

**STUDEBAKER FOUNTAIN WATER FILTRATION SYSTEM
COST-SHARING AGREEMENT**

THIS STUDEBAKER FOUNTAIN WATER FILTRATION SYSTEM COST-SHARING AGREEMENT (the “Agreement”) is made by and between the City of South Bend Venues Parks & Arts Department, by and through its Board Park Commissioners, and the Friends of the Studebaker Fountain, Inc., with its principal place of business at 814 Marietta Street, South Bend, Indiana 46601 (each a “Party” and collectively the “Parties”).

RECITALS

WHEREAS, the Venues Parks & Arts Department (“VPA”) is a department of the City of South Bend, Indiana (the “City”); and

WHEREAS, VPA oversees and maintains all City Parks and associated Park amenities; and

WHEREAS, the Studebaker Fountain Committee successfully raised funds to renovate and reconstruct the historic Studebaker Fountain in South Bend Indiana’s Leeper Park; and

WHEREAS, the Studebaker Fountain Committee incorporated as the Friends of the Studebaker Fountain, Inc., (“Friends”) a 501(c)(3) non-profit organization that raises funds for the long-term preservation of the Historic Studebaker Fountain; and

WHEREAS, the Parties were previously party to a Memorandum of Understanding, dated February 20, 2017, pertaining to the care, maintenance and installation of the Studebaker Fountain; and

WHEREAS, the Parties agree the Studebaker Fountain requires a water filtration system; and

WHEREAS, this Agreement is intended to continue the successful relationship between the City VPA department and the Friends with regard to the care of Studebaker Fountain.

NOW THEREFORE, based on the foregoing, the Parties enter into this Agreement under the following terms and conditions:

Section 1. Responsibilities of the City

- A. VPA agrees to contribute fifty thousand dollars (\$50,000) toward the installation of a water filtration system for the Studebaker Fountain.
- B. VPA will define and determine the level and means of maintenance to be performed throughout the fountain’s life span based on the maintenance documents provided by the Studebaker Fountain committee.

Section 2. Responsibilities of the Friends of Studebaker Fountain

- A. The Friends may provide occasional assistance with issues of the Studebaker Fountain’s long-term non-standard maintenance, if the Friends determine, in their sole discretion, that such assistance is appropriate.
- B. The Friends agrees to transfer \$60,000 to the VPA Foundation upon adoption of this agreement to cover the design, materials, utility connections and installation of a water filtration system for the Studebaker Fountain.
- C. The City understands and acknowledges that \$25,000 of the funds being donated toward the water filtration system by the Friends were previously agreed upon by both parties to be used for continuing maintenance funds for the Studebaker.

Section 3. Ongoing Fountain Maintenance and Repair

The City, as the owner of Studebaker Fountain, shall be responsible for the operation, maintenance, and repair of the fountain. The methods can include, but are not limited to, preventative maintenance, winterization, cleaning, or repairs on existing systems.

At their sole discretion, the Friends may consider contribution for capital improvements or other expenses related to the Studebaker Fountain, the terms and conditions of which shall be memorialized in a written mutual agreement between the Parties.

Section 4. Illegality, Governing Law and Counterparts

If any provision of this Agreement is found by any court of competent jurisdiction to be illegal, invalid, or unenforceable, the remainder of this Agreement will not be affected thereby. In lieu of any provision that is found to be illegal, invalid or unenforceable, there will be added as part of this Agreement a provision as similar to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

This Agreement shall be governed by the laws of the State of Indiana and venue shall be in Saint. Joseph County, Indiana.

This Agreement may be executed in separate counterparts, each of which when so executed shall be an original, and all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, this Agreement has been executed effective as of the date first appearing above.

CITY OF SOUTH BEND, INDIANA BOARD OF PARK COMMISSIONERS	FRIENDS OF THE STUDEBAKER FOUNTAIN, INC.
_____ Mark Neal, President	_____ Signature
_____ Consuela Hopkins, Vice President	_____ Printed Name and Title
_____ Aimee Buccellato, Member	
_____ Dan Farrell, Member	
ATTEST: _____ Eva Ennis, Clerk	