

**THIRD AMENDMENT TO
REDEVELOPMENT SUPERVISORY SERVICES AGREEMENT**

This Third Amendment to Redevelopment Supervisory Services Agreement (this “Third Amendment”) is made effective as of January 1, 2023 (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 City of South Bend, Indiana, an Indiana municipal corporation, acting by and through the City of South Bend, Indiana Board of Public Works (the “Provider”).

RECITALS

A. The Commission and the Provider entered into a Redevelopment Supervisory Services Agreement dated January 12, 2017, as amended by a First Amendment to Redevelopment Supervisory Services Agreement dated March 13, 2018, and a Second Amendment to Redevelopment Supervisory Services Agreement dated effective January 1, 2020 (together, 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 Second Amendment.

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

1. Effective on January 1, 2023, 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,” “Director of Growth & Opportunity,” and “Property Development Manager.” 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, 2023	Exec. Dir. of Community Investment	\$ 40,337.00
	Director of Growth & Opportunity	\$ 43,555.00
	Property Development Manager	\$ 36,209.00
	<u>Total for 2023</u>	\$120,000.00
January 1 to December 31, 2024	Exec. Dir. of Community Investment	\$ 41,143.74
	Director of Growth & Opportunity	\$ 44,426.10
	Property Development Manager	\$ 36,993.18
	<u>Total for 2024</u>	\$122,563.02

January 1 to December 31, 2025	Exec. Dir. of Community Investment	\$ 41,966.61
	Director of Growth & Opportunity	\$ 45,314.62
	Property Development Manager	\$ 37,671.84
	<u>Total for 2025</u>	\$124,953.07

2. Section 5 of the Services Agreement shall be amended to delete the term "December 31, 2022" and replace it with "December 31, 2025."

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

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

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

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

**SOUTH BEND REDEVELOPMENT
COMMISSION**

Elizabeth Maradik, President

Marcia Jones, President

Joseph Molnar, Vice President

Troy Warner, Secretary

Jordan Gathers, Member

Date:

Gary Gilot, Member

Murray Miller, Member

ATTEST:

Theresa Heffner, Clerk

Date:

