

OUTDOOR ACTIVITIES COMPLEX PARTNERSHIP at the YMCA
MEMORANDUM OF UNDERSTANDING

1. This Agreement is entered into this day, **April 1, 2024** by and between the Itasca County Family YMCA (hereafter “YMCA”), the City of Grand Rapids (hereafter “City”), the Itasca County Pickleball Association (hereafter “ICPA”) and the Grand Rapids Area Basketball Association, (hereafter “GRABA”), collectively known as the “Partners.”
2. WHEREAS, the above organizations have formed an Outdoor Activities Complex Partnership (hereafter “Partnership”) to operate and manage the Outdoor Activities Complex at the YMCA (hereafter the “ODAC”); and
3. WHEREAS this Agreement shall not be interpreted or construed to create an association, joint venture, or legal partnership between the Partners or to impose any partnership obligation or partnership liability upon any Partner. No Partner shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of or to act as or be an agent or representative of, or to otherwise bind another Partner; and
4. WHEREAS, the ODAC consists of a regulation basketball court, three foursquare courts, a skating rink and **ten six** pickleball courts (~~four additional pickleball courts are scheduled to be built in the spring of 2022~~) constructed on the YMCA property; and
5. WHEREAS, the City and the YMCA have a separate agreement as to the operation, management, programming, maintenance, staffing, operational expenses and capital expenditures of the skating rink, these responsibilities will not be addressed within this MOU; and
6. WHEREAS, the Partners are committed to the values of caring, honesty, respect, responsibility and faith and the mission to “strengthen ourselves, families and communities by promoting growth in spirit, mind and body” and to “promote the sports of pickleball and basketball throughout the greater Itasca County area, and to facilitate the use of the ODAC courts and equipment.” The Partners will recommend rules and regulations to be approved by the YMCA for their optimum use and to foster goodwill, sportsmanship, and fellowship among its members. The Partners will strive to provide the best use of the Courts at all skill levels while maintaining the highest degree of participants and sportsmanship; and
7. WHEREAS, the Partners are committed to a leadership style of collaboration, communication, consultation, participation and responsibility; and
8. WHEREAS, the Partners are committed to a holistic approach to wellness, embracing spirit, mind and body for all; and

9. WHEREAS, the Partners are committed to serving all members of our community including men, women, and children of all ages, income, abilities, races, sexual orientation and religions without regard to ability to pay; and
10. WHEREAS, the Partners agree that the YMCA is committed to providing a safe and welcoming environment for all members and guests. To ensure the safety and comfort of all, the YMCA asks individuals to act appropriately at all times when they are in YMCA facilities or participating in YMCA programs. We expect people using the YMCA facilities to behave in a mature, responsible way and to respect the right and dignity of others. The YMCA's Code of Conduct does not permit language or action that can hurt or frighten another person or that falls below a generally accepted standard of conduct; and
11. WHEREAS, the mission of the individual Partners will be better served by entering into this agreement;

THEREFORE, the Partners hereby agree as follows:

1. The Partners will collaboratively operate and manage the ODAC built on the YMCA property at 400 River Road, Grand Rapids, MN 55744.
2. The Partnership shall be governed by an ODAC Advisory Committee (hereafter the "Advisory Committee"). The advisory Committee shall consist of two members from each of the Partners' organizations, and a ninth at-large committee member chosen by the eight Partner members. The eight Partner members shall serve terms as determined by the appointing Partner. The ninth at-large committee member's term shall be three years in length, with the opportunity to serve two consecutive terms. A vacancy in the Advisory Committee shall be filled by the appropriate Partner.
3. The Advisory Committee shall provide for the oversight of the ODAC, approve and enforce rules and regulations for operating the ODAC, and to fulfill their terms of the Agreement.
4. The Advisory Committee shall meet at least quarterly, or as otherwise necessary.
5. The Advisory Committee shall elect by majority vote a chairperson and a secretary. The chairperson shall chair all meetings, be responsible for setting a meeting schedule, prepare a meeting agenda and call special meetings as deemed necessary. The secretary shall keep the minutes of all Advisory Committee meetings, shall issue notices of all meetings, carry out any correspondence necessary for the Advisory Committee and carry out other duties as may be assigned by the chairperson.

6. The Advisory Committee shall utilize Robert's Rules of Order to manage the meetings.
7. Each Partner shall maintain general liability insurance, naming the other Partners as additional insured and provide the Advisory Committee with a certificate of insurance by December 31 of each year.
8. Each party shall be responsible for its own acts and omissions and the results thereof to the extent authorized by law and shall not be responsible for the other party's acts and omissions and the results thereof. The City's liability under this Agreement is governed by the Minnesota Torts Claims Act, Minnesota Statutes Chapter 466, as amended and other applicable laws.
9. This Agreement shall be reviewed in even years by the Advisory Committee, or as requested by a Partner, and the Advisory Committee may recommend changes to the Partners.
10. All parties shall work collaboratively with the YMCA's efforts to collect data and to expand ODAC outreach to low income and underserved populations.
11. The YMCA shall be the fiscal agent of the Partnership and shall provide a staff person to supervise and manage the Partnership's funds.
12. The Advisory Committee shall schedule an annual ODAC spring cleanup and preparation for the summer seasons with volunteers from the Partners' memberships.
13. The City shall assist with up to two (2) cleanup sessions per season by providing equipment and staff to operate the equipment to facilitate clean, safe and attractive courts.
14. Based upon the ~~planned expansion in the spring of 2022 of the pickleball courts,~~ current ~~ratio of~~ square footage, the following is ~~an updated the~~ ratio of ODAC; Pickleball – 66%, basketball – 26% and the foursquare – 8%. ~~Estimated future costs of resurfacing these areas range from \$30,000 to \$40,000.~~ Resurfacing is generally conducted every 5-8 years. Based upon ~~these~~ expected costs, ICPA shall contribute \$3,000 per year ~~(\$1,500 for the year 2022),~~ the City shall contribute \$2,000, and GRABA and the YMCA shall each contribute \$1,000 per year to the ODAC maintenance fund, which is managed by a YMCA staff person, for ongoing and long-term maintenance needs. This will be due by December 31 of each year. If any Partner is unable to pay the annual maintenance fund, discussions of that year's maintenance fees will be held by the Advisory Committee. The YMCA staff person shall provide a written accounting summary for each meeting of the Advisory Committee.

15. Discussion of major and minor maintenance needs will be held annually by the Partners.
16. The YMCA shall be reimbursed for costs and expenses incurred if the ODAC is opened for a special event.
17. When individuals or organizations are hosting activities at the ODAC designed to raise funds for their organization, they will be required to pay a 10% usage fee of their registration fees. These fees will be payable to the Itasca County Family YMCA within one month after the conclusion of the revenue producing event. Revenue producing events would also include those activities where a third party is providing a service and collecting fees.
18. The YMCA, will have the authority to rent the ODAC to third party organizations for limited special events.
19. The YMCA shall provide a staff person for the purpose of scheduling use and events for the ODAC in cooperation with the Advisory Committee.
20. The Partners shall follow all required state and local health and safety requirements. An automated external defibrillator (AED) is available in the hallway just east of the YMCA service desk during business hours. In addition, there is an ICPA maintained AED located in the ~~YMCA~~/ICPA storage shed. YMCA bathrooms and their AED will not be accessible during the times the building is closed.
21. This agreement shall commence on ~~March 15, 2022~~ **April 1, 2024** and shall continue until terminated by written notice from any Partner at least one year in advance of the termination. All funds held in the ODAC maintenance account will remain and the MOU will continue on if any partner terminates from the ODAC Partnership. Should a Partner request to be terminated from the MOU, any funds they have contributed would be forfeited and remain in the maintenance account.
22. In the event the Advisory Committee cannot settle a dispute, the YMCA Executive Committee shall settle the dispute. The YMCA Board at all times has veto power over the decisions made within this Agreement
23. At all times the YMCA has the final authority over the ODAC and its use. All Rules and Regulations passed by the Advisory Committee shall conform to the YMCA Rules and Mission.

24. All users of the ODAC must comply with the Rules and Regulations including but not limited to no use of illegal drugs or alcohol on the property. All activities must be inclusive and non-discriminatory.
25. All publicity regarding the ODAC should display the Partners' logos unless other arrangements have been agreed to by the Partners. No signs or advertisements shall be displayed on the YMCA property except with the consent of the YMCA.
26. Severability. If any part of this agreement shall be held to be unenforceable, the rest of this agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates shown below:

YMCA

By: _____
~~Its~~ ~~Interim~~ Executive Director

Date: _____

By: _____
~~Its~~ **YMCA** Board Chair

Date: _____

City of Grand Rapids

By: _____
~~Its~~ Mayor

Date: _____

By: _____
~~Its~~ **Grand Rapids** City Clerk

Date: _____

Itasca County Pickleball Association

By: _____
~~Its~~ **ICPA** Board Chair

Date: _____

By: _____
~~Its~~ **ICPA** Board Vice-Chair

Date: _____

Grand Rapids Area Basketball Association

By: _____
~~Its~~ **GRABA** Board Chair

Date: _____

By: _____
~~Its~~ **GRABA** Board Secretary

Date: _____