

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF SOUTH BEND, INDIANA, AND
THE INDIANA PARENTING INSTITUTE OF ST. JOSEPH COUNTY**

This Memorandum of Understanding (this “Agreement”) is entered into this 15th day of April, 2024 by and between the City of South Bend, Indiana, acting by and through the Board of Parks Commissioners (together, the “City”), and The Indiana Parenting Institute of St. Joseph County, (“IPI”), (collectively referred to as the “Parties.”) made effective

WHEREAS, Pursuant to I.C. 36-10-4, the City’s Board of Park Commissioners has supervisory authority over the City’s park property; and

WHEREAS, the O’Brien Center (“O’Brien”) is the City’s park property and is a facility owned, operated and maintained by Venues Parks & Arts (“VPA”); and

WHEREAS, IPI is a local organization dedicated to educating young members of the community; and

WHEREAS, the Parties hereto desire to execute this Agreement in order to provide and document sufficient support so that IPI can further its goals and initiatives to better serve the local community.

NOW, THEREFORE, the City and IPI do hereby mutually agree as follows:

I. RESPONSIBILITIES OF THE CITY

The City hereby agrees to provide IPI funding in an amount not to exceed Twenty-Five Thousand and 00/100 (\$25,000.00) within thirty (30) days of executing this Agreement. In addition to this funding commitment, the City shall provide IPI with two (2) offices, two (2) desk phones, storage space for multiple filing cabinets and access to City sponsored public network SouthBend_Open_Wifi (“WIFI”) at O’Brien for a period beginning April 15th, 2024, and ending March 31, 2025. It is understood that the City, or any of its employees or designees shall in no way be responsible for providing network security to IPI for its use of WIFI. VPA shall provide basic cleaning services for the lease office spaced in manner consistent with the cleaning which occurs throughout O’Brien.

II. RESPONSIBILITIES OF IPI

- a) Shall make rental payments to the City on a monthly basis, no later than the last business day of each month in the amount of \$500.00 for its use of office space at O’Brien.

- b) Representatives, employees, and guests of IPI shall abide by the rules governing the use of O'Brien.
- c) Shall develop and implement community programming as set forth in the proposal attached and incorporated hereto at Exhibit A.
- d) Shall provide the City, or its designee, access to the leased offices for the purposes of routine cleaning.
- e) Shall not represent itself as employees of the City, VPA or the O'Brien Center at any time.
- f) Shall abide by all applicable local, state and federal laws and regulations, including but not limited to Indiana Code 22-9-1-10 (non-discrimination), Indiana Code 5-2-16.5 (disqualifications for dealings with the government of Iran), and Indiana Code 22-5-1.7 (requiring e-verify for any new employees and prohibiting employment of unauthorized aliens).
- g) Shall provide and maintain a drug-free workplace.

III. NOTICE

All written notifications required hereunder must be sent via certified mail or overnight carrier to the addresses designated below:

IPI:

Indiana Parenting Institute of St. Joseph County
 424 S. Michigan Street, #1934
 South Bend, Indiana 46601

The City:

City of South Bend - Chief Community Officer
 227 West Jefferson Boulevard
 14th Floor
 Attn: Maurice Scott
 South Bend, Indiana 46601

With a copy to:

Corporation Counsel
 227 West Jefferson Boulevard

12th Floor
South Bend, Indiana 46601

IV. MISCELLANEOUS

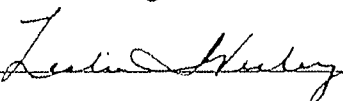
- a) Both Parties, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint venturers or associates of one another. The employee(s) or agent(s) of one Party shall not be deemed or construed to be the employee(s) or agent(s) of the other Party for any purpose whatsoever. Neither Party will assume liability for any injury (including death) to any person(s), or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other Party.
- b) IPI is solely responsible for compliance with federal, state and local laws and regulations relating to taxes and social security payments that may be required to be made in connection with the compensation provided under this Agreement. The City, however, may file informational returns with the United States Internal Revenue Service or similar state agency regarding payment made to Provider in accordance with this Agreement under conditions imposed by federal, state or local laws applicable to such payment. The City shall provide IRS Form 1099, if applicable. The Parties will coordinate public communication concerning the project contemplated under this Agreement. To the extent possible, each party shall provide notice and advance copy of press releases or public statements to the public relations office of the other parties in advance of public release.
- c) IPI hereby agrees to defend, indemnify, and hold harmless the City, its officials, members, employees, and agents from any and all claims of any nature which arise from the performance by IPI under this Agreement and from all costs and attorney fees in connection therewith, excepting for claims pertaining to this Agreement that arise out of the negligence or intentional acts of the City, its officials, members, employees, and agents. The obligations of the Parties under this Section shall survive the termination of this Agreement.
- d) This Agreement may be modified only by the written mutual consent of the authorized representative of the parties.
- e) This Agreement shall be construed and governed according to the laws of the State of Indiana, and any disputes arising hereunder that cannot be resolved amicably as

set forth herein shall be resolved exclusively in the State or Federal Courts seated in St. Joseph County, Indiana.

- f) In the event of any litigation, mediation, or arbitration among the Parties regarding an alleged breach of this Agreement, neither shall be entitled to any award of attorney's fees.
- g) Each undersigned person executing and delivering this Agreement on behalf of a party represents and certifies that he or she is the duly authorized officer or representative of such party, that he or she has been fully empowered to execute and deliver this Agreement on behalf of such party, and that all necessary action to execute and deliver this Agreement has been taken by such party.
- h) Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon any person, firm, or corporation other than the Parties hereto and their respective successors or assigns, any remedy or claim under or by reason of this Agreement or any term, covenant, or condition hereof, as third-party beneficiaries or otherwise, and all of the terms, covenants, and conditions hereof shall be for the sole and exclusive benefit of the parties herein.
- i) This document contains all of the agreements between the Parties and supersedes all prior negotiations, representations, or agreements, either written or oral.
- j) 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.
- k) This Agreement may be executed in counterparts, all of which shall be deemed originals.
- l) Parties may not assign rights or obligations under this Agreement to any third party without obtaining the prior written consent of all parties to such assignment, which may be given or withheld in their sole discretion.


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.

Indiana Parenting Institute of St. Joseph County

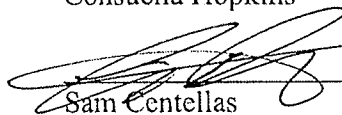
By: 

Date: April 12, 2024

Board of Parks Commissioners

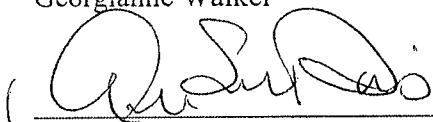

Mark Neal

Consuella Hopkins


Sam Centellas

Georgianne Walker

Georgianne Walker


Anastasia Smith-Davis
Clerk

Date: April 15, 2024

EXHIBIT A

Description of Services Provided

