

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SOUTH BEND  
DEPARTMENT OF VENUES PARKS & ARTS AND LOGAN Community Resources, Inc.**

THIS AGREEMENT is made and executed between the City of South Bend, Indiana, a municipal corporation existing under the laws of the State of Indiana ("City") Department of Venues Parks and Arts ("VPA"), acting through its Board of Park Commissioners ("Board"), and LOGAN Community Resources, Inc., a not-for-profit corporation ("LOGAN"), organized under the laws of the State of Indiana and having its offices located at 2505 E. Jefferson Blvd., South bend, Indiana 46615.

**WHEREAS**, the City wishes to support programing for the special needs population of the community; and

**WHEREAS**, LOGAN exists for the purpose of supporting people with intellectual and developmental disabilities so they, and their families, may achieve their desired quality of life; and

**WHEREAS**, the City has a long-standing partnership with LOGAN to support its programing for the special needs population of the community.

**NOW, THEREFORE**, VPA and LOGAN do hereby mutually agree as follows:

**I. VPA FINANCIAL CONTRIBUTION**

VPA will provide LOGAN a total sum of \$2,000.00 annually to support its programming for the special needs community. Payment shall be made to the Logan no later than January 30 of each year during the duration of this Agreement.

**II. CONSIDERATION**

In consideration of the \$2,000.00 yearly contribution from VPA, LOGAN agrees to use the funds to pay for a LOGAN employee's time to work events that serve the community. LOGAN further agrees to send its financial reports regarding said funds and program participation numbers, prior to December 1 each year, to the VPA Executive Director or its designee. Further, LOGAN shall provide a capable representative to answer any questions regarding said financial reports during meetings of the Board of Park Commissioners.

**III. TERM OF AGREEMENT**

This Agreement shall be renewed annually by January 1 of each calendar year after written confirmation from VPA. This Agreement shall automatically terminate, without further action, when LOGAN ceases to be in existence or established for the above-mentioned purposes or loses its 501(c)(3) status. Additionally, this Agreement can be terminated by either party, with or without cause, after thirty (30) days written notice to the other party.

**IV. ASSIGNMENT**

LOGAN or its individual members may not assign the rights granted in the Agreement without first obtaining written consent from VPA.

**V. ILLEGALITY**

If any provision of this Agreement is found by any court of competent jurisdiction to be illegal, invalid, or unenforceable, the remainder of this Agreement will not be affected thereby, and in lieu of any

provision that is found to be illegal, invalid, or unenforceable, there will be added as part of this Agreement a provision as similar to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

#### **VI. NON DISCRIMINATION**

The City and VPA are committed to ensuring equality of opportunity and does not exclude, deny the benefit of, or otherwise subject any person to discrimination in any City program, service or activity on the basis of race, color, sexual orientation, national origin, sex, age or disability. LOGAN agrees to comply with and to act consistently with this policy in the performance of LOGAN's duties.

#### **VII. ENTIRE AGREEMENT**

This document contains all of the Agreements between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement shall not be amended or modified except by written instrument signed by both parties.


#### **VIII. LAW GOVERNING AGREEMENT**

This Agreement shall be governed by the laws of the State of Indiana and venue shall be in St. Joseph County, 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.

(Remainder of page intentionally left blank)

**LOGAN COMMUNITY RESOURCES, INC.  
OF SOUTH BEND, INDIANA**

  
Signature


Matthew Harrington, President & CEO  
Printed Name and Title


2505 E. Jefferson Blvd  
Street Address

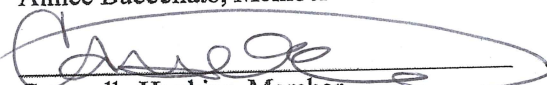
P.O. Box 1049  
P.O. Box

South Bend, IN 46615  
City, State Zip


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

  
Mark Neal, President

  
Aimee Buccellato, Member

  
Consuella Hopkins, Member

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Dan Farrell, Member

ATTEST:  
  
Eva Ennis, Clerk

I hereby certify that the above is a true and correct copy of the original as the same appears in the records of the  
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