

MEMORANDUM OF UNDERSTANDING FOR MARSHALL TRADITIONAL SCHOOL IMPROVEMENT PROJECT

This Memorandum of Understanding (this “Agreement”) is made effective August 11, 2026 (the “Effective Date”) by and between the **City of South Bend, Indiana** a municipal corporation organized and operating under the laws of the State of Indiana, acting by and through its Board of Public Works (“City”) and **the South Bend Community School Corporation** (“SBCSC”).

RECITALS

WHEREAS, the SBCSC is the lawful owner Marshall Traditional School, located at 1433 Byron Drive, South Bend, Indiana 46614 (“Marshall”); and

WHEREAS, pursuant to I.C. 36-9-6-2, the City has supervisory authority over the City streets, alleys, sewers, public grounds, and other City ROW; and

WHEREAS, the City and SBCSC share a mutual desire to improve the infrastructure immediately adjacent to Marshall in the hope that such improvements will increase public safety and enjoyment for the community; and

WHEREAS, pursuant to the terms set forth in this Agreement below, the parties hereto mutually agree that this improvement is in the best interest of the community.

NOW THEREFORE, for and in consideration of the mutual covenants and promises contained herein, the City and SBCSC hereby agree as follows:

TERMS

Section 1. Project. The City shall design, bid and construct an improvement project to the area adjacent to Marshall that shall include:

1. Resurfacing Byron Drive between York Road and Springbrook Drive;
2. Adding a crosswalk for the safe passageway for pedestrians;
3. Replacement of and installation of approximately 1100 feet of new sidewalk and 6 inch curb on Byron Drive;
4. Replacement of and installation of approximately 810 feet of new sidewalk and 6 inch curb on Springbrook Drive; and
5. Removal of the west tennis courts located in Marshall Park.

Collectively, this infrastructure improvement shall hereby be referred to as the (“Project”).

Section 2. Access. To the extent necessary, SBCSC shall grant the City, and its designees, access to Marshall for the purpose of completing any work in furtherance of the Project.

Section 3. Construction Costs. SBCSC shall pay the City \$125,000.00 in order for the City to complete the Project. It is understood that this \$125,000.00 payment from SBCSC to the City is directly related to the cost of sidewalk improvements on Byron Drive. SBCSC shall make this payment to the City no later than April 15th, 2026. The City shall bear the responsibility for all other costs associated with the design, bid, construction, and inspection of the Project.

Section 4. Target Completion date; return of funds for completion failure. The Project shall be completed on or before August 14, 2026 (the Completion Date). If the Project is not substantially completed by the Completion Date, the City shall refund to SBCSC the \$125,000.00 that is paid by SBCSC under Section of the Agreement.

Section 5. Project Bidding. The parties hereto agree that Project will be bid in a manner consistent with Indiana Code and will be subject to any and all City Ordinances.

Section 6. Repair of Collateral Damage. To the extent the City or its Contractors disrupts, changes, modifies, or otherwise damages property belonging to SBCSC as a result of constructing the Project, the City shall repair any such damage, returning the property to its condition prior to the work done on the Project. .

Section 7. Integration; Amendment. This Agreement supersedes all prior negotiations, understandings, and agreements, whether written or oral, concerning the subject matter of this Agreement and constitutes the parties' entire agreement. This Agreement may not be altered except by a written instrument signed by authorized representatives of both parties.

Section 8. Waiver. Neither the failure nor any delay on the part of a party to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or of any right, remedy, power or privilege, nor shall any waiver of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence. No waiver shall be effective unless it is in writing and is signed by the party asserted to have granted such waiver.

Section 9 Severability. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining terms and provisions of this Agreement shall continue in full force and effect unless amended or modified by mutual consent of the parties.

Section 10. Counterparts; Signatures. This Agreement may be separately executed in counterparts by the Parties, and the same, when taken together, will be regarded as one original Agreement. Electronically transmitted signatures will be regarded as original signatures.

Section 11. Authority. Each undersigned person signing on behalf of his or her respective party certifies that he or she is duly authorized to bind his or her respective party to the terms of this Agreement.

Section 12. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Indiana.

IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives, have caused this Agreement to be executed as of the day and year first written above. The parties have read and understand the foregoing terms of this Agreement and do, by their respective signatures hereby agree to its terms.

**SOUTH BEND COMMUNITY SCHOOL
CORPORATION**

Chris Lee

Kate Lee

Murray L. Miller

ATTEST:

Kate Lee

Board Clerk

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

Elizabeth A. Maradik, President

J R M

Joseph R. Molnar, Vice President

Murray L. Miller

Murray L. Miller, Member

Breana M. Micou

Breana M. Micou, Member

Abigail E. Magas, P.E.

Abigail E. Magas, Member

Attest:

Hillary R. Horvath

Hillary R. Horvath, Clerk

Date: August 11, 2026
