

**FIRST AMENDMENT TO THE SERVICES AGREEMENT BY AND
BETWEEN THE CITY OF SOUTH BEND, INC. AND
INVICTUS: PROTECTION & INVESTIGATIONS, LLC.**

This First Amendment to the Services Agreement (this "First Amendment") is dated June 15, 2026 (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 Invictus: Protection & Investigations, LLC ("Invictus") (each a "Party" and collectively referred to herein as the "Parties").

RECITALS

A. The City and Invictus entered into a Services Agreement in 2025 that called for Invictus to provide additional park security services for VPA throughout 2026 calendar year.

B. The Parties, having executed the abovementioned Services Agreement, now require additional security coverage throughout the months of June 2026 through October 2026.

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 2. Compensation is hereby replaced in its entirety by the following:

Section 2. Compensation. In exchange for the Provider's satisfactory performance of the Services, and subject to the terms and conditions of this Agreement, the City will pay the Provider a not to exceed amount of \$120,000 for the services rendered to the City (the "Contract Amount"). The City will pay the Contract Amount upon receipt of a detailed invoice by the Provider every (30) days. The City will not be required to pay any amount if the City is not satisfied with the Provider's performance under this Agreement or any default or breach of this Agreement by the Provider exists, as the City may determine in its sole discretion. The sum of all payments will not exceed the Contract Amount, and the Provider will not incur or seek reimbursement for any expenses in excess of the Contract Amount.

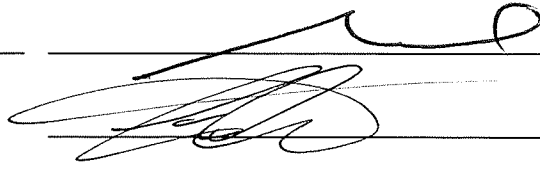
2. APPENDIX A is hereby replaced in its entirety by the Appendix A attached to this First Amendment.
3. Unless expressly modified by this First Amendment, the terms and provisions of the Services Agreement remain in full force and effect.
4. Capitalized terms used in this First Amendment will have the meanings set forth in the Services Agreement unless otherwise stated herein.

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

INVICTUS

**BOARD OF PARKS COMMISSIONERS
SOUTH BEND, INDIANA**

Date: _____



Date: June 15, 2020

APPENDIX A

SCOPE OF WORK

Primary Areas of Responsibility: Provide professional security coverage for the entirety of park campuses, with an emphasis on park campuses commonly referred to as Howard Park, Seitz Park, East Race. This includes associated buildings, structures, and equipment. This also includes enforcing and executing the City's policies and procedures around the use of these spaces, while also abiding by applicable State law.

The majority of means and methods are at the discretion of the contractor. However, the following staffing levels and schedule are required. The Executive Director and Chief of Visitor Experiences (or designee) may reassign security professionals to different locations or adjust the number of security professionals at each location as operational needs dictate, while maintaining the overall staffing levels and hours specified above. Temporary assignments may also be made to address short-term needs or special events, with the understanding that such assignments will not exceed the overall staffing requirements.

Howard Park & Seitz Park:

May 1st - November 30th, unless otherwise requested by VPA.

(2) security professionals, 4PM-11PM, 7 Days Per Week

June 15th through October 1st will require 2 additional security professionals between 6 PM and 10 PM daily

It is expected that VPA will request an additional security professional at Howard Park, Seitz Park, and the Martin Luther King Center Campus to match the attendance levels as needed. VPA and Invictus will work together to find a mutually agreed upon schedule to be covered under the existing terms of the agreement, and such staffing shall not result in an increase in the overall value of this contract.

Additional Responsibilities:

Communications & Reporting:

All incidents must be recorded and reported on the City of South Bend Incident Form before the end of the assigned shift. Incident shall be defined as an event causing injury, damage, loss, or significant disruption to the park experience. Notify Erin Thorton or other assigned VPA staff member prior to leaving the park and upon return.

Communication Chain:

Verbal, phone call, and emailed reports must route through Erin Thornton or her designee.

Additional hours outside of the schedule must be authorized and approved by Erin Thornton or the VPA Executive Director.

Additional hours beyond the normal schedule shall be negotiated agreed upon by both Parties.

Safety and Customer Service:

Use best efforts and practices generally accepted within the industry to keep all Parks staff and Park visitors safe.

Be friendly, welcoming, and courteous to all customers.

Verbally engage patrons and inform them of rules and regulations as needed to ensure a safe and welcoming experience.

Always perform the responsibilities of this Agreement in a professional manner.

Rule Enforcement:

Enforce posted rules and regulations.

Prevent groups from gathering in the restrooms.

Abide by all City ordinances and State law.

Patrol and Monitoring:

Conduct parking lot checks.

Provide crowd control services.

Be present in the park on foot, in buildings, and/or using a golf cart as necessary.

Incident Management:

Ensure all police and incident reports are submitted by the end of each daily shift in the agreed manner.

Call for police and fire departments only in emergency situations such as endangerment to private or public property and individuals.

Communication and Equipment:

Carry and use the City-assigned radio for communications.

The contractor shall be identified by name badge, uniform, and/or high-visibility clothing.

Certifications:

Contractor must possess and provide documentation for the following certifications or training:

- First Aid Certification
- De-escalation Training
- Certificate of Insurance for security responsibilities