

AGENCY AGREEMENT

This Agency Agreement (this "Agreement") dated as of May 9, 2024 (the "Effective Date"), is entered into by and between the City of South Bend Department of Redevelopment, acting by and through its Redevelopment Commission (the "RDC"), and South Bend Parks and Recreation Department, acting by and through the South Bend Board of Park Commissioners (the "Parks Board") (each a "Party" and collectively the "Parties").

RECITALS

A. The RDC owns or will soon own two parking facilities located at 109 W. Jefferson Boulevard (the "Leighton Garage"), and 119 W. Wayne St. (the "Main Wayne Street Garage") (collectively, the "Garages").

B. The RDC holds or will hold legal or equitable title to each of the Garages and will have the power to manage, maintain, and control the use of the Garages, among other powers afforded under Ind. Code § 36-7-14.

C. The RDC desires to appoint the Parks Board as the RDC's agent to manage and to contract for the management of parking operations in the Garages, as allowed by Ind. Code § 36-7-14.

D. The Parks Board desires to accept the RDC's appointment on the terms set forth in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Appointment and Acceptance; Limitation. The RDC hereby appoints and authorizes the Parks Board as the RDC's agent to act on the RDC's behalf for the purposes stated in this Agreement. The Parks Board hereby accepts said appointment and authority. Under this Agreement, the Parks Board is neither required nor permitted to act as the RDC's agent with respect to the storefront retail space contained within the Leighton Garage or the storefront retail space contained within the Main Wayne Street Garage.

2. Operations. The Parks Board will carry out all necessary or appropriate functions related to the management and operations of vehicular parking in the Garages. The Parks Board is hereby authorized to contract, in accordance with applicable laws and procedures, with third parties for the provision of necessary goods and services to carry out the management and operations of vehicular parking in the Garages.

3. Garage and On-Street Enforcement. In accordance with the RDC's authority, the Parks Board is hereby authorized to contract, in accordance with applicable laws and procedures, with third parties for the enforcement of parking regulations in the Garages and on public rights-of-way.

4. Termination. This Agreement, and the authority granted herein, will terminate upon thirty (30) days' written notice by either Party to the other in advance of the date of termination.

5. Cooperation. As needed on a case-by-case basis, the Parties agree to cooperate with one another to carry out the purposes of this Agreement.

6. Successors and Assigns. This Agreement shall be binding on and inure to the benefit of the RDC and the Parks Board and their respective successors-in-interest and permitted assigns. This Agreement may not be assigned by any Party without the prior written consent of the other Party.

IN WITNESS WHEREOF, the RDC and the Parks Board have executed this Agency Agreement to be effective as of the Effective Date stated above.

CITY OF SOUTH BEND REDEVELOPMENT COMMISSION

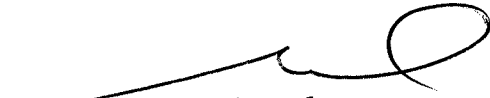


Troy Warner, President

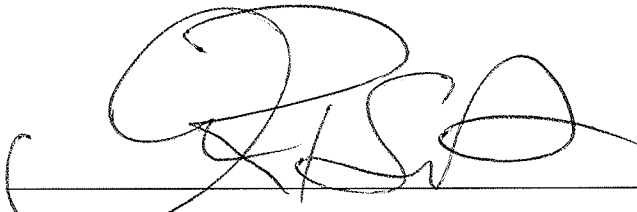


Vivian Sallie, Secretary

SOUTH BEND BOARD OF PARK COMMISSIONERS



Mark W. Neal, President



Anastasia Smith-Davis, Secretary

