

RIGHT OF ENTRY PERMIT AND
MEMORANDUM OF UNDERSTANDING

This Right of Entry Permit and Memorandum of Understanding (the "Agreement") is entered into this 11th day of October, 2021, by and between the St. Joseph County Board of Commissioners (the "County") and the City of South Bend, Indiana (the "Owner").

WHEREAS, the County has been allocated certain funds pursuant to Section 501(a) of Division N of the Consolidated Appropriations Act, 2021, Public Law No. 116-260 dated December 27, 2020 and Section 3201 of the American Rescue Plan Act, P.L. 117-2 (the "Enabling Legislation") for rental and utility assistance for St. Joseph County residents; and

WHEREAS, St. Joseph County has established an Emergency Rental Assistance Program (the "Program") under the Enabling Legislation, which involves both County personnel as well as subrecipient assistance organizations who have entered into agreements with the County regarding Program assistance operations (the "Subrecipients"); and

WHEREAS, the Owner has agreed to provide a location for a Program outreach and walk-in application site for the Program, as well as electric power, wi-fi, furniture (specifically tables and chairs), restrooms, and hallway access for overflow; and

WHEREAS, this Agreement serves to memorialize this agreement.

NOW, THEREFORE, the parties hereby agree as follows:

1. The Owner hereby grants to the County and the Subrecipients and their employees, contractors and agents, the right to enter upon, over and across its property, commonly known as the Charles Black Community Center, located at 3419 W. Washington St., South Bend, Indiana 46619, specifically in the Flex Room (the "Premises"), for the purpose of operating a walk-in application site for the Program.
2. This right-of-entry shall remain in full force until 8 p.m. on October 13, 2021.
3. The County and the Subrecipients, their contractors, agents, and employees, shall have the right to enter upon the Premises for the sole purpose of operating a Program outreach site and walk-in application site for the Program. It is understood that the right to enter upon the Premises shall be at the sole risk of the County, its employees, contractors, and agents, and that all work and activities carried out by the County and the Subrecipients as its agent, its employees, contractors, and agents, shall be performed in a safe manner with such care and diligence as is necessary to avoid injury (including death) to persons, or damage to property.

As additional consideration for the grant of this right-of-entry, the County agrees to indemnify, hold harmless and defend the Owner from and against any and all actions or causes of action, claims, demands, liabilities, loss, damage, or expense of whatsoever kind and nature, including attorneys' fees, which the Owner may suffer or incur by reason of property damage, bodily injury, including death, to any person or persons, arising out of or in any manner connected with the exercise of the rights herein granted, or which the Owner may sustain or

incur in connection with any litigation, investigation or other expenditures incident thereto, including any suit instituted to enforce the obligations of this agreement of indemnity, due in whole or in part to any act, omission, or negligence of the County, the Subrecipients on the Premises for purposes of the ERA Program, or any of their employees, contractors, or agents.

In the event any property damage or injury, due solely to the negligence of the Owner or its employees, contractors, or agents, then and only then shall the County not be liable under the provisions of this paragraph.

4. County shall maintain at all times during the term of this Agreement, at County's sole cost, a policy or policies of comprehensive general liability coverage on an occurrence basis from an insurance company licensed with the State of Indiana or other insurer approved by Owner with at least One Million Dollars (\$1,000,000.00) single limit coverage on all risks. Such policy or policies shall provide that the coverage afforded thereunder shall not be canceled, terminated or materially changed until at least thirty (30) days written notice has been given to the Owner. County shall furnish the Owner with a Certificate of Insurance evidencing insurance in force as required herein prior to use of the Premises.

5. The County shall repair any damage to the Premises, including but not limited to, all Owner lands, roads, property, buildings or fences, which may result from the County's and its Subrecipients' utilization of this right-of-entry.

6. The County and the Subrecipients shall comply with all state, federal and local laws and regulations applicable to the Program, including all environmental and health and safety laws, regulations and guidance, including but not limited to, CDC guidance to minimize exposure to and spread of the COVID-19 virus. This right-of-entry is hereby made subject to all easements and rights-of-way heretofore granted and to all covenants, conditions, and restrictions of record, and to such state of facts as an accurate survey or examination of the Premises may disclose.

7. All the labor to be performed and equipment to be furnished in the operations pursuant hereto shall not be the expense of the Owner.

8. The County's and Subrecipients' utilization of its right-of-entry shall be according to the following schedule: October 12, 2021 from 8:00 a.m. to 8:00 p.m., and, if needed, October 13, 2021 from 8:00 a.m. to 8:00 p.m. The rights granted herein shall not be exercised until an executed copy of this agreement is returned to all parties.

9. In addition to the right-of-entry described hereinabove, the Owner agrees to allow the County and the Clinic to hook up any equipment or other items which require electrical power to function which are necessary and/or incident to outreach for and applying for the Program and to utilizing the Premises as a Program outreach and walk-in application site. The Owner will also allow and provide the necessary information for the County's and Subrecipients use of the Owner's wi-fi. The Owner shall also provide tables, chairs, restrooms, and hallway access for overflow.

10. The Owner has another after-school program at the Premises in the big gym area. The County and its Subrecipients are strictly prohibited from the location where the after-school program takes place and from interrupting or interfering in any manner with the after-school program, and the County and its Subrecipients will use their best efforts to prevent Program participants from entering such prohibited areas. The County and its Subrecipients shall be liable for any damages, injuries or claims of any nature resulting from the County's and/or Subrecipients' non-compliance with the restrictions of this section, unless said damage, injury or claim is the result of an after-school program participant/staff member/other associated party leaving the area designated for the after-school program.

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

12. All parties to this Agreement agree that they have the necessary authority to enter into this Agreement.

13. The prevailing party in any action to enforce this Agreement shall be entitled to their reasonable attorney fees.

14. Any notice required or otherwise given pursuant to this Agreement shall be in writing and mailed certified return receipt requested, postage prepaid, delivered by overnight delivery service, or delivered personally to:

a. If to the County: Andrew T. Kostielney
President, St. Joseph County Board of
Commissioners
County-City Building, 7th Floor
227 W. Jefferson Blvd.
South Bend, Indiana 46601

with copy to: Jamie C. Woods
St. Joseph County Attorney
420 Lincolnway West
Mishawaka, Indiana 46544

b. If to the Owner: Cynthia Taylor, Director of
Community Programming
City of South Bend, Indiana
3419 W. Washington St.
South Bend, Indiana 46619

15. The failure of any party hereto at any time or from time to time to require performance of another party's obligation under this Agreement shall in no manner affect the right to enforce any provision of this Agreement 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.

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

17. This Agreement is the complete agreement between the St. Joseph County Board of Commissioners and Charles Black Community Center, 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 Agreement. This Agreement may be amended only by written agreement signed by each of the parties involved.

IN WITNESS WHERE, the County and the Owner through their duly authorized representatives enter into this Agreement.

St. Joseph County Board of Commissioners

City of South Bend, Indiana
Charles Black Community Center

Andrew T. Kostielney, President

Cynthia Taylor

By: _____

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

Printed: Cynthia Taylor

Its: Director of Community Programming

Derek Dieter, Member

Signature: Cynthia Taylor
Cynthia Taylor (Oct 11, 2021 10:14 EDT)

Email: ctaylor@southbendin.gov

City of South Bend, Indiana
Board of Park Commissioners

Mark Neal, President
Consuela Hopkins, Vice President
Aimee Buccellato, Member

Dan Farrell, Member

ATTEST:
Eva Ennis, Clerk
Amy Roush






Charles Black Community Center Right of Entry Permit 10-11-2021 Clean_Final

Final Audit Report

2021-10-11

Created:	2021-10-11
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"Charles Black Community Center Right of Entry Permit 10-11-2021 Clean_Final" History

-  Document created by Legal-Clara McDaniels (cmcdanie@southbendin.gov)
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-  Document emailed to Cynthia Taylor (ctaylor@southbendin.gov) for signature
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-  Email viewed by Cynthia Taylor (ctaylor@southbendin.gov)
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-  Document e-signed by Cynthia Taylor (ctaylor@southbendin.gov)
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