

MEMORANDUM OF UNDERSTANDING REGARDING COVID-19 COORDINATION

This Memorandum of Understanding ("MOU") is entered into this ^{2nd} day of April , 2020, by and among St. Joseph County, Indiana, through its Board of Commissioners (the "County") and the City of South Bend, through its Mayor ("South Bend"), and Jeffrey L. Rea ("Jeff Rea").

WHEREAS, Governor Eric Holcomb has declared a public health disaster emergency in Executive Order 20-02; and

WHEREAS, the County and South Bend are both engaged in local efforts to combat the current COVID-19 outbreak; and

WHEREAS, private entities located in the County and South Bend are also engaged in such efforts; and

WHEREAS, the County and South Bend have determined in order to coordinate their efforts toward combatting the COVID-19 outbreak, and in order to maximize coordination among the County and South Bend and such private entities and to avoid duplicating private efforts for the same, it is desirable to designate a coordinator, single point of contact and facilitator of communications for sharing the efforts of the County and South Bend.

NOW, THEREFORE, the County and South Bend hereby agree as follows:

1. The County and South Bend hereby designate Jeff Rea, the president and chief executive officer of the South Bend Regional Chamber of Commerce, as the primary facilitator of communications, coordinator and point of contact for the parties in their efforts to combat the COVID-19 outbreak (the "COVID-19 Response Coordinator").

2. The COVID-19 Response Coordinator shall have the following responsibilities:

(a) Work with the County and South Bend in coordinating their efforts toward combatting the COVID-19 outbreak;

(b) Represent the parties at Unified Command currently established within the County Health Department for this emergency;

(c) Provide a daily briefing to the President of the Board of Commissioners of the County and the Mayor of South Bend, or their designees, regarding each of the parties' efforts as well as any such efforts by private entities within the County and South Bend;

(d) Issue statements to the press regarding these efforts upon authorization by all parties to do so when appropriate; and

(e) Be the primary point of contact for inquiries regarding these efforts.

3. The COVID-19 Response Coordinator is not receiving compensation from the County or South Bend for his services under this MOU. The COVID-19 Response Coordinator

is employed by the South Bend Regional Chamber of Commerce and does not become the employee of any other party pursuant to this MOU. Any payment to the COVID-19 Response Coordinator for services relating to this MOU will come from his employer and not any other party to this MOU.

4. This MOU is solely for the benefit of the parties hereto and gives no right to any other party.

5. This MOU shall be interpreted in accordance with the laws of the State of Indiana in effect on the date of execution of this MOU. The Circuit or Superior Courts of St. Joseph County, Indiana shall have exclusive jurisdiction and venue over any legal action arising under this MOU.

6. All parties agree by signing this MOU that they have the necessary authority to enter into this MOU.

7. This MOU may be terminated at any time by written notice from any party to the other parties.

8. Any notice required or otherwise given pursuant to this MOU shall be in writing and mailed certified return receipt requested, postage prepaid, delivered by overnight delivery service, delivered personally, or emailed with a read receipt request to:

- a. If to County: St. Joseph County Board of Commissioners
Attn: President
227 W. Jefferson Blvd., 7th Floor
South Bend, Indiana 46601

Email address: AKostielney@sjcindiana.com
- b. If to South Bend: Mayor of South Bend
227 W. Jefferson Blvd., Suite 1400 S
South Bend, Indiana 46601

Email address: JMueller@southbendin.gov
- c. If to COVID-19 Response Coordinator: Jeff Rea
President/CEO, South Bend Regional Chamber of
Commerce
101 N. Michigan St., Suite 300
South Bend, Indiana 46601
Email address: JRea@sbrchamber.com

9. The failure of any party hereto at any time or from time to time to require performance of another party's obligation under this MOU shall in no manner affect the right to enforce any provision of this MOU at a subsequent time, and the waiver of any rights arising out of any breach shall not be construed as a waiver of any rights arising out of any subsequent breach.

10. If any one or more of the provisions of this MOU shall be held invalid or unenforceable, the validity and enforceability of all other provisions of this MOU shall not be affected.

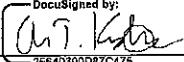
11. This MOU is the complete agreement among St. Joseph County, Indiana, the City of South Bend and Jeff Rea, president and chief executive officer of the South Bend Regional Chamber of Commerce, and supersedes all prior agreements, arrangements and understandings with respect to the transactions provided for herein. No representation, promise, inducement, or statement of intention has been made by or on behalf of any party hereto that is not set forth in this MOU. This MOU may be amended only by written agreement signed by each of the parties involved.


IN WITNESS WHEREOF, the parties through their duly authorized representatives enter into this MOU.

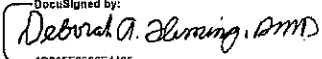
ST. JOSEPH COUNTY, INDIANA

CITY OF SOUTH BEND

The St. Joseph County Board of Commissioners

DocuSigned by:

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Andrew Kostielney, President

DocuSigned by:

1FFA807D7E0F424
James Mueller, Mayor

DocuSigned by:

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Deborah A. Fleming, D.M.D.
Vice President


Dave Thomas, Member

CONTACT PERSON

DocuSigned by:

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Jeffrey L. Rea