City of Carroll

112 E. 5th Street Carroll, Iowa 51401-2799 (712) 792-1000 FAX: (712) 792-0139

MEMO TO: Gerald L. Clausen, City Manager

FROM: Jack Wardell, Director of Parks and Recreation

DATE: March 23, 2016

SUBJECT: Memo to Council – Formal Programs Agreement – Iowa State University Community Design Lab

- Sponsored Programs Agreement
- Resolution

At the March 14th City Council meeting the council approved by resolution a proposal for the Carroll Recreation District Master Plan from the Iowa State University Community Design Lab.

The City has received the official agreement that will also need to be approved by resolution to enter into the agreement. Attached to the memorandum is the agreement.

RECOMMENDATION: Mayor and City Council authorize the Mayor to sign the Formal Programs Agreement.

RESOLUTION _____

RESOLUTION ACCEPTING THE AGREEMENT WITH IOWA STATE UNIVERSITY FOR PROFESSIONAL SERVICES FOR THE CARROLL RECREATION DISTRICT MASTER PLAN - 2016 PROJECT

WHEREAS, a Professional Services Proposal for the Carroll Recreation District Master Plan project will be prepared with Iowa State University.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carroll, Iowa, that the Professional services Proposal with Iowa State University, Inc. for the Carroll Recreation District Master Plan – 2016 project is accepted.

BE IT RESOLVED that the Contract for Professional Services with Iowa State University. for the Carroll Recreation District Master Plan – 2016 project is approved upon review and acceptance by the City Attorney.

Passed and approved by the Carroll City Council this 13th day of June, 2016.

CITY COUNCIL OF THE
CITY OF CARROLL, IOWA

By: _____
Eric P. Jensen, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk

SPONSORED PROGRAMS AGREEMENT

This agreement is for performance of a project by and between **Iowa State University** (ISU), with an address of Office of Sponsored Programs Administration, 1138 Pearson Hall, 505 Morrill Road, Ames, Iowa 50011-2103, and **City of Carroll** ("CITY"), with an address of City Hall, 112 E. 5th Street, Carroll, IA 51401. Each Party may be referred to individually as a "Party" and the Parties hereto may be referred to collectively as the "Parties".

ISU has proposed a project in collaboration with the City as detailed in Exhibit A and detailed budget included therein, deemed incorporated into and made an integral part of this Agreement.

The Parties agree as follows:

ARTICLE 1 Project
The scope of work, timeline and budget (hereinafter "Project") are detailed in Exhibit A and incorporated herein.

ARTICLE 2 Period of Performance
The period of performance for this Agreement is **June 1, 2016 through November 1, 2016**. No change in the dates of the period of performance shall be made unless agreed to in writing by all Parties to this Agreement.

ARTICLE 3 Key Personnel
City's key contact for the Agreement is **Jack Wardell,** Director of Parks and Recreation. ISU's Principal Investigator for this project shall be **Carl Rogers,** Co-Director, Community Design Lab. If a Party's named individual becomes unable or unwilling to continue the Project, and a mutually acceptable substitute is not available, the other Party shall have the option to terminate the Project pursuant to Article 13.

ARTICLE 4 Reports and Other Deliverables
ISU shall provide reports and deliverables as listed in Exhibit A.

ARTICLE 5 Expenditures and Payment of Invoices
As compensation under this fixed price Agreement, CITY agrees to pay ISU for performance of work on this fixed price agreement in the amount of $28,664 for the project set forth in Exhibit A.

Invoices from ISU for the project set forth in Exhibit A shall be sent as follows:

June 1, 2016	$20,000
November 1, 2016	$8,664 FINAL INVOICE

The full amount of the contract may be paid at any time, if preferred by the City of Carroll.

An invoice from ISU shall be sent to City at this address:

City of Carroll
c/o Kelly J. Slechta
Office of City Manager
112 E 5th Street
Carroll, IA 51401
E-mail: kslechta@cityofcarroll.com

Payment will be made upon receipt of proper invoices. The City shall make its check payable to "Iowa State University" and send it to: Sponsored Programs Accounting, Room 1810 Administrative Services Building, 2221 Wanda Daley Drive, Ames, IA 50011-1004, with reference to the Project.

ARTICLE 6 Publication
ISU may publish the results of the Project. Any publication resulting from work under this Agreement shall include an acknowledgement of support from the City in the following terms, "This material is based upon work supported by the City of Carroll." A copy of all publications generated from work under this Agreement will be provided to the City.

ARTICLE 7 Publicity
Neither Party shall use the name of the other Party, nor the name of any member of the project staff in any publicity or advertisement, whether with respect to this Agreement or any other related matter, without the prior written approval of an authorized representative of the other Party.

ARTICLE 8 Confidentiality

The Parties acknowledge that it may be necessary to disclose information to the other Party that is considered proprietary or confidential ("Confidential Information"). If the provider of information considers the information as Confidential Information, the provider shall identify it as such in writing or marked "CONFIDENTIAL". If orally disclosed to or observed by the recipient, Confidential Information shall be reduced to writing by the provider, marked "CONFIDENTIAL," and delivered to recipient within thirty (30) days of disclosure.

The obligations set forth in this Article apply to all or any part of any Confidential Information provided after the effective date of this Agreement except to the extent that either Party can show by written record that the Confidential Information: (i) was possessed prior to its receipt from the other Party; (ii) was already available to the public through no fault of the receiving Party; (iii) is subsequently disclosed to receiving Party by a third Party that has the right to disclose it free of any obligations of confidentiality; is independently developed by recipient without use of the provider's Confidential Information; or (iv) is required by law, regulations, court order or subpoena to be disclosed. Confidential Information shall be maintained as confidential for three (3) years from the completion of this Agreement.

ARTICLE 9 Intellectual Property/Copyright

Subject to any pertinent obligations to other sponsors, including the provisions of the Bayh-Dole Act, intellectual property which results from this Project which is created solely by ISU employees will be owned by ISU (ISU's IP). Intellectual Property resulting from the performance of the Project and created solely by the City's employees will be owned by the City (City's IP). Intellectual Property resulting from the performance of the Project and created jointly by ISU's employees and City's employees will be owned jointly by ISU and City ("Joint IP")."

Copyrightable materials first created solely by ISU's personnel in the performance of the work funded under this Agreement shall vest in ISU. ISU shall grant to the City an irrevocable, royalty-free, non-exclusive right to reproduce, translate, and use all such copyrighted material for its own purposes.

ARTICLE 10 Notices

All notices (excluding invoices that are handled under Article 5) to and under this Agreement shall be in writing and sent to each Party as set forth below:

City of Carroll
Jack Wardell
Director of Parks and Recreation
City of Carroll, IA
112 E. 5th Street
Carroll, IA 51401
Phone: 712.792.1000
Fax: 712.792.0139
Email: jwardell@cityofcarroll.com

ISU
Iowa State University
Office of Sponsored Programs Administration
1138 Pearson Hall
505 Morrill Road
Ames, IA 50011-2103
Phone: 515.294.5225
Fax: 515.294.8000
E-mail: grants@iastate.edu

ARTICLE 11 Indemnification

Each party agrees to accept the responsibility for claims for injury or damage to any person or persons or property that arise solely out of that Party's negligent acts or omissions in connection with this project. Each Party further agrees that the other Party shall not be liable for damages arising solely from injuries or damages sustained by any person or persons or property resulting from its own negligent performance or omission under this Agreement.

ARTICLE 12 Insurance

ISU shall obtain and maintain comprehensive liability insurance or self-insurance sufficient to cover its responsibilities under this Agreement. If requested, ISU agrees to provide evidence of such insurance or self-insurance to the City via Certificate of Insurance or other documentation acceptable to the City.

ARTICLE 13 Termination/Cancellation

This Agreement may be terminated by either Party at any time upon issuing of written notice sixty (60) days prior to termination or at any time upon mutual agreement of the Parties. ISU shall be compensated for all actual and allowable expenses and all uncancellable obligations properly incurred prior to the termination.

ARTICLE 14 Amendments

This Agreement may be amended in writing from time to time by mutual consent of the parties. All amendments to this Agreement must be fully executed by the Parties.

ARTICLE 15 Entire Agreement

This Agreement, including any exhibits, attachments and provisions incorporated by reference, constitutes the entire agreement between the Parties hereto and supersedes all prior agreements, understandings and arrangements, oral or written, among the Parties hereto with respect to the subject matter hereof.

IOWA STATE UNIVERSITY

_____

Marva Ruther — Date
Senior Award Administrator
Office of Sponsored Programs Administration

CITY OF CARROLL

_____

Eric P. Jensen — Date
Mayor, City of Carroll, IA

EXHIBIT A – PLAN OF WORK AND BUDGET

Proposal for Carroll Recreation District Master Plan
Iowa State University Community Design Lab (CDL)

The scope of work is based on the on-site meeting on 8/12/15 between the CDL and a key stakeholder group including Mayor Adam Schweers; and representatives from the City of Carroll, Des Moines Area Community College, Carroll Community School District, Kuemper Catholic Schools, and the Region 12 Council of Governments.

Scope of work

The focus of this project is the master plan design of the recreation district including the properties between N. Grant Road on the west, 8th Street on the south, Forest Street on the east, and E. 11th Street on the north. The goal of the recreation district master plan is to:

- Create a vision for the recreation district that connects it to other community assets and events
- Establish design guidelines including built structures and outdoor public spaces to improve the identity of the area as the primary recreation district in town
- Maintain existing historic landmarks and increase their usability within the recreation district
- Improve pedestrian circulation and parking in order to provide a safe and easy-to-use environment for multiple types of transportation
- Strengthen the connection to adjacent properties such as Graham Park to the west
- Connect Grant Road to the recreation district through streetscape improvement strategies
- Develop community signage and marketing about the recreation district to strengthen its role as a community anchor
- Connect the district with the City of Carroll's Trails master plan including strengthening the connection to the Sauk Rail Trail
- Incorporate community input throughout the project planning process

The CDL's work will be limited to the project area as outlined above and discussed during the site visit on August 12. The CDL will examine the surrounding context in order to understand various relationships the district has to infrastructure, movement and land use. The CDL's work will be at the master plan level appropriate for grant proposals, public engagement and project phasing strategies. Mare detailed schematic design and design development can be advanced under a separate contract if desired.

Final deliverables for this scope of work include:

- Site Inventory and Analysis for the existing district documenting site features such as circulation, access, building and structure footprints, adjacent land uses, storm water infrastructure, solar orientation, and other identified features
- Branding and Identity Campaign including graphic marketing material for the recreation district
- Master Plan Concept Design including locations for: pedestrian circulation, district gateway entrances, vehicular circulation, existing buildings and structures, plazas, signage, landscaping and other physical assets.
- Case Study Research on recreational districts and open space networks
- Master plans, sections, and diagrams for recreation district
- Perspective renderings showing master plan concepts in context of the site and surrounding properties

Schedule

This schedule assumes a stakeholder meeting at the end of each Phase to discuss findings and proposals.

Phase I: (4 weeks)

- Conduct Initial Engagement
- Inventory site features and surrounding context
- Create identity for recreation district

Phase II: (6-8 weeks)

- Develop site land use strategy and a series of site diagrams
- Design conceptual master plans
- Organize a community meeting for feedback on initial design strategies

Phase III: (4-6 weeks)

- Refine Master Plan
- Begin renderings
- Organize community meeting to present developed master plan and design strategies

Phase IV: (4 weeks)

- Complete renderings
- Establish prioritization of projects
- Finish deliverables

Budget

Community Design Lab

Faculty, Staff, and Student costs	$25,884
Travel, Printing, Materials	$ 657
Administration (8%)	$ 2,123
TOTAL	$28,664