

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SOUTH BEND
VENUES PARKS & ARTS DEPARTMENT AND SAINT JOSEPH HEALTH SYSTEM**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made effective February 18, 2019, by and between the City of South Bend, Indiana, acting by and through its Board of Park Commissioners (the "City"), and Saint Joseph Health System, a not-for-profit, multi-hospital health system located at 5215 Holy Cross Parkway, Mishawaka, Indiana 46545 ("SJHS")(individually, a "Party" and collectively, "Parties").

WHEREAS, the City owns Pinhook Park located at 2801 Riverside Drive, South Bend, Indiana 46616, within which is a Pinhook Park Pavilion (the "Pavilion"); and

WHEREAS, SJHS would like to periodically use the Pavilion to host a diabetes prevention program, the Health in Action Lifestyle change program to educate participants about lifestyle changes that have been proven to lower the risk of developing diabetes; and

WHEREAS, the City has determined that the SJHS goal to educate the public about diabetes prevention is a mutually beneficial goal.

NOW, THEREFORE, in consideration of the mutual covenants and promises in this MOU and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and SJHS do hereby agree as follows:

1. The duration of the use of the Pavilion by SJHS shall be for a period of one year, commencing on February 20, 2019, and terminating upon Program conclusion; however, in no case shall use of the Pavilion by SJHS occur beyond February 19, 2020. This MOU may be extended for an additional one (1) year term, upon mutual written agreement of the Parties. Either Party may terminate this MOU for convenience by providing the other Party with 30 days prior written notice.
2. The Program meeting time shall be 2:00 p.m. – 3:30 p.m. on the following dates:

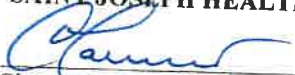
March	6	13	20	27	
April	3	10	17	22 (not a Wed)	
May	1	8	15	22	29
June	5	12	19	26	
July	17	31			
August	14	28			
September	11	25			
October	9	23			
November	6				
December	4				
January	8				
February	19				

3. SJHS agrees to provide all staff and materials for the Program, including but not limited to, the lifestyle coach, Program curriculum and documentation, marketing materials, participant incentives and giveaways (Program completion Fitbit).

4. SJHS shall be responsible for the set-up and take down of tables and chairs for each Program session and for ensuring the Pavilion building is locked after each class.
5. SJHS agrees to indemnify, defend, and hold harmless the City against and from all losses, liabilities, costs, damages, and expenses, including attorney's fees, which may be incurred by or asserted against the City by reason of or in respect to SJHS' use of the Pavilion.
6. SJHS agrees to reimburse the City for any damages to the Pavilion occurring during the time of their use of the building, ordinary wear and tear excepted; and represents that it shall only use the Pavilion for the program described herein.
7. This MOU embodies the entire agreement between the Parties and supersedes all prior discussions, understandings, or agreements between the Parties with regard to this subject matter. There are no oral or written representations made by either Party, express or implied, other than those contained in this MOU.
8. This MOU shall be interpreted and enforced according to the laws of the State of Indiana.

[Signatures on Following Page]

SAINT JOSEPH HEALTH SYSTEM



Signature

Chad W. Towner

Printed Name and Title

Street Address

P.O. Box

City, State Zip

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

Mark Neal, President

Consuella Hopkins, Vice President

Aimee Buccellato, Member

Dan Farrell, Member

ATTEST:

Eva Ennis, Clerk

