

Board of Works and Safety

September 30, 2024
12:00 P. M.

Special Meeting Minutes

Call to Order: Mayor Samuel J. Craig

The Board of Public Works and Safety met on September 30, 2024, at City Concourse, 1402 H Street for a Special Meeting. Honorable Mayor Samuel J. Craig presided and called the meeting to order at 12:00 P.M.

Members Present:

- Mayor Samuel J. Craig
- Judy Carlisle
- Charlene Hall

New Business:

1. Request Acceptance of Bid for Production of Steel Frame and Installation -For Derrick-Brandon Woodward

- Brandon Woodward stated that he sent out four requests for quotes for production and installation of the steel frame on the Derrick project. He received three sealed quotes.
- Attorney Greg Pittman opened the three quotes:
- Sigma Steel-\$20,877
- McIntyre Brothers-\$42,127.46
- E &H Bridge & Grating-\$17,150
- Brandon Woodward reviewed the quotes prior to approval.
- After reviewing all the quotes, Brandon Woodward recommended the board accept the lowest quote from E & H Bridge in the amount of \$17,150.

- ❖ Charlene Hall made the motion to approve the quote from E & H Bridge & Grating in the amount of \$17,150,
- ❖ Judy Carlisle seconded the motion,
- ❖ ***All votes were in favor, No one opposed, Approved.***

- Brandon Woodward then asks the board for approval to pay the invoice when the job was complete to the city's satisfaction.
- The board then discussed the policy for paying vendors prior to the board meetings.

- The board is going to review the purchasing policy.
- No action was taken on the request to pay vendor prior to the board meeting and approving the claim.

2. Request Acceptance of Mutual Aid Agreement with Bloomington Fire Department- Chief Luke Pinnick

- Chief Pinnick presented an updated mutual aid agreement with the City of Bloomington.
 - The last time it was updated was 2016.
 - It has been updated and reviewed by Bloomington's counsel and Bedford's counsel. Bloomington's fire chief has signed the agreement.
 - The board discussed the process of reviewing mutual aid agreements, policies and SOPs on a regular basis.
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- ❖ Charlene Hall made the motion to approve the Mutual Aid Agreement with Bloomington Fire,
 - ❖ Judy Carlisle seconded the motion,
 - ❖ *All votes were in favor, No one opposed, Approved.*

MUTUAL AID AGREEMENT

City of Bloomington Fire Department
City of Bedford Fire Department

WHEREAS, Section 10-14-3-16, Indiana Emergency Management and Disaster Law, authorizes public agencies in this state to enter into mutual aid agreements; and

WHEREAS, the parties hereto desire to avail themselves of the authority conferred by this law; and

WHEREAS, the purpose of this agreement is to provide each of the parties, through their mutual cooperation, a predetermined plan by which each might aid to the other in case of a situation which demands emergency response to a degree beyond the existing capabilities of any single part; and

WHEREAS, it is deemed in the public interest for the parties hereto to enter into an agreement for mutual assistance in order to provide the reserves needed to assure each of the party's adequate protection.

WHEREAS, the Fire Chiefs of the Bedford Fire Department and Bloomington Fire Department have rendered mutual aid in the past; and

WHEREAS, the Fire Chiefs anticipate a continuing demand for such mutual aid and cooperation in the use of their fire personnel and equipment for the safety, health, and welfare of the people of their communities during times of emergency;

NOW THEREFORE, Bedford Fire Department Chief Luke Pinnick and Bloomington Fire Department Chief Roger Kerr do hereby agree that their respective departments will render mutual aid under in accordance with the following terms and conditions:

1. Request for Aid

Requests for aid pursuant to this Agreement shall be made by the Fire Chief of the requesting department or the Chiefs designee. The Fire Chief of the requesting department shall specify the type of equipment and personnel needed and the location to which equipment and personnel are to be dispatched. However, the Fire Chief of the responding department, or his designee, may determine whether additional supervisory personnel, support equipment, support personnel, fire department equipment, or fire department personnel should be dispatched alongside the equipment and personnel being asked for by the requesting department.

The Fire Chief of the responding department, or his designee, shall have the exclusive authority to determine whether personnel or equipment shall be sent beyond the jurisdictional limits of his department. Each party shall have the sole right to determine when it is capable of responding to a request for aid without jeopardizing its ability to meet the needs of its service area.

2. Command Structure

The Fire Chief of the requesting department, or his designee, shall be in command of all units responding from other governmental units. All personnel and equipment of a responding unit shall be under the immediate command of the highest ranking officer attached to said unit. Whenever possible, commands and orders for the use of such personnel and equipment shall be made by the commanding officer of the requesting department through the ranking officer of the responding units. The officers in charge of the responding department shall, however, at all times have the power to recall any personnel or equipment from an assistance mission.

3. Personnel and Injuries

It is the responsibility of both Fire Chiefs to assure that any of their personnel who respond under the terms of this Mutual Aid Agreement are members in good standing of the department and are adequately trained for the requested duty. Each Fire Chief shall be responsible for the actions and conduct of all responding personnel from his department.

Both parties agree that they have adequate workers compensation insurance in place and agree to cover any and all costs associated with injuries to, or the death of, their own employees. Neither party shall be liable to the other for any work-related injury occurring as a consequence of this agreement.

4. Costs Associated with Aid Rendered Pursuant to this Agreement

Each party to this Agreement shall assume responsibility for all expenses for their own equipment and personnel when responding to a request for mutual aid. Neither party may charge the other for expenses associated with the performance of obligations pursuant to this Agreement.

5. Liability, Insurance, and Immunity

Each party waives all claims against the other party to this Agreement for compensation for any loss, property damage, personal injury, or death occurring as a consequence of the performance of obligations pursuant to this Agreement.

Each party to this Agreement shall assume liability and responsibility for any damage to or loss of its own equipment or apparatus, or damage to or loss of any personal property belonging to its own members.

Each party to this Agreement agrees to maintain adequate insurance as required by the State of Indiana.

It is expressly understood that neither party waives nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of its governmental powers and functions under this Agreement.

6. Effective Date

This Agreement shall be effective on the latest date indicated in the signature block below.

7. Termination

Either party may terminate this Agreement by providing written notice to the other party at least thirty (30) days prior to the intended date of termination. Such notice shall be signed by the Fire Chief of the terminating party and by the executive of the terminating party.

8. Severability

If any or more of the provisions contained in this Agreement is held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if the invalid or unenforceable provision had never been contained in the Agreement.

9. Amendment

This Agreement may be amended, modified, or appended by the mutual agreement of the parties. Such amendment shall be reduced to writing, executed, and attached hereto for full incorporation as part of this Agreement.

IN WITNESS WHEREOF, the parties hereto separately and severally have executed this Mutual Aid Agreement in their respective names by and through their duly authorized officers on this 30 day of September, 2024.

**CITY OF BEDFORD
BOARD OF PUBLIC WORKS AND SAFETY**

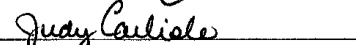
ATTEST:



Samuel Craig, Mayor



Billie Tumey, Clerk-Treasurer



Judy Carlisle, Board Member



Charlene Hall, Board Member

**3. Request Approval of Payment for McIntyre Brothers LLC Invoice 31387-\$824.85-
Electrical Work at StoneGate Arts & Education Center-Brandon Woodward**

- Brandon Woodward stated that there was work done at StoneGate in the black box meeting room and a lift was needed to reach the electrical.
- Mayor Craig stated that the City of Bedford owns StoneGate and must maintain the building.

- ❖ Judy Carlisle made the motion to approve the payment to McIntyre Brothers LLC,
- ❖ Charlene Hall seconded the motion,
- ❖ *All votes were in favor, No one opposed, Approved.*

4. Discussion

- None

5. Adjourn

- ❖ Judy Carlisle made the motion to adjourn,
- ❖ Mayor Craig seconded the motion,
- ❖ *All votes were in favor, No one Opposed, Passed, Meeting Adjourned*

Board of Works & Safety 2024

• *Samuel J. Craig, Mayor* _____

• *Judy Carlisle* _____

• *Charlene Hall* _____

Attest: Billie Tumeey _____