS AND SAFETY
FROM: ARLENE D. COLVIN, EXECUTIVE DIRECTOR
RE: APPROVAL OF CONTRACT WITH THE BROADWAY AREA CDC
DATE: FEBRUARY 22, 2012

Attached is a loan agreement between the City of Gary Department of Community Development and the Broadway Area CDC.

Broadway Area CDC is partnering with South Shore Commons, LP, a limited partner of Edgewater Systems, to develop, construct, operate, and manage a housing complex for permanent housing for the homeless population in the City of Gary. The City of Gary Community Development Program is loaning \$336,026.00 in HOME Funds to the Broadway Area CDC as part of the financing for this project.

I am requesting Board approval of this loan agreement. The agreement has been reviewed by both the project attorney, Anderson Partners, LLC, as well as our local attorney as evidenced by the attached memorandum.

If you have questions, do not hesitate to contact me.

TO: BOARD OF PUBLIC WORKS
FROM: INGA LEWIS- SHANNON, ATTORNEY
RE: HOME LOAN AGREEMENT
DATE: FEBRUARY 16, 2012

The Law Offices of Inga Lewis- Shannon has reviewed the HOME Loan Agreement between Broadway Area CDC and the Department of Community Development as well as all supporting mortgages and promissory notes. The agreement is for the City to loan the Borrower funds for the development of affordable housing and the Borrower will assign its interest as mortgagee to the City. Pursuant to the agreement, the City will loan the Borrower the sum of \$336,026.00.

The contract is in proper legal form and is sufficient to adequately protect the interests of the City of Gary.

The Law Office of Inga Lewis- Shannon did not negotiate said contract and therefore makes no comment on the terms contained therein. The Law Office of Inga Lewis- Shannon does not monitor the performance of the Contractor.

**CITY OF GARY
DEPARTMENT OF COMMUNITY DEVELOPMENT
AMENDED HOME LOAN AGREEMENT
HOME INVESTMENT PARTNERSHIPS PROGRAM**

This City of Gary HOME Investment Partnership Program Amended Home Loan on Agreement...is entered into this 29th day of February 2012...between the City of Gary...and Broadway Area CDC...

...**WHEREAS** , Borrower and City executed a HOME loan Agreement in 2011 to develop real property located in the City of Gary, County of Lake, to develop, construct, operate, and manage thereon a 75,000 sq. ft. housing complex that will include 60 residential units as permanent housing for the homeless population to be known as South Shore Commons. The 60 units will be divided as 48- one bedroom apartments and 12- two bedroom apartments, fully furnished with private kitchens and bathrooms. Common shared spaces will include laundry facilities, reception desk, meeting rooms, library, and gathering areas; and...

SECTION 2. LOAN.

City will loan Borrower the principal sum of \$336,026.00 subject to the terms and conditions set forth in the HOME Loan Agreement and the loan documents as defined herein.

The HOME Loan shall be evidenced by and repaid pursuant to the HOME Promissory Note and secured by the HOME Loan.

Mr. President, I move that we approve the HOME Loan Agreement with the Broadway Area CDC and the City of Gary, Department of Community Development.

N. Allen: Second.

D. Cole: It's been moved and properly second. Are there any other comments/ questions? Hearing none, seeing none, all those in favor signify by the sound of aye.

3 Ayes

0 Nays

TO: BOARD OF PUBLIC WORKS AND SAFETY
FROM: ARLENE D. COLVIN, EXECUTIVE DIRECTOR
RE: **CONTRACT FOR MEDICAL ASSISTANT/ OUTREACH WORKER- LEAD GRANT**
DATE: FEBRUARY 22, 2012

Attached is an agreement between Rosemarie Walker and the City of Gary's Community Development Department.

The agreement is a professional services contract for a Medical Assistant / Outreach Worker under the Department's Lead Grant. This contract extends the work to be performed under the agreement through April, 2012, which marks the conclusion of the grant. I am requesting Board approval of this contract.

If you have questions, do not hesitate to contact me.

TO: BOARD OF PUBLIC WORKS
FROM: ATTY. INGA LEWIS- SHANNON
RE: MEDICAL ASSISTANT/ OUTREACH WORKER
DATE: FEBRUARY 16, 2012

The Law Offices of Inga Lewis- Shannon have reviewed the attached Medical Assistant/ Outreach Worker Professional Services Contract between Rosemarie Walker and the Department of Community Development. The contract is for the contractor to provide the services of a Medical Assistant and Outreach Worker until April of 2012. Pursuant to the contract, the Contractor will be paid an amount not to exceed the weekly sum of \$450.00.

The contract is in proper legal form and is sufficient to adequately protect the interests of the City of Gary.

The Law Office of Inga Lewis- Shannon did not negotiate said contract and therefore makes no comment on the terms contained therein. The Law Office of Inga Lewis- Shannon does not monitor the performance of the Contractor.

CONTRACT FOR PROFESSIONAL SERVICES

This agreement is effective as of February 1, 2012 by and between the City of Gary, Indiana...and Rosemarie Walker.

1. Scope of Services

The services to be performed by the contractor on behalf of the City are as follows:

1.1 Contractor agrees to facilitate blood lead testing sites for children ages 6 years and younger residing in the City of Gary.

1.2 Contractor agrees to remain visible in the community distributing lead poisoning prevention literature and participating in health fairs;

1.3 Contractor agrees to refer homes with lead- based paint hazards to the Lead Free 4Me Program;
1.4 Contractor agrees to maintain confidentiality of client information and responsibly issue program incentives;...

2. Term of Agreement

2.1 This contract shall be for a term commencing on February 1, 2012, the effective date and expiring April 30, 2012...

3. Compensation

3.1 As compensation for satisfactory performance of the services set forth in Article 1 above, City agrees to pay contractor \$18/hr and contractor a total of 25 hours per week for the duration of this contract... And shall not exceed \$450.00.

Mr. President, I move that we approve the Medical Assistant/ Outreach Worker contract for Rosemarie Walker with the City of Gary Health Department.

N. Allen: Second.

D. Cole: It's been moved and properly second. Are there any other comments/ questions? Hearing none, seeing none, all those in favor signify by the sound of aye.

3 Ayes

0 Nays

TO: BOARD OF PUBLIC WORKS AND SAFETY
FROM: ARLENE D. COLVIN, EXECUTIVE DIRECTOR
RE: CONTRACT FOR JEFF AND CHERYL WILSON WITH EJ CONSTRUCTION
DATE: FEBRUARY 23 2012

Attached is an agreement between Jeff and Cheryl Wilson and the City of Gary's Community Development Department.

The agreement is a housing repair contract for \$14,750.00. The work must be completed by April 10, 2012. I am requesting Board approval of this contract.

If you have questions, do not hesitate to contact me.

TO: BOARD OF PUBLIC WORKS
FROM: ATTY. INGA LEWIS- SHANNON
RE: CONTRACT FOR JEFF AND CHERYL WILSON
DATE: FEBRUARY 16, 2012

The Law Offices of Inga Lewis- Shannon has reviewed the attached Housing Repair Contract between Jeff and Cheryl Wilson, the Department of Community Development, and EJ Construction, LLC. The contract is for the contractor to provide emergency repair services to the property located at 141 West 46th Avenue, Gary, Indiana. Pursuant to the contract, the Contractor will be paid the sum of \$14,350.00.

The contract is in proper legal form and is sufficient to adequately protect the interests of the City of Gary.

The Law Office of Inga Lewis- Shannon did not negotiate said contract and therefore makes no comment on the terms contained therein. The Law Office of Inga Lewis- Shannon does not monitor the performance of the Contractor.

A "Notice to Proceed" is attached.

2. PERMITS AND CODES

2.1.1 Contractor agrees to secure and pay for all necessary permits and licenses required for Contractor's performance and to adhere to applicable local codes and requirements...

3. TIME OF COMPLETION

..is April 10, 2012...

4. CONTRACT SUM AND PAY SCHEDULE

4.1 Owner agrees to authorize payment to the Contractor for performance of the work approved by the Department of Community Development Construction Services Division...the sum of \$14,350.00...

Mr. President, I move that we approve the agreement between Jeff and Cheryl Wilson, the Department of Community Development, and EJ Construction .

N. Allen: Second.

D. Cole: It's been moved and properly second. Are there any other comments/ questions? Hearing none, seeing none, all those in favor signify by the sound of aye.

3 Ayes

0 Nays

TO: BOARD OF PUBLIC WORKS AND SAFETY
FROM: ARLENE D. COLVIN, EX. DIRECTOR
RE: HEALTH EDUCATOR/ NURSE CASE MANAGER CONTRACT- LEAD GRANT
DATE: FEBRUARY 23, 2012

Attached is an agreement between Christina Collins and the City of Gary's Community Development Department.

The agreement is a professional services contract for a Health Educator/ Nurse Case Manager under the Department's Lead Grant. This contract extends the work to be performed under the agreement through April 12, 2012, which marks the conclusion of the grant. I am requesting Board approval of this contract.

If you have questions, do not hesitate to contact me.

TO: BOARD OF PUBLIC WORKS
FROM: ATTY. INGA LEWIS- SHANNON

RE: **HEALTH EDUCATOR/ NURSE CASE MANAGER CONTRACT- LEAD GRANT**
DATE: FEBRUARY 23, 2012

The Law Offices of Inga Lewis- Shannon have reviewed the attached Health Educator/ Nurse Case Manager Services Contract between Christina Collins and the Department of Community Development. The contract is for the contractor to provide the services of a Health Educator/ Nurse Case Manager until April of 2012. Pursuant to the contract, the Contractor will be paid an amount not to exceed the weekly sum of \$865.60.

The contract is in proper legal form and is sufficient to adequately protect the interests of the City of Gary.

The Law Office of Inga Lewis- Shannon did not negotiate said contract and therefore makes no comment on the terms contained therein. The Law Office of Inga Lewis- Shannon does not monitor the performance of the Contractor.

CONTRACT FOR PROFESSIONAL SERVICES

This agreement is effective as of February 1, 2012 by and between the City of Gary, Indiana...and Christina Collins.

1. Scope of Services

The services to be performed by the contractor on behalf of the City are as follows:

1.1 Contractor shall work a minimum of 40 hours per week until April, 2012 as a Health Educator/ Nurse Case Manager for the Childhood Lead Poisoning prevention program coordinating case management activities for children with elevated lead levels. (Job duties are included within the job description attached hereto and incorporated herein as Exhibit "A")...

2 Term of Agreement

2.1 This contract shall be for a term commencing on the effective date and expiring April, 2012...

3. Compensation

3.1 As compensation for satisfactory performance of the services set forth in Article 1 above, City agrees to pay contractor \$21.64/hr and contractor a total of 40 hours per week for the duration of this contract...

Mr. President, I move that we approve the Health Educator/ Nurse Case Manager contract for Christina Collins with the City of Gary Community Development Department.

N. Allen: Second.

D. Cole: It's been moved and properly second. Are there any other comments/ questions? Hearing none, seeing none, all those in favor signify by the sound of aye.

3 Ayes

0 Nays

CORRESPONDENCE FROM THE DEPARTMENT OF HEALTH AND HUMAN SERVICES RE: Contract for Dr. Roland Walker

C. Green:

TO: BOARD OF PUBLIC WORKS AND SAFETY
FROM: SHIRLEY HAWKINS, EX. DIRECTOR
RE: CONTRACT FOR ROLAND WALKER, M.D.
DATE: FEBRUARY 23, 2012

Submitted for your review and approval is the contract for Roland H. Walker, M.D., City of Gary Health Commissioner. It was reviewed by the Law Department.

The contractor annual salary is \$35,103.00. The term of the agreement is January 17, 2012 thru December 31, 2012.

We are requesting that this contract be placed on the agenda for your next scheduled Board of Works meeting.

TO: SHIRLEY HAWKINS, DIRECTOR, HHS
FROM: NIQUELLE ALLEN, CORP. COUNSEL
RE: CONTRACT FOR DR. ROLAND WALKER
DATE: FEBRUARY 27, 2012

The Law Department has drafted the enclosed contract for professional services. It is in proper legal form and is sufficient to adequately protect the interests of the City of Gary. The Law Department did not negotiate the terms and therefore makes no comment on the content of those items. Upon receipt of this memorandum, please sign it and then forward same.

CONTRACT FOR PROFESSIONAL SERVICES

This agreement is effective as of January 17, 2012 by and between the City of Gary and Dr. Roland Walker....

1. Scope of Services

The Services to be performed by the contractor on behalf of the City are as follows:

1.1 Contractor agrees to perform all statutory duties of the Health Commissioner within the City of Gary, including but not limited to, enforcing all applicable laws, ordinances, orders, rules, and regulations of the local and superior boards of health; maintaining appropriate and cooperative relationship with the Indiana State Board of Health; attending all required meetings for consultation concerning any public health related matter, collecting, recording, and reporting to appropriate State Departments and agencies all vital statistics within the Commissioner's jurisdiction...

2. Term of Agreement

2.1 This contract shall be for a term commencing on the effective date and expiring December 31, 2012...

3. Compensation

3.1 As compensation for satisfactory performance of the services set forth in Article 1 above, City agrees to pay contractor \$1404.12 bi-weekly. In no event shall compensation exceed \$35,103.00...

Mr. President, I move that we approve the agreement between the City of Gary Health Department and Dr. Roland Walker as Commissioner effective January 17, 2012.

N. Allen: Second.

D. Cole: It's been moved and properly second. Are there any other comments/ questions? Hearing none, seeing none, all those in favor signify by the sound of aye.

3 Ayes

0 Nays

CORRESPONDENCE FROM THE LAW DEPARTMENT RE: Contract for

- Schenell McClendon
- Indiana Family and Social Services Administration

C. Green:

TO: CLOTEAL LABROI, ESQ.
FROM: NIQUELLE ALLEN, CORPORATION ALLEN
RE: PROFESSIONAL SERVICES CONTRACT- SCHENELL MCCLENDON
FROM: FEBRUARY 28, 2012

The Law Department has reviewed the attached professional services contract between Schenell McClendon and the City of Gary. The contract is for work to be performed between February 27, 2012 and February 26, 2013. Pursuant to the contract, the contractor will be paid an amount not to exceed \$43,000.00.

The contract is in proper legal form and is sufficient to adequately protect the interests of the City of Gary.

The Law Department did not negotiate said contract and therefore makes no comment on the terms contained therein. The Law Department does not monitor the performance of the contractor.

1. Scope of Services

The services to be performed by the contractor on behalf of the City are as follows:

1.1 Contractor shall provide legal services to the Law Department as outlined in the scope of services contained in Exhibit "A"...

EXHIBIT "A"

1. Activities

- Contractor shall devote such hours as necessary to perform the services listed below (No less than an average of 40 hours per week.)

- Contractor shall exercise independent legal judgment to act in the best interests of the City of Gary.
- Provide legal advice, counsel, and opinions on a wide variety of civil assignments, including but not limited to drafting ordinances, counseling departments, and attending meetings. Hearings.
- Prepare and review contracts and other documents for legal correctness and acceptability
- Perform other legal services and tasks as assigned by the Corporation Counsel or City Attorney.
- Handle federal and state court proceedings on behalf of the City as the need arises including any and all court filings and representations.
- Provide reports to the Law Department as requested by the Corporation Counsel.

2. Term of Agreement

2.1 This contract shall be for a term commencing on the effective date and expiring February 13, 2013...

3. Compensation

3.1 As compensation for satisfactory performance of the services set forth...City agrees to pay contractor a sum not to exceed \$43,000.00...

Mr. President, I move that we approve contract for legal services between the City of Gary and Schenell McClendon.

N. Allen: Second.

D. Cole: It's been moved and properly second. Are there any other comments/ questions? Hearing none, seeing none, all those in favor signify by the sound of aye.

3 Ayes

0 Nays

C. Green:

TO: CLOTEAL LABROI, ESQ.
FROM: NIQUELLE ALLEN, CORPORATION ALLEN
RE: PROFESSIONAL SERVICES CONTRACT- INDIANA FSSA
FROM: FEBRUARY 28, 2012

The Law Department has reviewed the attached professional services contract between Indiana Family and Social Services Administration Division of Disability and Rehabilitative Services and the City of Gary. The contract is for work to be performed between February 1, 2012 and January 31, 2016. The contract is in proper legal form and is sufficient to adequately protect the interests of the City of Gary.

The Law Department did not negotiate said contract and therefore makes no comment on the terms contained therein. The Law Department does not monitor the performance of the contractor.

PROFESSIONAL SERVICES CONTRACT

This contract entered into by and between the Indiana Family and Social Services Administration Division of Disability and rehabilitative Services and the City of Gary...

1. Duties of Contractor

A.

1. Vending Machines. Coin or currency operated machines capable of dispensing an article or product...

4. The term "Vending Business" may include the sale of products by automatic vending machines, cafeterias, snack bars, cart services, shelters or counters, as agreed to by State...

2. Consideration

The consideration for this agreement to provide vending products and services at the Contractor's location is for the State to have the opportunity to continue vending sites for the State's Business Enterprise Program. Under this agreement, no payment or other monetary remuneration will be paid by one party to the other. The award amount is \$0.00 as identified in attachment "A", attached hereto and incorporated herein...

Mr. President, I move that we approve the agreement between the Indiana Department of Family and Social Services Administration Division of Disability and Rehabilitative Services and the City of Gary.

N. Allen: Second.

D. Cole: It's been moved and properly second. Are there any other comments/ questions? Hearing none, seeing none, all those in favor signify by the sound of aye.

3 Ayes

0 Nays

CORRESPONDENCE FROM THE FINANCE DEPARTMENT RE: Intra- local Agreement Between the Gary/ Chicago International Airport and the City of Gary for Airport Rescue and Firefighting Services

C. Green:

TO: BOARD OF PUBLIC WORKS AND SAFETY

FROM: M. CELITA GREEN, CITY CONTROLLER

RE: INTRA- LOCAL AGREEMENT BETWEEN THE GARY/ CHICAGO INTERNATIONAL AIRPORT AND THE CITY OF GARY FOR AIRPORT RESCUE AND FIREFIGHTING SERVICES

DATE: FEBRUARY 28, 2012

Please place the Intra- Local Agreement between the Gary/ Chicago International Airport and the City of Gary for Airport and Firefighting services on the Board of Public Works and Safety's next regularly scheduled meeting for approval. The agreement is effective from January 1, 2012 through December 31, 2012 and is an extension from 2011. The City of Gary will invoice the Gary/ Chicago Airport quarterly for Airport Rescue and Firefighting Services as notated in the agreement.

TO: CLOTEAL LABROI, ESQ.
FROM: NIQUELLE ALLEN, CORPORATION ALLEN
RE: PROFESSIONAL SERVICES CONTRACT
INTRA- LOCAL AGREEMENT BETWEEN THE GARY/ CHICAGO
INT'L AIRPORT AND THE CITY OF GARY
FROM: FEBRUARY 28, 2012

The Law Department has reviewed the attached professional services contract between the Gary/ Chicago International Airport and the City of Gary. The contract is for work to be performed between January 1, 2012 and December 31, 2012. Pursuant to the contract, the contractor will be paid an amount not to exceed \$185,000.00.

The contract is in proper legal form and is sufficient to adequately protect the interests of the City of Gary.

The Law Department did not negotiate said contract and therefore makes no comment on the terms contained therein. The Law Department does not monitor the performance of the contractor.

**EXTENSION OF INTRA- LOCAL AGREEMENT BETWEEN THE GARY/ CHICAGO
INTERNATIONAL AIRPORT AND THE CITY OF GARY FOR AIRPORT
RESCUE AND FIREFIGHTING SERVICES**

This extension of [the] Intra-Local Agreement is made this 9th day of January 2012 by and between the Gary/ Chicago International Airport Authority and the City of Gary...

1. On or about March 14, 2011, the parties entered into an Intra-Local Agreement for the providing of Airport Rescue and Firefighting services at the Gary/ Chicago Airport by the City of Gary firefighters. At this time, the parties would like to extend the Intra- local Agreement with effective dates of January 1, 2012 to and including December 31, 2012, subject to the amendment and modification provisions of Article 1 and other provisions of the Intra- Local Agreement.

2. In accordance with paragraph 2.3 of the Intra- Local Agreement, the Airport shall provide the ARFF Division Chief with budgetary funds in the amount of \$17,505.00 for the calendar year 2012. With this sole exception, all terms and provisions of Paragraph 2.3 shall remain in full force and effect...

In the original agreement, it outlines the Terms, Services by the Airport, Payment of Services, and under Section 4.2 it states the Airport shall reimburse an amount not to exceed \$185,000.00 for the duration of this agreement. Reimbursements will be remitted quarterly in an amount not to exceed \$46,250.00...

Mr. President, I move that we approve the intra-local agreement between the Gary/ Chicago Airport and the City of Gary Fire Department for 2012.

N. Allen: Second.

D. Cole: It's been moved and properly second. Are there any other comments/ questions? Hearing none, seeing none, all those in favor signify by the sound of aye.

3 Ayes

0 Nays

CORRESPONDENCE FROM MIS RE: Contracts for

- Regional Data Services
- Onsite Computer, LLC

C. Green:

TO: CLOTEAL LABROI, ESQ.
FROM: NIQUELLE ALLEN, CORPORATION COUNSEL
RE: PROFESSIONAL SERVICES CONTRACT- **REGIONAL DATA SERVICES**
DATE: FEBRUARY 28, 2012

The Law Department has reviewed the attached professional services contract between Regional Data Services and the City of Gary. The contract is for work to be performed between January 1, 2012 and June 30, 2012. Pursuant to the contract, the contractor will be paid an amount not to exceed \$39,000.00 with a monthly payment of \$6500.00.

The contract is in proper legal form and is sufficient to adequately protect the interests of the City of Gary.

The Law Department did not negotiate said contract and therefore makes no comment on the terms contained therein. The Law Department does not monitor the performance of the contractor.

C. Green:

TO: CLOTEAL LABROI, ESQ.
FROM: MICHAEL BERRY, DIRECTOR, MIS
RE: CONTRACT FOR REGIONAL DATA SERVICES
DATE: FEBRUARY 22, 2012

The Department of Management Information Systems is submitting an RDS contract for approval for software maintenance and technical support of the payroll and financial system. The contract will be on a month to month basis until our new system (SunGard) is in operations. The month to month terms are of equivalence to the January thru June 2012 contract of \$6500 monthly not to exceed \$39,000.00. You may contact me at your convenience for further questions or discussion.

Scope of Services

During the terms of this agreement, RDS will:

1. Correct or replace any application software referred to under the attached Schedule II and/ or provide services necessary to remedy any programming errors which are attributed to RDS and which significantly affect the use of the software...
3. Provide technical support for on-site and remote systems analysis and design services, custom-programming services, user training and customer representation with outside data processing vendors...

Mr. President, I move that we approve the agreement between the City of Gary and Regional Data Services.

N. Allen: Second.

D. Cole: It's been moved and properly second. Are there any other comments/ questions? Hearing none, seeing none, all those in favor signify by the sound of aye.

3 Ayes

0 Nays

C. Green:

TO: CLOTEAL LABROI, ESQ.
FROM: NIQUELLE ALLEN, CORPORATION COUNSEL
RE: PROFESSIONAL SERVICES CONTRACT- **ONSITE COMPUTER LLC**
DATE: FEBRUARY 28, 2012

The Law Department has reviewed the attached professional services contract between Onsite Computer LLC and the City of Gary. The contract is for work to be performed between February 1, 2012 and April 30, 2012. Pursuant to the contract, the contractor will be paid an amount not to exceed \$39,000.00 with a monthly payment of \$15,000.00.

The contract is in proper legal form and is sufficient to adequately protect the interests of the City of Gary.

The Law Department did not negotiate said contract and therefore makes no comment on the terms contained therein. The Law Department does not monitor the performance of the contractor.

TO: CLOTEAL LABROI, ESQ.
FROM: MICHAEL BERRY, DIRECTOR, MIS
RE: CONTRACT FOR ONSITE COMPUTER LLC
DATE: FEBRUARY 22, 2012

The Department of Management Information Systems is submitting a contract for Onsite Computer LLC for approval for technical support, consultation, installation, and/ or services for computer hardware and software. The contract is from February 1, 2012 to April 30, 2012 in the amount of \$15,000.00. You may contact me at your convenience for further questions or discussion.

SERVICE AND SUPPORT AGREEMENT

ON-SITE Computer LLC...shall provide to the City of Gary...technical support for its computer network inclusive of microcomputer software and hardware, appropriate training of City of Gary Staff and personnel, as well as "Special Projects" agreed to in writing between the vendor and Client at the Client's facilities located in Gary, Indiana in the State of Indiana, commencing on February 1, 2012 at 12:00p.m...and ending on April 30, 2012 at 12:00p.m...for the agreed billing rate of \$35.00 per man hour, terminating upon 30 days written notice to the other...

Mr. President, I move that we approve the agreement between Onsite LLC and the City of Gary effective February 1, 2012 for technical support.

N. Allen: Second.

D. Cole: It's been moved and properly second. Are there any other comments/ questions? Hearing none, seeing none, all those in favor signify by the sound of aye.

3 Ayes

0 Nays

D. Cole: May I have a motion to adjourn this meeting?

C. Green: So moved.

N. Allen: Second.

D. Cole: It's been moved and properly second that the meeting for the Board of Public Works and Safety for February 29, 2012 be adjourned. Ordered and so moved.

BOARD OF PUBLIC WORKS AND SAFETY

DELVERT COLE, PRESIDENT

M. CELITA GREEN, VICE PRESIDENT

NIQUELLE ALLEN, SECRETARY

CLERK:

CLOTEAL LABROI, ESQ.
BOARD OF PUBLIC WORKS AND SAFETY
FEBRUARY 29, 2012