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Noblesville Board of Public Works & Safety

FROM:

Sarah Oakley, Recreation Program Coordinator, Parks Department

SUBJECT:

Board to Consider MOU with Boys & Girls Club for 2025 Bed Race Partnership

DATE:

February 19, 2025

The Noblesville Parks Department is partnering with the Boys & Girls Club to co-host the 2025 Bed Race, a community fundraiser to support summer camp programs for both organizations. The event will take place on May 30, 2025 in downtown Noblesville and provide an exciting opportunity to engage the community while raising funds for a meaningful cause.

The Memorandum of Understanding (MOU) outlines a 50/50 split of proceeds and mutual responsibilities for planning, marketing, volunteer coordination, and sponsorship outreach to ensure the event's success.

We recommend the Board of Public Works approve the MOU with the Boys & Girls Club for the 2025 Bed Race partnership.



Memorandum of Understanding

This document constitutes a Memorandum of Understanding (hereinafter referred to as "MOU") between **Boys & Girls Club of Noblesville** (hereinafter referred to as "BGC"), an Indiana nonprofit corporation, and the City of Noblesville, Indiana, a municipal corporation (hereinafter referred to as "City" or "Noblesville"), is executed pursuant to the terms and conditions set forth herein.

Recitals

Whereas, BGC and the City desire to collaborate on the Bed Race, a community fundraiser, for the benefit of the community and Noblesville Parks summer camp scholarship program;

Whereas, BGC has been in the community since 1951,

Whereas, BGC and the City have effectively collaborated on programming for the community in the past including, but limited to, the Bed Race which began in 2010.

Now therefore, in consideration of the mutual promises contained herein and other considerations, the receipt and sufficiency of which are hereby acknowledged; BGC and the City agree as follows:

- 1. **RECITALS.** The representations set forth in the above recitals are material to the MOU and are hereby incorporated into and made a part of the MOU as if fully set forth in the body of the MOU.
- 2. DUTIES OF BGC. BGC and City shall perform the functions and duties as set forth or described in Exhibit A, attached hereto and made a part of this MOU.

3. TERM AND RENEWAL.

- A. The term of this MOU shall be for one year, beginning on February 1, 2025, and ending on February 1, 2026 unless terminated or modified in accordance with this MOU.
- B. The parties may renew or extend this agreement by mutual agreement.

4. COMPENSATION OF BGC.

A. The balance of funds raised after payment of expenses will be allocated equally, with 50% directed to the Boys & Girls Club of Noblesville and 50% to Noblesville Parks & Recreation, provided that all terms and conditions outlined in this MOU are fully met.

5. TERMINATION FOR CAUSE OR CONVENIENCE.

- A. If BGC becomes insolvent, or if it refuses or fails to perform the work and functions provided by this MOU, or if it refuses to perform disputed work or functions as directed pending resolution of such dispute, or if it fails to make payments to subcontractors or consultants employed by it, or if it otherwise violates or fails to perform any term, covenant or provision of this MOU, then City may, without prejudice to any other right or remedy, terminate this MOU in whole or in part, in writing, provided that BGC shall be given, except in the case of emergencies, (a) not less than ninety (90) calendar days' notice of City's intent to terminate, and (b) an opportunity for consultation with City prior to termination. In determining the amount of final payment to be made to BGC upon such termination for default, if any, no amount shall be allowed for anticipated profit on unperformed services or other work; furthermore, an adjustment shall be made to the extent of any additional costs incurred or reasonably foreseen by City to be incurred by reason of BGC's default.
- B. This MOU may be terminated in whole or in part in writing by City for City's convenience, provided that BGC is given (a) not less than ninety (90) calendar days' notice of intent to terminate and (b) an opportunity for consultation with City prior to termination. If City effects termination for convenience, BGC's compensation shall be equitably adjusted.
- C. This MOU may be terminated in whole or in part in writing by BGC for BGC's convenience, provided that City is given (a) not less than ninety (90) calendar days' notice of intent to terminate and (b) an opportunity for consultation with City prior to termination. If BCG effects termination for convenience, BGC's compensation shall be equitably adjusted.
- 6. TERMINATION FOR FAILURE OF FUNDING. Notwithstanding any other provision of this MOU and pursuant to Indiana law, if funds for the continued fulfillment of this MOU by City are at any time insufficient or not forthcoming through failure of any entity to appropriate funds or otherwise, then City shall have the right to terminate this Agreement without penalty by giving written notice documenting the lack of funding, in which instance unless otherwise agreed to by the parties, this Agreement shall terminate and become null and void.

7. GENERAL PROVISIONS.

- A. <u>Non-Agent.</u> Notwithstanding anything to the contrary in this MOU or elsewhere, is not an agent of the City and shall not in any way purport to act or speak for or on behalf of the City.
- B. <u>Independent Contractor</u>. The parties agree that BGC is an independent contractor as that term is commonly used and is not an employee of City. As such, BGC is solely responsible for all taxes and none shall be withheld from the sums paid to BGC. BGC acknowledges that it is not insured in any manner by City for any loss of any kind whatsoever. BGC has no authority, express or implied, to bind or obligate City in any way.

- C. <u>Subcontracting</u>. The parties agree that BGC shall not subcontract, assign or delegate any responsibility to perform under this Agreement without prior written approval of City. In the event that City approves of any such subcontracting, assignment or delegation, BGC shall remain responsible for managing, directing and paying the person or persons to whom such responsibilities or obligations are sublet, assigned or delegated. City shall have no obligation whatsoever toward such persons. BGC shall take sole responsibility for the quality and quantity of any services rendered by such persons. Any consent given in accordance with this provision shall not be construed to relieve BGC of any responsibility for performing under this Agreement.
- D. <u>Necessary Qualifications</u>. BGC certifies that it will furnish to City, if requested, any and all documentation, certification, authorization, license, permit, or registration required by the laws or rules and regulations of City, other units of local government, the State of Indiana, and the United States. BGC further certifies that it is now and will remain in good standing with such governmental agencies and that it is now and will maintain all licenses, permits, registrations, authorizations, or certifications, as applicable to the services in force during the term of this Agreement.
- E. Confidentiality of City Information. BGC understands that the information provided to it or obtained from City during the performance of its responsibilities may be confidential and may not, without prior written consent of City, be disclosed to a person not in City's employ except to employees or agents of BGC who have a need to know in order to provide the services. The obligations of this section shall survive the termination of this Agreement and shall be applicable to the full extent permissible under statutes governing access to public records. Confidential information shall not include information, that: (a) was known by BGC at the time it was received; (b) is, as of the time of its disclosure or thereafter becomes, part of the public domain through a source other than BGC; (c) is made known to BGC by a third person who does not impose any obligation of confidence on BGC with respect to such information; (d) is required to be disclosed pursuant to governmental authority, law, regulation, duly authorized subpoena, or court order whereupon BGC shall provide notice and an opportunity to object to City prior to such disclosure; or (e) information that is independently developed by BGC without references to the confidential information. BGC shall not, under any circumstances, release information provided to it by, or on behalf of, City that is required to be kept confidential by City pursuant to Indiana law, except as contemplated by this section, clause (d).
- F. Records; Audit. BGC shall maintain books, records, documents and other evidence directly pertinent to performance under this Agreement. BGC shall make such materials available at its offices at all reasonable times during the Agreement period and for three (3) years from termination or the date of final payment under this Agreement for inspection by City or any other authorized representative of City. Copies thereof, if requested, shall be furnished at no cost to City.

- G. Remedies. Following the occurrence of any default, breach, or other failure to perform, or an act of negligence or misconduct causing damage to either Party, by the other or any of its employees, agents, or subcontractors, the aggrieved party shall have every remedy now or hereafter existing at law or in equity or by statute or otherwise which may be available. This provision shall survive any termination of this Agreement.
- H. <u>Indemnification</u>. BGC agrees to indemnify, defend, and hold harmless City and its officers, agents, officials, and employees for any and all third party claims, actions, causes of action, judgments and liens to the extent they arise out of any act or omission by BGC or any of its officers, agents, employees or subcontractors, regardless of whether or not it is caused in part by the negligence of a party indemnified hereunder. Such indemnity shall include attorney's fees and all costs and other expenses arising therefrom or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage. This provision shall survive any termination of this Agreement.
- I. BGC shall obtain from insurance companies lawfully authorized to do business in Indiana policies of insurance acceptable to the City, which afford the coverages set forth below. Insurance shall be written for not less than limits of liability specified or required by law, whichever coverage is greater and shall include coverage for BGC's indemnification obligations contained in this MOU. Certificates of Insurance acceptable to the City shall be given to the City prior to October 7th and thereafter upon renewal or replacement of each required policy of insurance. Each policy must be endorsed to provide that the policy will not be cancelled or allowed to expire until at least thirty (30) days' prior written notice has been given to the City; provided however that such policies may be cancelled with only ten (10) days' prior notice for non-payment of premium. The required coverages and limits which Contractor is required to obtain are as follows:

1. Commercial General Liability

Limits of Liability: \$2,000,000 General Aggregate

\$2,000,000 Products & Completed Ops. \$1,000,000 Bodily Injury / Prop. Damage \$1,000,000 Personal / Advertising Injury

\$1,000,000 Each Occurrence

2. Auto Liability

Limits of Liability: \$500,000 Per Accident

Coverage Details All owned, non-owned, & hired vehicles

3. Workers Compensation and Employer's Liability

As required by Indiana law.

4. Professional/Errors & Omissions Liability

Limits of Liability \$1,000,000 Each Occurrence \$2,000,000 Aggregate

- 5. All coverage provided above shall be endorsed to include the City as an additional insured except for the Worker's Compensation / Employer's Liability and Professional/Errors & Omissions policy.
- J. Notice. Any notice or other correspondence required to be sent under this Agreement shall be sent to:

To Noblesville BGC:

Boys & Girls Club of Noblesville 1700 Conner Street Noblesville, IN 46060 Attn: Abigail Stutesman

To Noblesville:

City of Noblesville 16 S. 10th Street Noblesville, IN 46060 Attn: Savannah Wines, Parks Director

Copy to: City of Noblesville Attn: City Attorney 16 S. 10th Street Noblesville, IN 46060

- K. Non-discrimination. BGC and its subcontractors shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to her or his hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of her or his race, religion, color, sex, sexual orientation, handicap, disability, national origin, ancestry, disabled veteran status, or Vietnam-era veteran status. Breach of this section shall be regarded as a material breach of this Agreement.
- L. <u>Conflict of Interest</u>. BGC certifies and warrants to Noblesville that neither it nor any of its agents, representatives or employees who will participate in the performance of any services required by this Agreement has or will have any conflict of interest, direct or indirect, with Noblesville.
- M. Force Majeure. In the event that either party is unable to perform any of its obligations under this Agreement or to enjoy any of its benefits because of natural disaster, pandemic, or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as Force Majeure Event), the party who has been so affected shall immediately give notice to the other and shall take commercially reasonable actions to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended except for payment obligations with respect to service already provided. If the period of nonperformance exceeds one hundred eighty (180) days from the receipt of the Force Majeure Event, the party

whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.

N. Applicable Laws: Forum. BGC agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment of any state or federal statute or the promulgation of regulations thereunder after execution of this Agreement shall be reviewed by Noblesville and BGC to determine whether the provisions of the Agreement require formal modification.

This Agreement shall be construed in accordance with the laws of the State of Indiana, and by all applicable Municipal Ordinances, Resolutions, Rules, Regulations, or Codes of Noblesville. Suit, if any, shall be brought in the State of Indiana, County of Hamilton.

- O. <u>Waiver</u>. Neither party's delay or inaction in pursuing the remedies set forth in this Agreement, or available by law, shall not operate as a waiver of any of Party's rights or remedies.
- P. <u>Severability</u>. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the provision shall be stricken, and all other provisions of this Agreement which can operate independently of such stricken provisions shall continue in full force and effect.
- Q. Attorneys' Fees. Either party shall be liable to the other for reasonable attorneys' fees incurred by in connection with the collection or attempt to collect, any damages arising from the negligent or wrongful act or omission of the other party from a breach of any provision of this Agreement, from an indemnity obligation, or from a failure to fulfill any provisions or responsibility provided herein. This provision shall survive any termination of this Agreement.
- R. Successors and Assigns. Noblesville and BGC each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as otherwise provided herein, neither party shall assign, sublet, or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of Noblesville or BGC.

8. INTERPRETATION AND INTENT.

A. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, written or verbal, between City and BGC. No statements, promises or agreements whatsoever, in writing or verbal, in conflict with the terms of the Agreement have been made by City or BGC which in any way modify, vary, alter, enlarge or invalidate any of the provisions and obligations herein stated. This

Agreement may be amended and modified only in writing signed by both City and BGC.

- B. In resolving conflicts, errors, discrepancies and disputes concerning the scope of the work or services to be performed by BGC or other rights or obligations of City or BGC, the document or provision thereof imposing the greater obligation upon City and affording the greater right or remedy to City, shall govern.
- C. Any interpretation applied to this Agreement, by the parties hereto, by an arbitrator, court of law, or by any other third party, shall not be made against City solely by virtue of City or City's representatives having drafted all or any portion of this Agreement.
- D. This Agreement shall include, and incorporate by reference, any provision, covenant or condition required or provided by law or by regulation of any state or federal regulatory or funding agency.

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Entered into this

Boys & Girls Club of Noblesville	
By: Obigail Statesman	
By: Obiqui Statesman Title: Binetor of aus Operations	
All of which is approved by the Board of Public Works and Safety of this	the City of Noblesville
day of March	, 2025.
Jud Mr.	
JACK MARTIN, PRESIDENT	
JOHN DITSLEAR, MEMBER	
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LAURIE DYER, MEMBER	
105, Clar	
ROBERT J. ELMER, MEMBER	
RICK L. TAYLOR, MEMBER	
APTERIOR	
ATTEST:	
Malin & Sala	
EVELYN L. LEAS, CLERK	
CITY OF NOBLESVILLE, INDIANA	

E-Verify Affidavit

Pursuant to Indiana Code 22-5-1.7-11, the Contractor entering into a contract with the City is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program. The Contractor is not required to verify the work eligibility status of all its newly hired employees through the E-Verify program if the E-Verify program no longer exists.

The undersigned, on behalf of the Contractor, being first duty sworn, deposes and states that the Contractor does not knowingly employ an unauthorized alien. The undersigned further affirms that, prior to entering into its contract with the City, the undersigned Contractor will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

(Contractor): Boys & BINS Club of Nobles 1/1k
By (Written Signature): Buky Slucy
(Printed Name): Becky Tury
(Title): Executive Director
Important - Notary Signature and Seal Required in the Space Below
STATE OF INDIANA
COUNTY OF Hamilton ss:
Subscribed and sworn to before me this 10 day of MOVI.
My commission expires: 10-28-2031 (Signed) Latalie had the
a. Residing in Ward County, State of Indiana

EXHIBIT A

BINDING MEMORANDUM OF UNDERSTANDING (MOU) FOR COLLABORATIVE FUNDRAISING AND EVENT MANAGEMENT FOR BED RACE.

This Binding Memorandum of Understanding (MOU) is entered into as of February 1, 2025, by and between:

Boys & Girls Club of Noblesville is a nonprofit with its principal office located at 1700 Conner St., Noblesville IN 46060, and

Noblesville Parks & Recreation is a department of the City of Noblesville with its principal office located at 701 Cicero Road, Noblesville IN 46060.

Collectively referred to as the "Parties" for this MOU.

1. Purpose

The purpose of this MOU is to establish a partnership between the Boys & Girls Club of Noblesville and Noblesville Parks & Recreation for the joint purpose of conducting collaborative fundraising efforts and event management to support scholarships for the community's youth through the Bed Race event. The Parties agree to work together to maximize fundraising efforts, share resources, and achieve the identified fundraising goals.

2. Goals and Objectives

The specific objectives of this collaboration include:

· Raising \$20,000 in funding for youth scholarships for each party's programming.

Co-hosting the Bed Race.

Leveraging each organization's networks, platforms, and capabilities to engage spectators, teams, donors, and contributors.
Jointly promoting and marketing the cause and events to attract attendees.

sponsors, and donors.

Sharing data and results related to fundraising progress and donor engagement.

Complete the shared work plan detailing responsibilities and tasks (attached).

3. Roles and Responsibilities

The Parties agree to the following roles and responsibilities:

Boys & Girls Club of Noblesville shall:

• Lead the overall strategy, coordination, and logistics for the Bed Race, including but not limited to venue selection, scheduling, and event management.

• Support the fundraising effort by accessing donor databases, marketing materials, or other resources as appropriate.

- Assist in the promotion of fundraising campaign and events through its social media, email newsletters, and other communication channels.
- Secure event sponsors or partners to enhance the fundraising potential.
- Oversee event registration, invoices, and maintenance of books, records, and documents.

Noblesville Parks & Recreation shall:

- Support the fundraising effort by engaging its networks and promoting the events to its donor base and community.
- Provide volunteers or staff to assist in event planning, setup, and execution.
- Provide access to resources for planning, set-up, and tear down of the event.
- Contribute to the development and dissemination of event materials and communications.
- Secure additional event sponsors or donors to further amplify the events' success.
- Share in the responsibility for promoting fundraising events and campaigns through its communication channels.

Both Parties agree to:

- Collaborate on the development and approval of Bed Race materials (e.g., event flyers, social media content, press releases, etc.).
- Work jointly to identify key performance indicators (KPIs) to measure the success of events and fundraising campaigns.
- Provide regular updates on the progress, including sponsorships, event tasks, teams, and funds raised.
- Ensure that event activities comply with all applicable laws, health and safety regulations, and event permits.

4. Event Partnership

The Parties agree to partner on and co-host the following event:

 Bed Race: Friday, May 30th, 900 block of Logan St. and Conner St. westside of Courthouse.

For the event, the Parties will agree on:

- The event's goals, budget, and fundraising targets.
- The division of responsibilities and tasks for event planning and execution.
- Promotional strategies, including joint marketing efforts, media outreach, and online/digital promotion.
- Event timeline, deadlines, and coordination of logistics.
- Specific branding and visibility for each organization during the event (e.g., logo placement, event signage, social media shoutouts, etc.).

5. Funding Distribution and Use

The funds raised through this collaborative effort and event shall be distributed as follows:

First, to pay for all expenses associated with the event, no matter which Party bore
the expense; Second, the balance of funds raised after payment of expenses will be
allocated equally, with 50% directed to the Boys & Girls Club of Noblesville and 50%
to Noblesville Parks & Recreation, provided that all terms and conditions outlined
in this MOU are fully met.

Both Parties will ensure all funds are used following applicable laws, regulations,

and best practices for nonprofit fundraising.

6. Term and Termination

This MOU shall begin on February 1, 2025, and remain in effect until the final distribution of funds raised in accordance with this MOU. Either Party may terminate this MOU with [30] days' written notice to the other Party. In the event of termination, both Parties shall work to ensure a smooth conclusion to any ongoing activities and manage any remaining funds appropriately.

7. Confidentiality

Both Parties agree to maintain confidentiality regarding donor information, financial data, event planning details, and any other sensitive information shared during the course of this collaboration unless such disclosure is required by law.

8. Indemnification and Insurance

Each Party agrees to indemnify, defend, and hold harmless the other Party from any claims, liabilities, or expenses arising from its negligent acts or omissions in connection with this MOU, including the organization and execution of any fundraising events, provided, however claims by either Party's respective employees or volunteers regarding pay, compensation or employment status with that Party. Such claims are not covered by either Party's indemnification obligation and each Party is solely and individually responsible for such claims.

Both Parties shall carry comprehensive general liability insurance and automobile insurance at coverage amounts per occurrence and in the aggregate that align with industry standards for the nature of the event. Both Parties shall carry workers' compensation insurance in accordance with Indiana law.

9. Miscellaneous

- Amendment: This MOU may be amended or modified only by mutual written agreement of both Parties.
- Governing Law: This MOU shall be governed by and construed in accordance with the laws of Indiana.
- Dispute Resolution: Any disputes arising out of this MOU shall be resolved as follows;
 - o Address differences in a timely, open, and honest manner attempting to resolve issues at the staffing level.

10. Signatures

By signing below, the authorized representatives of Organization A and Organization B confirm their understanding and agreement to the terms of this binding Memorandum of Understanding.

•
Name: Abigail Stutesman
Name: Abigail Stutesman Title: Director of Club Operation
Signature: Obigail Stukesman Date: 2-19-2025
Date: 2-19-2025
For Noblesville Parks & Recreation:
Name:
Title:
Signature:
Date:

For the Boys & Girls Club of Noblesville:

This MOU represents the intent of the Parties to collaborate on a fundraising initiative and event partnership but does not create a legally binding obligation except where expressly stated.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/06/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

| CONTACT | NAME: | Value | Value

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	1700 Conner St										
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City	of Noblesville is an additional insured with r	espec	ts to t	he General Liability.							
CERTIFICATE HOLDER CANCELLATION											
CER	TIFICATE HOLDER				CANC	ELLATION					
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