

**FIRST AMENDMENT TO THE AGREEMENT FOR SERVICES BY AND BETWEEN
THE CITY OF SOUTH BEND, INC. AND DOWNTOWN SOUTH BEND, INC.**

This First Amendment to the Agreement for Services (this "First Amendment") is dated November 16, 2025 (the "Effective Date"), by and between the City of South Bend, Indiana (the "City"), by and through its Venues, Parks & Arts Department, acting through its Board of Park Commissioners ("VPA") and Downtown South Bend, Inc., a not-for-profit domestic corporation organized under the laws of the State of Indiana ("DTSB or the "Contractor"), having its principal place of business at 217 S. Michigan Street, South Bend, Indiana 46601 (each a "Party" and collectively referred to herein as the "Parties").

RECITALS

- A. The City and DTSB entered into a Services Agreement dated January 1, 2025.
- B. The City, having executed the abovementioned Services Agreement identified an error in the amount of consideration properly due to DTSB.
- C. The Parties wish to amend the Services Agreement pursuant to the terms and agreement set forth in this First Amendment.

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

1. Section 3. Consideration is hereby replaced in its entirety by the following:

Section 3. Consideration. Consideration for the services provided under this Agreement shall be paid in the following manner:

Base Operations - \$330,000.00 payable in twelve equal monthly installments.

Outreach Ambassador Program - \$64,000 payable in twelve equal installments.

Safety Patrols - Not to exceed \$264,000 which is payable based on submission of an invoice detailing actual monthly hours.

Public Art Activities - \$20,000 payable no later than September 1, 2025.

The total amount of consideration paid to Contractor for this Agreement shall not exceed \$678,000.00.

Invoices shall be sent to the City, along with monthly progress reports as described in Section 2, no later than the 15th of each contract month.

It is understood by Contractor that as a part of the abovementioned Consideration outlined in this Section 3, Contractor shall also provide staff support for VPA sponsored events as reasonably requested by VPA. Such events where support

from Contractor is needed shall be limited to events and initiatives which are focused on increasing vibrancy and visitors to the CDA, as defined in Exhibit A. It is understood that these are VPA sponsored events and that, despite support from Contractor, VPA shall take the lead in organizing and sponsoring such events.

The City reserves the right to challenge any invoice submitted by Contractor. Should the City challenge such invoice, it shall be Contractor's responsibility to provide documentation showing the hours and services listed on the invoice were actually completed. Any payment that the City may deny, withhold or delay shall not be subject to penalty or interest under Indiana Code § 5-17-5.

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 Collective Bargaining Agreement to be effective as of the Effective Date stated above.

DOWNTOWN SOUTH BEND, INC.

BOARD OF PARKS COMMISSIONERS
SOUTH BEND, INDIANA

W. Weller II

Date: 12/13/25

John C. Johnson
APSD clerk
Date: 11/17/25