



Board of Public Works and Safety

Agenda Item

Cover Sheet

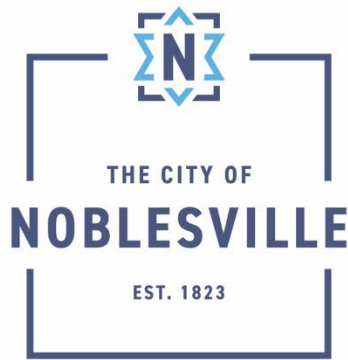
MEETING DATE: November 14, 2023

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

ITEM #: 3

INITIATED BY: Evelyn Lees

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



November 3, 2023

TO: BOARD OF PUBLIC WORKS AND SAFETY

FROM: EVELYN LEES

RE: Agreement for Donation of Labor by Keep Noblesville Beautiful

Recently Kelly McVey of the Indiana Peony Festival contacted me requesting that we plant more peonies at Riverside Cemetery this year. There are sufficient funds in the cemetery budget to buy six peony plants. This past year, utility work on 5th Street related to the East Bank project disturbed newer peonies outside the north drive entrance to the cemetery, so the offer was timely. Keep Noblesville Beautiful has offered to provide the labor. They plan to plant the peonies the week of November 13, if approved. This agreement grants permission to Keep Noblesville Beautiful to do the work.

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

DONATION OF SERVICES AGREEMENT

This Donation of Services Agreement hereinafter referred to as "Agreement" is entered into and made effective as of November 14th, 2023, the ("Effective Date") by and between Keep Noblesville Beautiful, an Indiana nonprofit corporation and the City of Noblesville, by and through its Board of Public Works and Safety.

WHEREAS, Keep Noblesville Beautiful (KNB) is a community improvement organization providing educational programs and community action programs to the general public in the Noblesville, Indiana area;

WHEREAS, the City of Noblesville owns and maintains the Riverside Cemetery in Noblesville, Indiana;

WHEREAS, the Riverside Cemetery is in need of certain beautification improvements and maintenance;

WHEREAS, KNB has agreed to provide services free of charge to the City of Noblesville and the City has agreed to pay for certain items utilized by KNB in furtherance of its activities;

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other valuable consideration received, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows.

1. KNB Responsibilities

KNB has identified certain beautification improvements and maintenance as set forth in the attached **Exhibit A**, incorporated herein (the "Improvements"). KNB agrees to complete the labor for the Improvements in a workmanlike manner and to restore any disturbed property outside of the work area to as near its preexisting condition as possible. KNB shall cause each of their workers or volunteers to execute an Activity Waiver in a form substantially similar to the attached **Exhibit B**, incorporated herein.

2. City Responsibilities

City agrees to grant KNB ingress and egress for the purposes of the project and approves proposed Improvements. The City agrees to pay for the materials, plants and equipment necessary for completion of the Improvements by KNB.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals the day and year first above written.

Keep Noblesville Beautiful

Christine A. Martin

Title: Vice - President

All of which is approved by the Board of Public Works and Safety of the City of Noblesville this
_____ day of _____ 2023.

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



EXHIBIT A

Keep Noblesville Beautiful was approached by the City of Noblesville to supply manpower for the planting of 6 Salmon Chiffon peonies on either side of the North Entrance of Riverside Cemetery this November 2023. This is part of the ongoing process of bringing back the peonies to Riverside Cemetery and KNB is honored to be involved.





Activity Waiver Statement

Participant: _____

Event: _____

I acknowledge that my participation in the above-referenced event ("Event") is voluntary and on my behalf and on behalf of my heirs and assigns, I HEARBY RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE AND AGREE TO HOLD HARMLESS THE CITY OF NOBLESVILLE, AND THEIR OFFICIALS, OFFICERS, MEMBERS, INDEPENDENT CONTRACTORS and EMPLOYEES (the "Releases"), from any and all claims for personal injury or property damage I may cause or suffer directly or indirectly arising out of or relating in any respect to participation in the Event. This waiver and release of all claims, demands, actions, and liability shall include, without limitations, any injury, damage or loss to person or property which may be (a) caused by any act, or failure to act, by Releases even if said injury, damage or loss results from the negligence of any or all of the above-identified Releases or (b) sustained by me during and/or at the Event in which I and /or my child participate(s).

Participant/Guardian Signature: _____

Date: _____





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/31/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | |
|--|--|--|--|
| PRODUCER Martin & Martin Insurance Agency 62 S 9th Street Noblesville IN 46060 | | CONTACT NAME: Christine Martin PHONE (A/C. No. Ext): E-MAIL ADDRESS: FAX (A/C. No): (317)703-1115 | |
| INSURED Keep Noblesville Beautiful Inc PO BOX 253 Noblesville IN 46061 | | INSURER(S) AFFORDING COVERAGE INSURER A: ERIE INS EXCH INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: | |
| | | NAIC # 26271 | |

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|--|--|---------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | Q42-0155815 | 06/01/2023 | 06/01/2024 | EACH OCCURRENCE \$ 1000000 |
| | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1000000 | | | | |
| | | | MED EXP (Any one person) \$ 5000 | | | | |
| | | | PERSONAL & ADV INJURY \$ 1000000 | | | | |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | | | | GENERAL AGGREGATE \$ 2000000 |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | | | | PRODUCTS - COMP/OP AGG \$ 2000000 |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | <input checked="" type="checkbox"/> Y <input type="checkbox"/> N | N/A | | | | COMBINED SINGLE LIMIT (Ea accident) \$ |
| | | | | | | | BODILY INJURY (Per person) \$ |
| | | | | | | | BODILY INJURY (Per accident) \$ |
| | | | | | | | PROPERTY DAMAGE (Per accident) \$ |
| | | | | | | | |
| | | | | | | | EACH OCCURRENCE \$ |
| | | | | | | | AGGREGATE \$ |
| | | | | | | | |
| | | | | | | | PER STATUTE OTH-ER |
| | | | | | | | E.L. EACH ACCIDENT \$ |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE \$ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT \$ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

| | |
|---|---|
| City of Noblesville 16 S 10th Street Noblesville IN 46060 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE |
|---|---|

Fax: Email:

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ACORD 25 (2016/03)

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