

MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT is made and executed between the City of South Bend, Indiana, and its Venues Parks and Arts Department (hereinafter, “the City”), acting through its Board of Park Commissioners, and the YMCA of Greater Michiana, Inc., a Michigan nonprofit corporation, with corporate offices at 905 North Front St, Niles, MI 49120 (“YMCA”) (each a “Party” and collectively the “Parties”).

WHEREAS, the City desires to provide athletic, basketball programming for the youth population of the community; and

WHEREAS, the YMCA desires to provide athletic, basketball programming for the youth population of the community; and

WHEREAS, the City is the owner of the properties located at 312 E. Walter St., South Bend, IN 46614, commonly known as O’Brien Center (“O’Brien”) and 3419 W Washington St., South Bend, IN 46619, commonly known as the Charles Black Center (“Charles Black Center”).

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree to establish the terms and conditions under which to enter into a partnership to jointly run the South Bend Youth Basketball League subject to the following terms and conditions:

I. TERM

This term of this Agreement shall commence on January 1, 2022 and continue until April 1, 2022. This Agreement may be extended for an agreed upon number of successive terms by mutual written agreement of the Parties.

If either Party fails to keep, observe or perform any material term or provision of this Agreement, and such failure should be considered a Default. If such Default shall continue for a period of thirty (30) days after written notice of breach is given, the non-breaching Party may, in addition to any other remedy available to it in law or equity, terminate this Agreement by providing written notice to the non-breaching Party. The termination shall be effective ten (10) days from the date of notice of termination.

II. GENERAL TERMS

- a) **League Details:** The league is to be comprised of two “program tracks”, a Kindergarten-2nd grade programming track and a 3rd-6th grade programming track. Gameplay for the Kindergarten-2nd grade programming track will commence on February 26th and run for four (4) weeks through March 26th. Gameplay for the 3rd-6th grade programming track will commence on February 12th and run for six (6) weeks through March 26th.
- b) **Branding:** Both Parties agree to represent the league visually using the logo marks, and various color variation thereof, presented in Exhibit “A”. In written form, the league is to be referred to as the “South Bend Youth Basketball League” or “South Bend YBL” for short. In addition, both Parties’ organizational logos, as presented in Exhibit “B” (and various color variations thereof) are to be displayed on all informational and marketing materials.

- c) Registration: Both Parties will each select a respective programming track (outlined in Sections III and IV of this Agreement) to manage registration for, and each Party maintains the right to select a preferred registration software of their choosing to utilize. Both Parties agree, however, to include registration information and links for both program tracks on all websites and marketing materials they produce.
- d) Facility Usage Schedule Throughout the term of this Agreement, the YMCA will utilize the O'Brien Center on Saturdays to facilitate team practices and games. The City will utilize the Charles Black Center on Fridays for team practices and on Saturdays for games. Both Parties will work together to develop a schedule of dates and times for additional team practice sessions at O'Brien on weekdays.
- e) Fees: Both Parties agree to fees for participation in the different program tracks as outlined in Exhibit "C".
- f) Revenue Sharing: Each Party shall be entitled to receive all revenues generated through the program track they are managing (outlined in sections III and IV of this Agreement).
- g) Expense Sharing: Each Party will be responsible for covering all expenses associated with their programming track. YMCA will cover t-shirt/jersey expenses for the entire league. The City will assume expenses related to O'Brien and Charles Black Center utilities, cleaning, and repair.
- h) Insurance: Both parties shall have in place, at all times during the term of this Agreement, insurance coverage, including commercial general liability coverage in the minimum amount of \$1,000,000 per occurrence or \$2,000,000 in the aggregate; workers compensation coverage for their employees engaged in activities at O'Brien and the Charles Black Center during use; auto liability insurance coverage; and fire, casualty and property damage insurance coverage. Coverage under all such policies shall name the City of South Bend, Indiana as an additional insured party and a certificate evidencing such coverage shall be provided to the City, upon request.

III. RESPONSIBILITIES OF YMCA

- a) YMCA will operate and manage the Kindergarten through 2nd grade programming track of the South Bend Youth Basketball league by assuming responsibility for managing registrations, assigning team rosters, creating practice and game schedules, recruiting and assigning coaches, recruiting sponsors, general marketing and promotion, and on-site operations of the league.
- b) YMCA shall be responsible for any YMCA desired special preparation of O'Brien prior to scheduled YMCA use and shall restore O'Brien following each use; and repair any damaged caused by YMCA during its use, normal wear and tear excepted.
- c) YMCA agrees to obey all rules and regulations of O'Brien and all applicable local, state and federal laws and regulations.

IV. RESPONSIBILITIES OF THE CITY

- a) The City will operate and manage the 3rd grade through 6th grade programming track of the South Bend Youth Basketball league by assuming responsibility for managing registrations, assigning team rosters, creating practice and game schedules, recruiting and assigning coaches, recruiting sponsors, and general marketing and promotion, and on-site operations of the league.
- b) The City shall remove all trash and debris after each use and place all trash and debris in O'Brien and Charles Black Center trash receptacles or dumpsters.
- c) The City shall be responsible for the removal of trash and debris located in the trash receptacles and dumpster located at O'Brien and the Charles Black Center as customary and necessary.
- d) The City shall be responsible for the cost of electricity usage at O'Brien and the Charles Black Center, including lighting of the parking lots.
- e) The City shall be responsible for and promptly repair and damage that is not caused by YMCA's use of the Facility.

V. ASSIGNMENT

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

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. INDEMNIFICATION

YMCA agrees and undertakes to indemnify and hold the City and its respective agents, employees, successors, and assigns, harmless from any liability, loss, costs, damages or expenses, including attorneys' fees, which the City may suffer or incur as a result of any claims or actions related to the activities performed or supervised by YMCA under this Agreement. If any such action is brought against the City or its respective agents, employees, successors, or assigns, in connection with this Agreement, YMCA agrees to defend such action or proceedings at its own expense and to pay any judgment rendered therein. The City, however, shall indemnify and hold harmless YMCA, its respective agents, employees, successors, and assigns from any liability, loss, costs, damages or expenses, including attorneys' fees, arising out of or resulting from the negligent acts

or misconduct of the City, its employees, elected or appointed officials, contractors or other lawful representatives and agents, in connection with this Agreement.

VIII. ENTIRE AGREEMENT

This document contains all of the agreements between the parties regarding YMCA's use of the Facilities 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 GREATER 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

EXHIBIT A
Youth Basketball League Approved Logos



Logo w/ partner branding

logo w/o partner branding

EXHIBIT B
Joint organizational logos



EXHIBIT C
Fee Schedule

K-2nd grade program track

- early registration: \$50
- Late Registration \$60
- \$15 discount for YMCA members or eligible financial assistance

3-6th grade program track

- early registration: \$55
- late registration: \$70/
- \$15 discount for YMCA members or those eligible for financial assistance