



# Board of Public Works and Safety

## Agenda Item

### Cover Sheet

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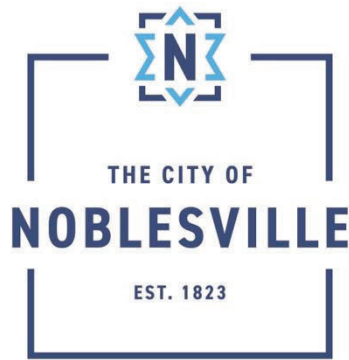
**MEETING DATE:** January 28, 2025

- ☐ Consent Agenda Item
- ☒ New Item for Discussion
- ☐ Previously Discussed Item
- ☐ Miscellaneous

**ITEM #:** 4

**INITIATED BY:** Aaron Head

- ☒ Information Attached
- ☐ Bring Paperwork from Previous Meeting
- ☐ Verbal
- ☐ No Paperwork at Time of Packets



**TO:** BOARD OF PUBLIC WORKS AND SAFETY  
**FROM:** AARON HEAD, COMMUNITY ENGAGEMENT MANAGER  
**SUBJECT:** MEMORANDUM OF UNDERSTANDING – SERVE NOBLESVILLE  
**DATE:** JANUARY 21, 2025

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Attached is the Memorandum of Understanding between the City of Noblesville and Serve Noblesville for 2025.

If you have any questions prior to the meeting on January 28th, please feel free to contact me at 317-776-6324 or at [ahead@noblesville.in.gov](mailto:ahead@noblesville.in.gov)

**Attachments:**

1. Memorandum of Understanding
2. Certificate of Insurance
3. E-Verify Affidavit



## **Memorandum of Understanding**

This document constitutes a Memorandum of Understanding (hereinafter referred to as “MOU”) between SERVE VILLAGE INC (aka “SERVE Noblesville”) (hereinafter referred to as “SERVE”) and the City of Noblesville, Indiana, a municipal corporation (hereinafter referred to as “City” or “Noblesville”), is executed pursuant to the terms and conditions set forth herein.

### **Recitals**

**Whereas**, SERVE has created a lasting impact on the Noblesville community for over a decade; and

**Whereas**, Noblesville is characterized by its diverse and vibrant population, and SERVE recognizes the strength that lies in unity and collaboration among its residents; and

**Whereas**, SERVE acknowledges the importance of fostering a culture of compassion and civic responsibility within the community; and

**Whereas**, SERVE recognizes the need for community services that address the unique challenges faced by residents of Noblesville; and

**Whereas**, SERVE values the spirit of volunteerism and understands that the active participation of community members is essential for creating a positive impact; and

**Whereas**, the City of Noblesville desires to support SERVE in its mission for community driven volunteerism and projects.

**Now therefore**, in consideration of the mutual promises contained herein and other considerations, the receipt and sufficiency of which are hereby acknowledged; SERVE and the City agree as follows:

**1. RECITALS.** The representations set forth in the above recitals are material to the MOU and are hereby incorporated into and made a part of the MOU as if fully set forth in the body of the MOU.

**2. DUTIES OF SERVE.**

A. SERVE shall perform the functions as set forth or described in **Exhibit A**, attached to and made a part of this MOU.

B. SERVE will present to the Common Council at a meeting to give an overview of 2025 and outlook for 2026.

**3. TERM AND RENEWAL.**

- A. The term of this MOU shall begin at execution by the Board of Works and ending on December 31, 2025 unless terminated in accordance with this MOU.

#### **4. COMPENSATION OF SERVE.**

- A. SERVE shall furnish all labor, materials, supplies, and services in accordance with the conditions of this MOU necessary to perform the functions as defined in Exhibit A.
- B. Payment will be for the amount of \$20,000 by May 1 and subject to an invoice being submitted by SERVE at least thirty (30) days in advance.

#### **5. TERMINATION FOR CAUSE OR CONVENIENCE.**

- A. If SERVE becomes insolvent, or if it refuses or fails to perform the work and functions provided by this MOU, or if it refuses to perform disputed work or functions as directed pending resolution of such dispute, or if it fails to make payments to subcontractors or consultants employed by it, or if it otherwise violates or fails to perform any term, covenant or provision of this MOU, then City may, without prejudice to any other right or remedy, terminate this MOU in whole or in part, in writing, provided that SERVE shall be given, except in the case of emergencies, (a) not less than ninety (90) calendar days' notice of City's intent to terminate, and (b) an opportunity for consultation with City prior to termination. In determining the amount of final payment to be made to SERVE upon such termination for default, if any, no amount shall be allowed for anticipated profit on unperformed services or other work; furthermore, an adjustment shall be made to the extent of any additional costs incurred or reasonably foreseen by City to be incurred by reason of SERVE's default.
- B. This MOU may be terminated in whole or in part in writing by City for City's convenience; provided that SERVE is given (a) not less than ninety (90) calendar days' notice of intent to terminate and (b) an opportunity for consultation with City prior to termination. If City effects termination for convenience, SERVE's compensation shall be equitably adjusted.

#### **6. TERMINATION FOR FAILURE OF FUNDING.**

Notwithstanding any other provision of this MOU and pursuant to Indiana law, if funds for the continued fulfillment of this MOU by City are at any time insufficient or not forthcoming through failure of any entity to appropriate funds or otherwise, then City shall have the right to terminate this Agreement without penalty by giving written notice documenting the lack of funding, in which instance unless otherwise agreed to by the parties, this Agreement shall terminate and become null and void.

#### **7. GENERAL PROVISIONS.**

- A. Non-Agent. Notwithstanding anything to the contrary in this MOU or elsewhere, SERVE is not an agent of the City and shall not in any way purport to act or speak for or on behalf of the City.
- B. Independent Contractor. The parties agree that SERVE is an independent contractor as that term is commonly used and is not an employee of City. As such, SERVE is solely responsible for all taxes and none shall be withheld from the sums paid to SERVE. SERVE acknowledges that it is not insured in any manner by City for any loss of any kind whatsoever. The SERVE has no authority, express or implied, to bind or obligate City in any way.
- C. Subcontracting. The parties agree that SERVE shall not subcontract, assign or delegate any responsibility to perform under this Agreement without prior written approval of City. In the event that City approves of any such subcontracting, assignment or delegation, SERVE shall remain responsible for managing, directing and paying the person or persons to whom such responsibilities or obligations are sublet, assigned or delegated. City shall have no obligation whatsoever toward such persons. SERVE shall take sole responsibility for the quality and quantity of any services rendered by such persons. Any consent given in accordance with this provision shall not be construed to relieve SERVE of any responsibility for performing under this Agreement.
- D. Necessary Qualifications. SERVE certifies that it will furnish to City, if requested, any and all documentation, certification, authorization, license, permit, or registration required by the laws or rules and regulations of City, other units of local government, the State of Indiana, and the United States. SERVE further certifies that it is now and will remain in good standing with such governmental agencies and that it is now and will maintain all licenses, permits, registrations, authorizations, or certifications, as applicable to the services in force during the term of this Agreement.

- E. Confidentiality of City Information. SERVE understands that the information provided to it or obtained from City during the performance of its responsibilities may be confidential and may not, without prior written consent of City, be disclosed to a person not in City's employ except to employees or agents of SERVE who have a need to know in order to provide the services. The obligations of this section shall survive the termination of this Agreement and shall be applicable to the full extent permissible under statutes governing access to public records. Confidential information shall not include information, that: (a) was known by SERVE at the time it was received; (b) is, as of the time of its disclosure or thereafter becomes, part of the public domain through a source other than SERVE; (c) is made known to SERVE by a third person who does not impose any obligation of confidence on SERVE with respect to such information; (d) is required to be disclosed pursuant to governmental authority, law, regulation, duly authorized subpoena, or court order whereupon SERVE shall provide notice and an opportunity to object to City prior to such disclosure; or (e) information that is independently developed by SERVE without references to the confidential information. SERVE shall not, under any circumstances, release information provided to it by, or on behalf of, City that is required to be kept confidential by City pursuant to Indiana law, except as contemplated by this section, clause (d).
- F. Records; Audit. SERVE shall maintain books, records, documents and other evidence directly pertinent to performance under this Agreement. SERVE shall make such materials available at its offices at all reasonable times during the Agreement period and for three (3) years from termination or the date of final payment under this Agreement for inspection by City or any other authorized representative of City. Copies thereof, if requested, shall be furnished at no cost to City.
- G. Remedies. Following the occurrence of any default, breach, or other failure to perform, or an act of negligence or misconduct causing damage to either Party, by the other or any of its employees, agents, or subcontractors, the aggrieved party shall have every remedy now or hereafter existing at law or in equity or by statute or otherwise which may be available. This provision shall survive any termination of this Agreement.
- H. Indemnification. SERVE agrees to indemnify, defend, and hold harmless City and its officers, agents, officials, and employees for any and all third party claims, actions, causes of action, judgments and liens to the extent they arise out of any act or omission by SERVE or any of its officers, agents, employees or subcontractors, regardless of whether or not it is caused in part by the negligence of a party indemnified hereunder. Such indemnity shall include attorney's fees and all costs and other expenses arising therefrom or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage. This provision shall survive any termination of this Agreement.

- I. Insurance. SERVE shall furnish, or cause to be furnished, City with certification of comprehensive general liability insurance coverage with a minimum limit of Two Million Dollars (\$2,000,000.00) per occurrence. SERVE shall furnish certificates of insurance provided by the insurer, and the certificates shall provide that such insured is in effect and will not be cancelled during the required period without thirty (30) days prior written notice of such cancellation to City.
- J. Notice. Any notice or other correspondence required to be sent under this Agreement shall be sent to:

To SERVE:

SERVE VILLAGE INC  
c/o Patrick Propst, Director  
1900 Pleasant St. #834  
Noblesville, IN 46061

To Noblesville:

City of Noblesville  
16 S. 10th Street  
Noblesville, IN 46060  
Attn: Mayor's Office

Copy to:  
City of Noblesville  
Attn: City Attorney  
16 S. 10th Street  
Noblesville, IN 46060

K. Non-discrimination. SERVE and its subcontractors shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to her or his hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of her or his race, religion, color, sex, sexual orientation, handicap, disability, national origin, ancestry, disabled veteran status, or Vietnam-era veteran status. Breach of this section shall be regarded as a material breach of this Agreement.

L. Conflict of Interest. SERVE certifies and warrants to Noblesville that neither it nor any of its agents, representatives or employees who will participate in the performance of any services required by this Agreement has or will have any conflict of interest, direct or indirect, with Noblesville.

M. Force Majeure. In the event that either party is unable to perform any of its obligations under this Agreement – or to enjoy any of its benefits – because of natural disaster, pandemic, or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as Force Majeure Event), the party who has been so affected shall immediately give notice to the other and shall take commercially reasonable actions to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended except for payment obligations with respect to service already provided. If the period of nonperformance exceeds one hundred eighty (180) days from the receipt of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.

N. Applicable Laws; Forum. SERVE agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment of any state or federal statute or the promulgation of regulations thereunder after execution of this Agreement shall be reviewed by Noblesville and SERVE to determine whether the provisions of the Agreement require formal modification.

This Agreement shall be construed in accordance with the laws of the State of Indiana, and by all applicable Municipal Ordinances, Resolutions, Rules, Regulations, or Codes of Noblesville. Suit, if any, shall be brought in the State of Indiana, County of Hamilton.

- O. Waiver. Neither party's delay or inaction in pursuing the remedies set forth in this Agreement, or available by law, shall not operate as a waiver of any of Party's rights or remedies.
- P. Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the provision shall be stricken, and all other provisions of this Agreement which can operate independently of such stricken provisions shall continue in full force and effect.
- Q. Attorneys' Fees. Either party shall be liable to the other for reasonable attorneys' fees incurred by in connection with the collection or attempt to collect, any damages arising from the negligent or wrongful act or omission of the other party from a breach of any provision of this Agreement, from an indemnity obligation, or from a failure to fulfill any provisions or responsibility provided herein. This provision shall survive any termination of this Agreement.
- R. Successors and Assigns. Noblesville and SERVE each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as otherwise provided herein, neither party shall assign, sublet, or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of Noblesville or SERVE.



## 8. INTERPRETATION AND INTENT.

- A. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, written or verbal, between City and SERVE. No statements, promises or agreements whatsoever, in writing or verbal, in conflict with the terms of the Agreement have been made by City or SERVE which in any way modify, vary, alter, enlarge or invalidate any of the provisions and obligations herein stated. This Agreement may be amended and modified only in writing signed by both City and SERVE.
- B. In resolving conflicts, errors, discrepancies and disputes concerning the scope of the work or services to be performed by SERVE or other rights or obligations of City or SERVE, the document or provision thereof imposing the greater obligation upon City and affording the greater right or remedy to City, shall govern.
- C. Any interpretation applied to this Agreement, by the parties hereto, by an arbitrator, court of law, or by any other third party, shall not be made against City solely by virtue of City or City's representatives having drafted all or any portion of this Agreement.
- D. This Agreement shall include, and incorporate by reference, any provision, covenant or condition required or provided by law or by regulation of any state or federal regulatory or funding agency.

Entered into this 17 date of JANUARY , 2025.

SERVE VILLAGE INC



By: Patrick Propst, Director

City of Noblesville



By: Aaron Head

Title: Community Engagement Manager



**SERVE VILLAGE Inc.**  
**DBA SERVE Noblesville**  
1900 Pleasant #834  
Noblesville, Indiana, 46061  
president@servevillage.org  
317.349.9424

June 21, 2024

**CITY OF NOBLESVILLE**

Attn: Aaron Head  
16 S 10th St.  
Noblesville, Indiana, 46060

Subject: Grant Proposal for SERVE Noblesville

Dear City of Noblesville,

I am submitting this grant proposal on behalf of Serve Village Inc., which operates Serve Noblesville. Our organization is dedicated to fostering community engagement and improving the lives of Noblesville residents. We seek \$25,000 to support our ongoing program and implement initiatives that will have a lasting positive impact on our community.

**Introduction to SERVE Noblesville**

Since 2012, Serve Noblesville has been an asset-based grassroots organization dedicated to addressing community needs. Its core mission revolves around connecting neighbors in hopes of combating social isolation, improving mental health through community engagement, and fostering an atmosphere of diversity and inclusion through community service and social events. These initiatives create a stronger, more connected, and mentally resilient community.

At Serve Noblesville, we "Connect Compassionate Neighbors." We were founded on the belief that by working together, individuals, businesses, and organizations can share their assets to make a collective difference in the lives of others.

Until 2021, we were entirely volunteer-led. As new opportunities have presented themselves, we are growing to leverage our community assets, including supporting staff members, to sustain this growth and expansion.

## **Existing Programs**

### **2.1 Serve Week**

Serve Week is the largest volunteer event in Hamilton County, bringing together over 1,000 volunteers to complete 100 projects for a week-long service event. This week, our community comes together, engaging in activities such as home repair, neighborhood cleanups and beautification, service to multiple nonprofits, food security, and a free community giveaway. This event fosters a sense of purpose and utility among community members. It allows our neighbors to connect and interact with each other in ways they might not otherwise have. Serve Week improves the lives of those we connect while instilling a sense of purpose and unity in our community.

### **2.2 Come Together Week**

Originating from a call to action after the tragic event in 2018, this program encourages community members to host events that foster relationships and inclusivity. This organic event encourages citizens of all ages and backgrounds to foster relationships with their neighbors by hosting events and gatherings while enjoying laughter, fun, and memorable experiences.

In 2023, Serve Noblesville launched the “Longest Table,” inviting local nonprofit staff and board of directors to share lunch and network in the heart of the city, where multiple tables had been set up end-to-end to create the longest table. We have continued building this event in 2024 to 84 feet of tables and 78 attendees from 34 organizations. Our goal is to create a nonprofit expo so that our community can meet and learn about the multitude of nonprofits that serve our community.

### **2.3 FUN Fest**

FUN Fest, which stands for Food, Unity, and Neighbors, is an annual community festival organized by Serve Noblesville. In 2024, we began our partnership with the Mayor's Youth Council, which provided them with a platform to share and celebrate our community's diversity. The event drew over 400 community members to visit the 34 booths celebrating inclusivity. We funded student-run booths, enabling them to showcase their culture through food and hands-on activities.

This vibrant event offers families and individuals an evening of entertainment, games, and food, highlighting and celebrating the diversity of the community's past, present, and growing future. FUN Fest promotes community cohesion and serves as a catalyst for fostering new relationships while celebrating the vibrant spirit of our community. With over 50 languages spoken in our local high school, this event provides a safe and interactive environment for those diverse neighbors to be seen and celebrated as neighbors in our community.

## **New Initiatives**

### **3.1 Community-Wide Volunteer Database**

Serve Noblesville implemented the community-wide volunteer database in January 2024, which signifies a pivotal advancement in fostering community engagement and bolstering support for nonprofit organizations. With listings from 32 nonprofits and 23 ongoing volunteer opportunities, <https://www.impactnoblesville.com/> stands as a centralized platform for seamless interaction between individuals and organizations. By consolidating information and streamlining the volunteer process, Impact Noblesville, facilitates effortlessly discovery and participation in volunteer endeavors, aligning members with opportunities that resonates with their interests and schedules. Moreover, the platform, integrated with the Causar app, ensures user-friendliness while enabling communication between nonprofits and volunteers. With the added capacity for both parties to track service hours, Impact Noblesville not only simplifies volunteering, but it cultivates a culture of engagement and empowerment within the Noblesville community. As the platform gains traction, we anticipate its continued growth and facilitating meaningful connections and impactful contributions throughout Noblesville.

### **3.2 Neighborhood Activation**

Neighborhood Activation is an ongoing initiative to empower the 12 historic neighborhoods within downtown Noblesville. Through this program, we will work closely with residents, businesses within those neighborhoods, and community leaders to identify and address specific aspirations while providing a playbook to create a sense of community pride and ownership. By engaging residents at the grassroots level, we can strengthen community bonds, promote self-sufficiency, and improve the overall quality of life within our neighborhoods.

### **3.3 Neighborhood Beautification**

Serve Noblesville believes in the power of beautification to create a sense of pride, belonging, and well-being. Our Neighborhood Beautification goes hand-in-hand with our Neighborhood Activation, which focuses on creating pocket parks along alleyways on private property, enhancing alleyways with a two-and-a-half to three-mile mural walkway through the neighborhoods, implementing sustainable landscaping projects, installing gateways into neighborhoods that provide placemaking and connectivity as growth and improvements continue to occur in historic downtown. By improving the physical environment, we aim to create safe and inviting spaces that promote social interaction, physical activity, and community engagement. Additionally, the beautification projects will help to offer an improvised and complimentary aesthetic throughout the 6.5 miles of historic downtown that supports the growth and updates that the City of Noblesville pursues.

## **Addressing Critical Issues**

Serve Noblesville's work has a direct and positive impact on several critical issues within our community:

### **4.1 Mental Health**

Our programs and initiatives aim to alleviate mental health challenges by fostering social connections, promoting a sense of purpose, and providing supportive environments. Our volunteer opportunities and community events offer individuals the chance to engage meaningfully with others, reducing feelings of isolation and promoting mental well-being.

### **4.2 Diversity, Equity, and Inclusion**

Serve Noblesville is committed to creating a diverse, equitable, and inclusive community. Our programs actively encourage participation from individuals of all backgrounds, abilities, and cultures. By fostering an inclusive environment, we promote understanding, celebrate diversity, and work towards creating a society that respects and values every individual.

### **4.3 Multigenerational Impact**

Serve Noblesville recognizes the strength that comes from a multigenerational approach. Our programs actively engage individuals of all ages, from children to seniors, fostering intergenerational connections and knowledge sharing. By providing opportunities for different generations to come together, we create a sense of belonging and mutual support within our community.

### **4.4 Placemaking**

Placemaking is a vital aspect of our work, as we believe that vibrant public spaces are essential for community well-being. Through our initiatives, such as neighborhood beautification and community events like FUN Fest, we create welcoming environments that inspire civic pride, foster social cohesion, and enhance the overall quality of life for all residents.

## **Budget Overview**

The requested grant of \$25,000 will be allocated as follows:

- Administrative Program Support and Expansion: \$15,000
- Development of Community-Wide Volunteer Database: \$7,000
- Neighborhood Activation and Beautification: \$3,000

## Conclusion

Serve Noblesville is dedicated to building a stronger and more resilient community by engaging residents, addressing critical needs, and fostering a sense of belonging. With your support, we can expand our impact, implement new initiatives, and ensure a sustainable future for our organization. We believe that investing in Serve Noblesville will yield significant social, cultural, and economic benefits for the residents of Noblesville.

We are grateful for your consideration of this grant proposal and would welcome the opportunity to discuss our plans and answer any questions you may have. We look forward to continuing our partnership with the City of Noblesville to make a lasting difference in our community. Thank you for your time and support.

Sincerely,

A handwritten signature in black ink that reads "MSchmidt". The letters are cursive and fluid, with the "M" and "S" being particularly prominent.

Michelle Schmidt  
Board President  
Serve Noblesville

All of which is approved by the Board of Public Works and Safety of the City of Noblesville this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

\_\_\_\_\_  
JACK MARTIN, PRESIDENT

\_\_\_\_\_  
JOHN DITSLEAR, MEMBER

\_\_\_\_\_  
LAURIE DYER, MEMBER

\_\_\_\_\_  
ROBERT J. ELMER, MEMBER

\_\_\_\_\_  
RICK L. TAYLOR, MEMBER

ATTEST:

\_\_\_\_\_  
EVELYN L. LEES, CLERK  
CITY OF NOBLESVILLE, INDIANA



### E-Verify Affidavit

Pursuant to Indiana Code 22-5-1.7-11, the Contractor entering into a contract with the City is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program. The Contractor is not required to verify the work eligibility status of all its newly hired employees through the E-Verify program if the E-Verify program no longer exists.

The undersigned, on behalf of the Contractor, being first duly sworn, deposes and states that the Contractor does not knowingly employ an unauthorized alien. The undersigned further affirms that, prior to entering into its contract with the City, the undersigned Contractor will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

(Contractor): SERVE VILLAGE DBA SERVE NORTHERN

By (Written Signature): PATRICK PROBST

(Printed Name): PATRICK PROBST

(Title): EXECUTIVE DIRECTOR

Important - Notary Signature and Seal Required in the Space Below

STATE OF Indiana

COUNTY OF Hamilton

SS:

Subscribed and sworn to before me this 17 day of January, 2025.

My commission expires: 1/23/2030 (Signed) Erica Leavitt

a. Residing in Tipton County, State of Indiana

ERICA LEAVITT  
NOTARY PUBLIC  
SEAL  
STATE OF INDIANA  
Commission Number NP0738670  
My Commission Expires 01/23/2030