

**INDEMNIFICATION AGREEMENT
BETWEEN
THE CITY OF SOUTH BEND AND TIRE RACK**

The Tire Rack, Inc. ("Owner"), is the owner of certain real property at: 7101 Vorden Parkway, South Bend, Indiana ("Tire Rack Property"). Owner is willing to allow the South Bend Police Department to use the Tire Rack Property for the purpose of providing Emergency Vehicle Operation ("EVOC") training to the South Bend Police Department on an ongoing basis on such dates as mutually determined and agreed to by the parties. In consideration for Owner allowing the City of South Bend (the "City") to use the Tire Rack Property to help train the South Bend Police Department drivers, the City hereby agrees to defend Owner, its officers, directors, and employees, from any claims or suits arising out of the use of the Tire Rack Property by the South Bend Police Department. In the event of any Judgment arising out of any such claim or suit against Owner, its officers, directors, or employees, the City shall indemnify Owner up to the limits set forth in the Indiana Tort Claims Act.

As a condition precedent to the right of indemnification under this Act, Owner, officers, directors, or employees shall tender in writing to the South Bend Corporation Counsel any and all suit papers, demands, notices, summonses, complaints, or other process received by Owner arising out of the use of the Tire Rack Property by the South Bend Police Department within twenty-four (24) hours of receipt, or as promptly as reasonably possible, so that the City can adequately respond in a timely fashion. Owner, officers, directors, and employees shall fully cooperate with the City in the conduct of its investigations, possible settlement, and defense of any legal proceedings.

There is no financial consideration being offered by either party as part of this

agreement or to have either party execute this agreement.

This agreement can be terminated at any time by either party by providing written notice to the other party within fourteen (14) days of the date that termination shall occur. For purposes of this agreement, writing will be defined as either certified mail, third-party document delivery services with tracking information, or by email with a “read receipt” attached. Notwithstanding the foregoing, the City’s indemnification obligations under this agreement shall survive termination of this agreement.

(Signature Page Follows)

THE TIRE RACK, INC.

Signature

Printed Name and Title

Street Address

P.O. Box

City, State Zip

Telephone Fax

Date

**CITY OF SOUTH BEND, INDIANA
BOARD OF PUBLIC WORKS**

Elizabeth A. Maradik, President

Gary A. Gilot, Member

Murray L. Miller, Member

Joseph R. Molnar, Vice President

Breana Micou, Member

Attest: Hillary R. Horvath, Clerk

Date: October 28, 2025

*Signature Page to Indemnification Agreement by and between Board of Public Works and
Tire Rack, dated October 28, 2025.*

**BOARD OF PUBLIC WORKS
AGENDA ITEM REVIEW REQUEST FORM**

Date	October 20 th , 2025	Department	SBPD
Name	Sgt. Aaron M. Knepper #2174	Phone Extension	9018
BPW Date	October 28 th , 2025		

Required Prior to Submittal to Board

Diversity Compliance and Inclusion Officer	<input type="checkbox"/>	Officer Name	
BPW Attorney	<input checked="" type="checkbox"/>	Attorney Name	Michael Schmidt
Dept. Attorney	<input checked="" type="checkbox"/>	Attorney Name	Kylie Connell
Purchasing	<input type="checkbox"/>		

Check the Appropriate Item Type – Required for All Submissions

<input checked="" type="checkbox"/> Professional Services Agreement	<input type="checkbox"/> Contract	<input type="checkbox"/> Proposal
<input type="checkbox"/> Open Market Contract	<input type="checkbox"/> Amendment/Addendum	<input type="checkbox"/> Special Purchase, QPA
<input type="checkbox"/> Bid Opening	<input type="checkbox"/> Bid Award	<input type="checkbox"/> Req. to Advertise
<input type="checkbox"/> Quote Opening	<input type="checkbox"/> Quote Award	<input type="checkbox"/> Reject Bids/Quotes
<input type="checkbox"/> Proposal Opening	<input type="checkbox"/> C/O & PCA No. _____	<input type="checkbox"/> PCA
<input type="checkbox"/> Chg. Order, No. _____	<input type="checkbox"/> Traffic Control	<input type="checkbox"/> Resolution
<input type="checkbox"/> Other:		<input type="checkbox"/> Ease./Encroach

Required Information

Company or Vendor Name	Tire Rack
New Vendor	<input type="checkbox"/> Yes <input type="checkbox"/> If Yes, Approved by Purchasing
	<input checked="" type="checkbox"/> No
MBE/WBE Contractor	<input type="checkbox"/> MBE <input type="checkbox"/> WBE
	Completed E-Verify Form Attached <input type="checkbox"/> Yes <input type="checkbox"/> No
Project Name	2025 Indemnification Agreement between COSB & Tire Rack - UPDATED
Project Number	
Funding Source	
Account No.	
Amount	
Terms of Contract	Ongoing until further notice.
Purpose/Description	<u>The South Bend Police Department is requesting Board approval of the indemnification agreement between the City of South Bend and Tire Rack. This is for use of the Tire Rack's training track for the future annual police Emergency Vehicle Operations (EVO) training sessions.</u>

For Change Orders Only

Amount of	<input type="checkbox"/>	Increase	\$ _____
	<input type="checkbox"/>	Decrease	(\$ _____)
Previous Amount			\$ _____
		Increase	_____ %
Current Percent of Change:		Decrease	(_____ %)
New Amount			\$ _____
		Increase	_____ %
Total Percent of Change:		Decrease	(_____ %)
Time Extension Amount:			_____
New Completion Date:			_____