



CITY OF SOUTH BEND

BOARD OF PUBLIC WORKS

February 24, 2026

Mr. Brian Guarraci
Office of the Vice President & General Counsel
204 Main Building
Notre Dame, IN 46556
Bguarra1@nd.edu; kwalsh8@nd.edu

RE: Access and Indemnification Agreement

Dear Mr. Guarraci:

At its February 24, 2026 meeting, the Board of Public Works approved the above referenced agreement to allow research of building demolition process for academic purposes at 747-749 Harrison Ave.

Enclosed please find a copy of the agreement for your records.

If you have any further questions, please call this office at (574) 235-9251.

Sincerely,

/s/ Hillary Horvath

Hillary Horvath, Clerk

Enclosures
HH/cb

AUTHORIZATION, ACCESS AND INDEMNIFICATION AGREEMENT

This AUTHORIZATION, ACCESS AND INDEMNIFICATION AGREEMENT (the “Agreement”) is made and entered into this 5th day of February, 2026 (the “**Effective Date**”), by and between the City of South Bend, Indiana, a municipal corporation, by and through its Board of Public Works (hereinafter, the “City”), and the University of Notre Dame Du Lac, a non-profit educational institution (“Notre Dame”). The City and Notre Dame are sometimes collectively referred to herein as the “Parties” and individually as a “Party”.

RECITALS:

WHEREAS, City is the owner of a building located at 749 Harrison Avenue, South Bend, Indiana, 46616 (the “Property”), and

WHEREAS, Notre Dame desires to have access to the Property in order to perform academic research on the Property.

AGREEMENT:

NOW, THEREFORE, for and in consideration of mutual promises and undertakings set forth herein, the City and Owner agree as follows:

- 1. Access.** In consideration of this Agreement and Notre Dame’s willingness to perform the work contemplated in this Agreement at its own expense, the City hereby grants Notre Dame all necessary access to and from the Property. Such access shall include any and all of Notre Dame’s designees, guests, or invitees as Notre Dame deems reasonably necessary to perform the work contemplated by this Agreement. Notre Dame has been advised that the Property is inherently hazardous and that it, and its designees, invitees, or guests, are accessing the Property at their own risk.
- 2. Use.** Notre Dame, or its designees, invitees or guests, shall be granted access to the Property in order to perform academic research at its sole expense. Some of the research performed on the Property may entail items such as material non-destructive testing, drone scanning and structural modeling. Notre Dame shall have the discretion to choose the type of testing it desires to perform provided such testing does not endanger the structure of the Property. Upon completion of the academic research, Notre Dame will notify the City and secure the Property in a manner acceptable to the City. At all times throughout the duration of this Agreement, Notre Dame, or its designees, invitees or guests, shall exercise its responsibilities in a good, safe, and workmanlike manner, and in compliance with all applicable federal, state, and local laws, rules and permit conditions. Notre Dame shall share its research and findings with the City upon request.

3. **Term.** Notre Dame shall have access to the Property from February 5, 2026 through May 1, 2026.
4. **Compliance with Laws.** This Agreement shall be construed and interpreted according to the laws of the State of Indiana. The Parties hereto agree to comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby are hereby incorporated herein by reference.
5. **Relationship/Independent Contractor.** Both Parties, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint venturers or associates of one another. The employee(s) or agent(s) of one Party shall not be deemed or construed to be the employee(s) or agent(s) of the other Party for any purpose whatsoever. Neither Party will assume liability for any injury (including death) to any person(s), or damage to any property, arising out of the acts or omissions of the agents, employees or contractors of the other Party.
6. **Indemnification.** It is understood that Notre Dame is performing this work in an effort to enhance and support its academic mission. Accordingly it is acknowledged and agreed that Notre Dame shall indemnify, defend, and hold harmless the City, including any such City agents, City officers, City representatives, City designees, and City employees (collectively the "Indemnified Parties") from and against any and all claims, losses, and damages for personal injury, property damage, or economic harm (collectively "Claims") asserted by any third-party, including any of Notre Dame's designees, invitees, or guests, as a result of the Notre Dame's access to the Property, except to the extent that such Claims proximately arise out of the negligent or intentional act or omission of any Indemnified Parties.
7. **Miscellaneous Provisions.**
 - a. *Time of the Essence.* The Parties agree that time is of the essence for this Agreement.
 - b. *Severability.* If any provision of this Agreement is determined to be illegal or unenforceable, such provision shall be stricken and the remaining provisions of this Agreement shall remain unaffected as if the illegal or unenforceable provision never existed.
 - c. *Force Majeure.* Neither Party will hold the other responsible for damages or delay caused by acts of God, acts of war, strikes, or other events beyond the other's control.

- d. *Waiver of Rights.* Failure or delay by either Party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision.
- e. *Headings.* Headings in this Agreement are for reference only and shall not be considered binding terms of this Agreement.
- f. *Countersignature and Electronic Signature.* This Agreement may be signed in counterparts, each of which will be deemed an original and all of which, taken together, shall constitute one and the same instrument, binding on each signatory thereto. This Agreement may be executed by signatures, electronically or otherwise, which shall be binding upon each signing party to the same extent as an original executed version hereof.
- g. *Notice.* Any notice or communication between Owner and the City that may be required, or that may be given, under the terms of this Agreement shall be in writing, and shall be deemed to have been sufficiently given when directly presented or sent prepaid, first-class United States Mail, addressed as follows:

CITY: City of South Bend
 Attn: Board of Public Works
 215 S. Dr. Martin Luther King Jr. Blvd.
 South Bend, Indiana 46601

NOTRE DAME Attn: Brian Guarraci
 Office of the Vice President & General Counsel
 204 Main Building
 Notre Dame, IN 46556

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

DATE: _____ DATE: _____

CITY OF SOUTH BEND, INDIANA
 BOARD OF PUBLIC WORKS



Elizabeth A. Maradik, President



Murray L. Miller, Member



Abigail E. Magas, Member



Joseph R. Molnar, Vice President



Breana N. Micou, Member



Attest: Hillary R. Horvath, Clerk

Date: February 24, 2026

UNIVERSITY OF NOTRE DAME
 DU LAC

By: 

Printed: Stefanos Polyzoides

Title: Francis & Kathleen Rooney Dean
 School of Architecture

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

Date	<u>02/03/2026</u>	Department	<u>DPW</u>
Name	<u>Zach Hurst</u>	Phone Extension	<u>3057</u>
BPW Date	<u>02/24/2026</u>		

Review and Approval Required Prior to Submittal to Board

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

Check the Appropriate Item Type – Required for All Submissions

<input 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"/> Title Sheet
<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 checked="" type="checkbox"/> Other: <u>Access and Indemnification Agreement</u>		<input type="checkbox"/> Ease./Encroach	

Required Information

Company or Vendor Name	<u>University of Notre Dame</u>
New Vendor	<input type="checkbox"/> Yes <input type="checkbox"/> If Yes, Approved by Purchasing <input type="checkbox"/> No
MBE/WBE Contractor	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <u>Completed E-Verify Form Attached</u> <input type="checkbox"/> Yes <input type="checkbox"/> No
Project Name	<u>Demolition of 747-749 Harrison Avenue</u>
Project Number	<u>124-062</u>
Funding Source	<u>N/A</u>
Account No.	_____
Amount	_____
Terms of Contract	_____
Purpose/Description	<u>Access and Indemnification Agreement to allow research of building demolition process for academic purposes.</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:		_____