



# Connecting Strategies, LLC.

# INVOICE

11467 Reagan Dr  
Fishers, IN 46038  
765-437-6471

Date: Sept. 30, 2023  
INVOICE #: 172

Bill To:

City of Bloomington, IN  
401 N. Horton St.  
Bloomington, IN 47404  
c/o allen@bloomington.in.gov

For:

Consulting Contract

Description:

Amount:

Description:	Amount:
Sept. 1 - Sept. 30, 2023 consulting contract with the City of Bloomington 44 Hours X \$100.00	4400.00
Included multiple phone calls, meetings, emails and on site visits with Monroe County Government officials and City of Bloomington Government officials. Also included extensive review of documents	

Total: 4400.00

Make all checks payable to Connecting Strategies, LLC.

Thank you for your business!

# Connecting Strategies, LLC.

11467 Reagan Dr  
Fishers, IN 46038  
765-437-6471

# INVOICE

Date: October 31, 2023  
INVOICE #: 179

Bill To:

City of Bloomington

401 N. Horton St

Bloomington, IN 47404

c/o allen@bloomington.in.gov

For:

Consulting Contract

Description:

Amount:

October 1 - October 31 consulting contract with the  
City of Bloomington 37.5 Hours X \$100.00

3750.00

Included multiple meetings, phone calls, emails and on  
site visits with Monroe County Government officials,  
City of Bloomington Government officials and the  
CJB Board. Also included extensive review of  
documents and proposals.

Total:  
\$3750.00

Make all checks payable to Connecting Strategies, LLC.

Thank you for your business!

# Connecting Strategies, LLC.

11467 Reagan Dr  
Fishers, IN 46038  
765-437-6471

# INVOICE

Date: November 30, 2023  
INVOICE #: 182

Bill To:

City of Bloomington  
401 N. Horton St.  
Bloomington, IN 47404  
c/o allan@bloomington.in.gov

For:

Consulting Contract

Description:

Amount:

Description:	Amount:
November 1 - November 30 consulting contract with the City of Bloomington	22.5 Hours X \$100.00
Included multiple meetings, phone calls, email and on site visits to Bloomington to attend public meetings	

Total:  
\$2250.00

Make all checks payable to Connecting Strategies, LLC.

Thank you for your business!



CONTRACT COVER MEMORANDUM

TO: Controller Jeffrey Underwood; Corporation Counsel Beth Cate
FROM: Larry Allen, OOTM
DATE: August 4, 2023
RE: Consulting Services Agreement with Greg Goodnight (Connecting Strategies LLC)

Table with 2 columns: Field Name and Value. Fields include Contract Recipient/Vendor Name, Department Head Initials of Approval, Responsible Department Staff, Responsible Attorney, Record Destruction Date, Legal Department Internal Tracking #, Due Date For Signature, Expiration Date of Contract, Renewal Date for Contract, Total Dollar Amount of Contract, Funding Source, W9/EFT Complete, Affirmative Action Plan Complete, and Procurement Summary Complete.

Summary of Contract: Agreement for consulting services related to the expansion of the Monroe County Convention Center.

**AGREEMENT  
BETWEEN  
CITY OF BLOOMINGTON, INDIANA,  
and  
CONNECTING STRATEGIES LLC**

This Agreement, entered into on this 4th day of August, 2023, by and between the City of Bloomington, Indiana, (the “City”), and Connecting Strategies LLC (“Consultant”),

**WITNESSETH:**

WHEREAS, the City is partnering to build a new convention center (“Project”) and requires the services of a professional consultant to negotiate and represent the City in the Project (the “Services” as further defined below); and

WHEREAS, it is in the public interest that such Services be undertaken and performed; and

WHEREAS, Consultant is willing and able to provide such Services to the City.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

**Article 1. Scope of Services**

Consultant shall provide the Services as specified in Exhibit A, “Scope of Work”, attached hereto and incorporated into this Agreement.

Consultant shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2.

Consultant shall complete the Services required under this Agreement on or before December 31, 2023, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services.

In the performance of Consultant’s work, Consultant agrees to maintain such coordination with the City as may be requested and desirable, including primary coordination with John Hamilton, Mayor. Consultant agrees that any information or documents supplied by the City pursuant to Article 3, below, shall be used by Consultant for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the City.

**Article 2. Standard of Care**

Consultant shall be responsible for completion of the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances (“Standard of Care”). The City shall be the sole judge of the adequacy of Consultant’s work in meeting the Standard of Care; however, the City shall not

unreasonably withhold its approval as to the adequacy of Consultant's performance. Upon notice to Consultant and by mutual agreement between the parties, Consultant will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.

**Article 3. Responsibilities of the City**

The City shall provide all necessary information regarding requirements for the Services. The City shall furnish such information as expeditiously as is necessary for the orderly progress of the work, and Consultant shall be entitled to rely upon the accuracy and completeness of such information. The City's Project Manager shall act on its behalf with respect to this Agreement.

**Article 4. Compensation**

The City shall pay Consultant for all fees and expenses at a rate of \$100 per hour and in an amount not to exceed Twenty Thousand Dollars (\$20,000.00). Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Consultant within forty-five (45) days of receipt of invoice. Consultant shall submit an invoice to the City upon the completion of the Services described in Article 1. The invoice shall be sent to:

City of Bloomington Controller  
401 N. Morton, Suite 240  
Bloomington, Indiana 47404

Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the City or its designated project coordinator prior to such work being performed, or expenses incurred. The City shall not make payment for any unauthorized work or expenses.

**Article 5. Appropriation of Funds**

Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the City are at any time not forthcoming or are insufficient, through failure of any entity, including the City itself, to appropriate funds or otherwise, then the City shall have the right to terminate this Agreement without penalty.

**Article 6. Schedule**

Consultant shall perform the Services by December 31, 2023. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

**Article 7. Termination**

In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party.

The City may terminate or suspend performance of this Agreement at the City's prerogative at any time upon written notice to Consultant. Consultant shall terminate or suspend performance of the Services on a schedule acceptable to the City and the City shall pay the Consultant for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Consultant's

compensation and the schedule of services. Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Consultant in connection with this Agreement shall become the property of the City, as set forth in Article 10 herein.

**Article 8. Identity of the Consultant**

Consultant acknowledges that one of the primary reasons for its selection by the City to perform the Services is the qualifications and experience of Consultant. Consultant thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Consultant. Consultant shall not subcontract any part of the Services without the prior written permission of the City. The City reserves the right to reject any of the Consultant's personnel or proposed outside professional sub-consultants, and the City reserves the right to request that acceptable replacement personnel be assigned to the project.

**Article 10. Reuse of Instruments of Service**

All documents, including but not limited to, drawings, specifications and computer software prepared by Consultant pursuant to this Agreement are instruments of service in respect to this project. They are not intended or represented to be suitable for reuse by the City or others on modifications or extensions of this project or on any other project. The City may elect to reuse such documents; however any reuse or modification without prior written authorization of Consultant will be at the City's sole risk and without liability or legal exposure to Consultant. The City shall indemnify, defend, and hold harmless the Consultant against all judgments, losses, claims, damages, injuries and expenses arising out of or resulting from such unauthorized reuse or modification.

**Article 11. Ownership of Documents and Intellectual Property**

All documents, drawings and specifications, including digital format files, prepared by Consultant and furnished to the City as part of the Services shall become the property of the City. Consultant shall retain its ownership rights in its design, drawing details, specifications, databases, computer software and other proprietary property. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of Consultant.

**Article 12. Independent Contractor Status**

During the entire term of this Agreement, Consultant shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the City. Consultant shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of employees.

**Article 13. Indemnification**

Consultant shall defend, indemnify, and hold harmless the City of Bloomington, the City, and the officers, agents and employees of the City and the City from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Consultant or its

reckless or negligent act or failure to act or any misconduct on the part of the Consultant or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims").

**Article 14. Insurance**

During the performance of any and all Services under this Agreement, Consultant shall maintain the following insurance in full force and effect:

- a. Umbrella Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence.
- b. Automobile Liability Insurance, with a minimum combined single limit of \$50,000 for each person and \$100,000 for each accident.

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the City, and the officers, employees and agents of each shall be named as insureds under the Umbrella Liability and Automobile policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder.

Approval of the insurance by the City shall not relieve or decrease the extent to which Consultant may be held responsible for payment of damages resulting from Consultant's provision of the Services or its operations under this Agreement. If Consultant fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the City's required proof that the insurance has been procured and is in force and paid for, the City shall have the right at its election to terminate the Agreement.

**Article 15. Conflict of Interest**

Consultant declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services under this Agreement. Consultant agrees that no person having any such interest shall be employed in the performance of this Agreement.

**Article 16. Waiver**

No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.

**Article 17. Severability**

The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision

with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

**Article 18. Assignment**

Neither the City nor the Consultant shall assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

**Article 19. Third Party Rights**

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and Consultant.

**Article 20. Governing Law and Venue**

This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

**Article 21. Non-Discrimination**

Consultant shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment.

Consultant understands that the City of Bloomington prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If Consultant believes that a City employee engaged in such conduct towards Consultant and/or any of its employees, Consultant or its employees may file a complaint with the City department head in charge of the Consultant's work, and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

**Article 22. Compliance with Laws**

In performing the Services under this Agreement, Consultant shall comply with any and all applicable federal, state and local statutes, ordinances, plans and regulations, including any and all regulations for protection of the environment. Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction over the project are in conflict, Consultant shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the City in a timely manner of the conflict, attempts of resolution, and planned course of action.

**Article 23. E-Verify**

Consultant is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Consultant shall sign an affidavit, attached as Exhibit B, affirming that Consultant

does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code chapter 12 or by the U.S. Attorney General.

Consultant and any subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Consultant or subcontractor subsequently learns is an unauthorized alien. If the City obtains information that the Consultant or subcontractor employs or retains an employee who is an unauthorized alien, the City shall notify the Consultant or subcontractor of the contract violation and require that the violation be remedied within 30 days of the date of notice. If the Consultant or subcontractor verified the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Consultant or subcontractor did not knowingly employ an unauthorized alien. If the Consultant or subcontractor fails to remedy the violation within the 30 day period, the City shall terminate the contract, unless the City Commission or City that entered into the contract determines that terminating the contract would be detrimental to the public interest or public property, in which case the City may allow the contract to remain in effect until the City procures a new Consultant. If the City terminates the contract, the Consultant or subcontractor is liable to the City for actual damages.

Consultant shall require any subcontractors performing work under this contract to certify to the Consultant that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the subcontractor has enrolled in and is participating in the E-Verify program. Consultant shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.

**Article 24. Notices**

Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

**City:**

**Consultant:**

City of Bloomington	Connecting Strategies LLC
Attn: Larry D. Allen	Attn: Greg Goodnight
401 N. Morton St., Suite 210	11467 Reagan Drive
Bloomington, Indiana 47402	Fishers, Indiana 46038

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the City and Consultant.

**Article 25. Intent to be Bound**

The City and Consultant each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

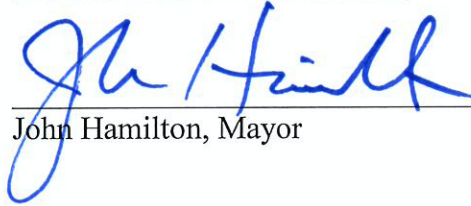
**Article 26. Integration and Modification**

This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the City and the Consultant. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified only by a written amendment signed by both parties hereto.


[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

**CITY OF BLOOMINGTON**

  
\_\_\_\_\_  
John Hamilton, Mayor

**CONNECTING STRATEGIES LLC**

  
\_\_\_\_\_  
Greg Goodnight

## **EXHIBIT A SCOPE OF WORK**

The City of Bloomington Office of the Mayor (OOTM) has been engaged in strategic, large-scale expansion of the Monroe County Convention Center project. Pursuant to the requirements of that project, Connecting 'Strategies' consultant will perform the following services:

- Review project information to gain a detailed understanding of the project requirements, scope, potential schedule, budget, stakeholders, risks, and constraints
- Engage with community partners, including but not limited to the local business community, Downtown Bloomington, Inc., Convention Center Management Company, Monroe County Council, Bloomington Common Council, Monroe County Commissioners, OOTM, and the Monroe County Capital Improvements Board (CIB), to determine paths forward and scope of the project
- Serve as the primary representative for OOTM in the negotiations of agreements necessary to complete the project, including an interlocal agreement between the City of Bloomington and Monroe County governments
- Work with the CIB to review existing proposed designs and location for the expansion and engage design team and/or assist with the preparation of bid scopes as necessary
- Any other task related to the project as may be assigned in coordination with OOTM

EXHIBIT B

STATE OF INDIANA )  
 )SS:  
COUNTY OF MONROE )

E-VERIFY AFFIDAVIT - EXEMPTION

I, Greg Goodnight, the undersigned, being duly sworn, hereby affirms and says that I am self-employed and do not employ any individuals which exempts me from registering for E-Verify for the purposes of this Service Agreement with the City of Bloomington. If at any point during the grant term I hire employees, I will notify the City and enroll in the E-Verify program.

Greg Goodnight  
Signature

Greg Goodnight  
Printed Name



STATE OF INDIANA )  
 )SS:  
COUNTY OF MONROE )

Before me, a Notary Public in and for said County and State, personally appeared Greg Goodnight and acknowledged the execution of the foregoing this 4 day of August, 2023.

Christina Finley  
Notary Public's Signature

My Commission Expires: 4-19-31

County of Residence: Monroe

Christina Finley  
Printed Name of Notary Public

My Commission #: 666835