

FIRST AMENDMENT TO REDEVELOPMENT SUPERVISORY SERVICES AGREEMENT

This First Amendment To Redevelopment Supervisory Services Agreement (this “First Amendment”) is made on _____, 2018 (the “Effective Date”), by and between the South Bend Redevelopment Commission, the governing body of the City of South Bend Department of Redevelopment (the “Commission”), and the Civil City of South Bend, an Indiana municipal corporation, acting by and through the South Bend Board of Public Works (the “Provider”).

RECITALS

A. The Commission and the Provider entered into that certain Redevelopment Supervisory Services Agreement dated January 12, 2017 (the “Services Agreement”), for the provision of supervisory services to the Commission in relation to the Commission’s Projects (as defined in the Services Agreement).

B. The Commission and the Provider wish to amend the Services Agreement as set forth in this First Amendment.

NOW, THEREFORE, in consideration of the mutual promises and obligations in this First Amendment and the Services Agreement, the adequacy of which consideration is hereby acknowledged, the Parties agree as follows:

1. Effective on January 1, 2018, the entirety of Section 4.A. of the Services Agreement is deleted and replaced by the following:

A. Fees for Services. The Provider will render the Requested Services to the Commission through the work of the Provider’s employees holding the position titles “Executive Director of Community Investment” and “Director of Business Development.” As compensation for the Requested Services, the Commission agrees to pay the Provider a flat fee for each respective calendar year in an amount not to exceed the total amount stated in the table below (the “Annual Fee”).

<u>Period</u>	<u>Position</u>	<u>Annual Fee</u>
January 1 to December 31, 2018	Executive Director of Community Investment	\$50,000.00
	Director of Business Development	\$40,000.00
	<u>Total for 2018</u>	\$90,000.00
January 1 to December 31, 2019	Executive Director of Community Investment	\$50,000.00
	Director of Business Development	\$40,000.00
	<u>Total for 2019</u>	\$90,000.00

2. Unless expressly modified by this First Amendment, the terms and provisions of the Services Agreement remain in full force and effect.

3. Capitalized terms used in this First Amendment will have the meanings set forth in the Services Agreement unless otherwise stated herein.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment To Redevelopment Supervisory Services Agreement to be effective as of the Effective Date stated above.

**SOUTH BEND BOARD OF
PUBLIC WORKS**

**SOUTH BEND REDEVELOPMENT
COMMISSION**

Gary Gilot, President

Marcia I. Jones, President

Therese Dorau, Member

Donald E. Inks, Secretary

Suzanna Fritzbeg, Member

Date:

Elizabeth Maradik, Member

James Mueller, Member

ATTEST:

Linda Martin, Clerk

Date:

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