

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SOUTH BEND
DEPARTMENT OF VENUES PARKS & ARTS AND YMCA OF MICHIANA**

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 YMCA of Michiana, Inc., a **not-for-profit corporation** (“YMCA”), organized under the laws of the State of **Indiana** and having its offices located at 1201 Northside Boulevard, South Bend, IN 46615.

WHEREAS, the City wishes to support programing for the youth population of the community; and

WHEREAS, YMCA exists for the purpose promoting youth development, healthy living, and social responsibility; and

WHEREAS, the City is the owner of the property located at 2801 Riverside Drive, South Bend, IN 46616, Pinhook Park (“the Facility”); and

WHEREAS, YMCA desires to use the space at Pinhook Park for its Y-Rock program;

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

I. 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 YMCA 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.

II. CONSIDERATION AND CONTRIBUTIONS BY THE PARTIES

- (a) Consideration: VPA will allow YMCA to use the Facility, free of charge, for all Y-Rock Program sessions and will also allow storage of necessary equipment during the duration of each Y-Rock session. In consideration of VPA’s Facility use contribution, YMCA will share 20% of its revenue from the Y-Rock Program with the City.
- (b) Additional Contribution from VPA:
 - 1. VPA will include on its website a webpage link to YMCA Michiana’s Y-Rock Program for the duration of this Agreement.
- (c) Additional Contributions from YMCA:
 - 1. YMCA will make available to VPA the demographic data of participants in the Y-Rock Program including participants’ age, gender, race, and zip code
 - 2. YMCA will include VPA’s webpage link to other programing in any emails it sends to Y-Rock Program participants.
 - 3. YMCA will include VPA’s webpage link to other programing on the portion of its website that includes information for its Y-Rock Program.

4. YMCA will include VPA's Spark Magazine and Information Guide in its Y-Rock Program welcome packet.
5. YMCA's flyer for the Y-Rock Program will include references to VPA; specifically, on the front page of the flyer, the VPA logo will be included, while on the back page of the flyer, the words "in partnership with South Bend Venues Parks & Arts" will be included.

III. RESPONSIBILITIES OF VPA

- (a) VPA shall work together with YMCA to develop a schedule of dates and times for use of the Facility for the purpose of the Y-Rock Program.
- (b) VPA shall be responsible for the removal of trash and debris located in the trash receptacles and dumpster located at the Facility as customary and necessary.
- (c) VPA shall be responsible for the cost of electricity usage at the Facility, including lighting of the Facility parking lot.
- (d) VPA shall be responsible for and promptly repair and damage that is not caused by YMCA's use of the Facility.

IV. RESPONSIBILITIES OF YMCA

- (a) YMCA shall work together with VPA to develop a schedule of dates and times for use of the Facility for the purpose of the Y-Rock Program.
- (b) YMCA shall provide staffing and supervision for the Y-Rock Program.
- (c) YMCA shall handle registration of participants for the Y-Rock Program.
- (d) YMCA shall provide all marketing and supply needs for the Y-Rock Program.
- (e) YMCA understands and agrees that the Facility is to be used only for the purpose of conducting the Y-Rock Program and for no other purpose without the prior written consent of VPA.
- (f) YMCA shall be responsible for any special preparation of the Facility prior to scheduled YMCA uses of the Facility, and shall restore and repair any damaged caused by YMCA to the Facility following each use, normal wear and tear excepted.
- (g) YMCA shall remove all trash and debris after each use and place all trash and debris in Facility trash receptacles or dumpsters.
- (h) YMCA agrees to obey all rules and regulations of the Facility and all applicable local, state and federal laws and regulations.

(V) ASSIGNMENT

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

(VI) 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.

(VII) 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. YMCA agrees to comply with and to act consistently with this policy in the performance of YMCA's duties.

(VIII) 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.

(IX) 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)

YMCA OF MICHIANA, INC.

Signature

Printed Name and Title

Street Address

P.O. Box

City, State Zip

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

Mark Neal, President

Aimee Buccellato, Member

Consuella Hopkins, Member

Dan Farrell, Member

ATTEST:

Eva Ennis, Clerk