

# MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (“MOA”) is entered into as of this 17th day of February 2022 (the “Effective Date”) by and between the CITY OF FORT WAYNE BOARD OF PARK COMMISSIONERS, by and through the Fort Wayne Department of Parks and Recreation (“Parks”) and GLORIOUS GATE ROWING ASSOCIATION, INC., an Indiana non-profit corporation (“G2”). Parks and G2 are sometimes referred to herein individually as a “Party” and collectively as the “Parties”.

## RECITALS:

Parks is the owner of multiple park grounds and supporting facilities, including Shoaff Park, in the City of Fort Wayne, Indiana (“City”). G2 is engaged in sponsoring and supporting organized rowing opportunities on the City’s rivers for individuals and groups of varying abilities interested in rowing as a sport or physical fitness activity, such as rowing practices and events which include but are not limited to rowing competitions and regattas (collectively, the “G2 Rowing Activities”). G2 has requested Parks to provide G2 a storage area in Shoaff Park which G2 will secure for the storage of G2’s boats during each rowing season of the Initial Term and Additional Term (as hereinafter defined). In continuation of Parks’ support for the G2 Rowing Activities, Parks agrees to designate the certain area in Shoaff Park depicted on attached **Exhibit A** (the “Boat Storage Enclosure Site”) in order that G2 may store G2’s owned and sponsored boats during each such rowing season subject to the terms and conditions of this MOA. In accordance therewith the Parties enter into this MOA upon the following terms and conditions:

1. G2 shall be responsible for the design, plans and specifications, construction and installation of the storage area (the “Boat Storage Enclosure”) all at G2’s cost and subject to the prior written approval of Parks. Upon issuance of Parks’ written approval, a copy of the design, and plans and specifications for the Boat Storage Enclosure shall be appended to this MOA as **Exhibit B**.
2. The Boat Storage Enclosure shall be constructed and installed on the Boat Storage Enclosure Site on or before December 31, 2022. To the extent required and subject to Park’s prior approval, G2 shall at its cost prepare the Boat Storage Enclosure Site for the installation of the Boat Storage Enclosure improvements. Parks shall obtain and pay for the permits and fees required by state and local authorities to construct and install the Boat Storage Enclosure on the Boat Storage Enclosure Site. Upon the completion of the construction and installation of the Boat Storage Enclosure, G2 shall transfer and convey all interest G2 may have in the Boat Storage Enclosure to Parks for One and 00/100 Dollars ( \$1.00 ) and the other good and valuable consideration realized by G2 under this MOA. Following the construction and installation of the Boat Storage Enclosure, no modification of the Boat Storage Enclosure or the Boat Storage Enclosure Site will be made by G2 without Parks prior written consent.

3. This MOA shall commence on the Effective Date and shall expire on the fifth (5<sup>th</sup>) anniversary date of the Effective Date ( the “ Initial Term “ ). The Initial Term may be renewed by the Parties for a maximum of two (2) additional five ( 5 ) year terms (the “ Additional Terms” ) upon the written agreement of the Parties executed not less than ninety ( 90 ) days prior to the expiration of the Initial Term or the first Additional Term, if applicable. The Parties agree that G2’s access to, possession, and use of the Boat Storage Enclosure during the Initial Term and the Additional Term shall commence on March 1 and expire on November 30 of each calendar year during the Initial Term or an Additional Term (each a “G2 Occupancy Period”). G2 may occupy the Boat Storage Enclosure later than March 1 or earlier than November 30 of each calendar year upon prior written notice to Parks and Parks’ exclusive occupancy of the Boat Storage Enclosure shall commence upon the vacation date contained in G2’s notice. With the exception of the rights to the Boat Storage Enclosure granted to G2 hereunder during each G2 Occupancy Period, Parks shall have exclusive possession and control of the Boat Storage Enclosure at all times during the Initial Term and the Additional Term. G2 expressly acknowledges and agrees that except for the rights granted to G2 as set forth in this MOA, G2 shall acquire no right, title or interest of any type or nature in the Boat Storage Enclosure or the Boat Storage Enclosure Site.
4. Parks shall maintain and repair the Boat Storage Enclosure improvements during the Initial Term and the Additional Term at Parks’ cost unless damage to the Boat Storage Enclosure improvements is caused by the negligent or intentional acts or omissions of G2 in which event G2 shall reimburse Parks for the cost maintaining or repairing the Boat Storage Enclosure improvements as a result of the damage caused by G2.
5. Parks shall maintain during the Initial Term and the Additional Term property damage insurance which shall insure against physical damage to or loss of the Boat Storage Enclosure improvements in the amount of Fifty Thousand Dollars and 00/100 (\$50,000.00). Such insurance coverage shall be provided by Parks through the self-insurance program of the City.
6. G2 shall maintain during the Initial Term and the Additional Term Comprehensive General Liability and Extended Coverage insurance for claims for bodily injury, death, or property damage arising from G2’s possession, control, management and use of the Boat Storage Enclosure with coverage of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate which insurance shall name Parks and City as additional insureds and shall require thirty (30) days prior written notice to Parks in the event of cancellation, termination, modification or non-renewal. G2 shall annually, during the Initial Term and Additional Term provide Parks with a Certificate of Insurance evidencing the issuance and existence of the aforescribed insurance coverage.

7. G2 may install a maximum of one (1) sign on the Boat Storage Enclosure Site provided that the location, size and text of the sign shall be approved in writing in advance by Parks.
8. Parks shall not be responsible for any property loss, property damage, personal injury or death in connection with G2's storage of the G2 boats in the Boat Storage Enclosure or the Boat Storage Enclosure Site during any G2 Occupancy Period, it being expressly agreed by G2 that, to the fullest extent permitted by law, the possession, control, occupancy and use of the Boat Storage Enclosure during each G2 Occupancy Period shall be at the sole risk of G2.
9. This MOA may be terminated by the written agreement of Parks and G2 at any time during the Initial Term or the Additional Term. Either Parks or G2 may terminate this MOA upon ten ( 10 ) days prior written notice to the non-terminating Party upon the terminating Party's written notice to the non-terminating Party of the non-terminating Party's breach of a material term of this MOA and the non-terminating Party's failure to cure such breach within thirty ( 30 ) days from the date of written notice of default from the non-defaulting Party ( which describes in reasonable detail the nature of such default ).
10. This MOA shall not be considered or construed to be a partnership or joint venture, and neither Parks nor G2 shall be liable for the performance of or failure to perform the obligations of the other Party hereunder except as expressly provided herein.
11. This MOA may only be amended by a written agreement executed by the Parties
12. Neither this MOA nor any of the rights or obligations of G2 hereunder may be conveyed, transferred or assigned without the express written consent of Parks.
13. This Agreement shall be construed in accordance with the laws of the State of Indiana. Any legal claim or action brought hereunder by either Party shall be heard before a court of applicable jurisdiction located in Allen County, Indiana.
14. The terms and provisions of this MOA are severable. If any clause, term or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remainder of this MOU which shall continue in full force and effect, to the extent practicable, in accordance with the terms and conditions hereof.
15. Any notice required to be given hereunder shall be in writing and shall be personally delivered, sent by a nationally recognized courier service with next day delivery guaranteed, or sent by certified, first class U.S. mail, postage prepaid and return receipt requested, to the following addresses:

Fort Wayne Department of Parks  
and Recreation  
705 East State Street  
Fort Wayne, Indiana 46805

Glorious Gate Rowing Association  
Attn: Dan Wire, Director  
3002 Northside Dr.  
Fort Wayne, Indiana 46805

16. a. G2 hereby forever releases and discharges Parks, the City and their respective directors, officers, employees, staff members, representatives, agents, departments and divisions ( each a " Releasee " and together the " Releasees " ) from any and all claims, demands, causes of action, liabilities, losses, costs and expenses of any kind or nature ( including legal costs and reasonable attorneys' fees ) which may be asserted against G2 or asserted by G2 or any third Party against the Releasees or any Releasee in connection with or arising from any property damage, personal injury, death or other loss ( each a " Loss " and collectively " the Losses " ), including any Loss for which coverage is provided under an insurance policy which relates directly or indirectly to: (i) G2's exercise of any of the rights granted to G2 hereunder, (ii) the performance by G2 of any of the obligations assumed or contemplated by this MOA, or (iii) any breach of this MOA by G2, except to the extent that such Loss was caused solely and directly by the gross negligence or intentional misconduct of Parks. G2 agrees to cause all insurance carriers with whom G2 contracts for insurance coverage to waive any subrogation rights against Parks or the City in connection with any insurance payment made by any such insurance carrier in connection with a Loss.
- b. G2, to the fullest extent permitted by law, shall defend and hold harmless Parks, the City and their respective directors, officers, employees, staff members, representatives and agents ( each an " Indemnatee " and together the " Indemnitees " ) arising from or relating in any manner to any Loss ( as defined in Section 17.a hereof ) incurred by any Indemnatee in connection with G2's exercise of any of the rights granted to or the performance by G2 of any of the obligations assumed or contemplated by this MOA or any breach of this MOA by G2, except to the extent that such Loss was caused solely and directly by the gross negligence or intentional misconduct of Parks.
- c. The covenants of release and indemnity made by G2 hereunder shall survive the expiration or termination of this MOA for any reason.
17. G2 shall adhere to all Parks policies, procedures, rules and regulations, as the same may be amended from time to time, applicable to G2's possession, control, operation and use of the Storage Site hereunder during the Initial Term and the Additional Term which includes G2's acknowledgement of and agreement to comply with the following:
- a. G2 shall use the Boat Storage Enclosure Site only for the storage of boats owned or sponsored by G2 and used in the G2 Rowing Activities.

- b. The Boat Storage Enclosure Site may not be used by G2 as a location for the repair or improvement of the boats stored therein except for minor repairs or improvements.
- c. The storage of boats by G2 in the Boat Storage Enclosure shall not obstruct or create the potential for hazardous conditions for other boat or pedestrian traffic on or about the Boat Storage Enclosure Site or Shoaff Park.
- d. G2 shall remove from Boat Storage Enclosure Site any trash generated in connection with the boat storage and shall cause all such trash to be bagged, tied and deposited in trash receptacles adjacent to the Boat Storage Enclosure Site.

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Agreement on the date and year first above written.

**CITY OF FORT WAYNE BOARD OF PARK  
COMMISSIONERS *dba* Fort Wayne Parks &  
Recreation Department**

By: \_\_\_\_\_  
**Steve McDaniel**  
Its: Director

**GLORIOUS GATE ROWING ASSOCIATION,  
INC.**

By: \_\_\_\_\_  
**Dan Wire**  
Its: President

# EXHIBIT A



### General Construction Notes

1. The Contractor shall provide labor and materials for a complete installation within the allotted time.
2. The Contractor shall secure and file for required permits, including inspections as required, and other approvals from agencies governing the work prior to and during construction.
3. Materials and installation of the work shall be in accordance with the Uniform Building Code, National, state and local laws and regulations.
4. Installed improvements shall comply with current AASHTO Standards.
5. The Contractor shall develop a construction schedule and sequencing which allows the Owner to complete general activities with minor interruptions to the Owner. Construction activities shall be submitted to the Owner's representatives on or prior to the date of the pre-construction meeting.
6. Prior to beginning work, Contractor shall be responsible for locating and marking utility lines. Contact the Owner for locating and marking utility lines. Contractor shall not begin work until public utility agencies are contacted and contracts are in order.
7. The Contractor shall coordinate with the Owner for handling of obstructions, overhead wires and the physical conditions of the facility site prior to the pre-construction meeting. Any obstructions which are not shown on the site plan shall be the Contractor's responsibility.
8. The Contractor shall provide adequate facilities to protect the public, Owner's employees and Contractor's employees.
9. Contractor and Subcontractors shall have 17 hours complete set of current plans and specifications of the project site at all times.
10. The Contractor shall display readily accessible signs and notices prior to beginning work. Changes from during and at completion of project not documented and in accordance with the Contractor's approval.
11. The Contractor shall maintain easements adjacent to the construction limits in their original state throughout construction. The Contractor shall be responsible for maintaining original condition of the site at the end of the project.
12. Contractor shall be responsible for signing, siting of adjacent structures, utilities, and equipment to the satisfaction of the Owner. Contractor shall be responsible for this item.
13. Contractor and vehicles related work with other contractors on site as necessary.
14. Contractor shall be responsible for required installation and maintenance of project utility service, if available. Shown on-site resources shall be reported by the Contractor at least weekly or after each day and approval of Contractor's supervisor.
15. The Contractor shall provide a ONE (1) TIME SERVICE Warranty on labor and materials.
16. Materials and other methods and equipment used in areas not approved by the Owner.
17. Erosion and sedimentation control shall comply with current standards per industry standards.



**MAYOR: TOM HENRY**  
**BOARD OF PARK COMMISSIONERS:**  
 RICHARD P. BARNER  
 TRAVIS BELLE WOOD  
 WILLIAM DEWINE  
 JEFFREY SHANKS

**DIRECTOR: STEVE MCWANE**

**PROJECT ADMINISTRATION SECTION:**  
 NORTHVILLE PARK  
 700 S. STATE BLVD.  
 FORT WAYNE, INDIANA 46802  
 FAX: (317) 437-8330

**MANAGER:**  
 AMEL REBROVIC  
 (317) 437-8411

**PROJECT REPRESENTATIVES:**  
 TERRY SPENCER (317) 437-8322  
 AND GUYARD (317) 437-8322

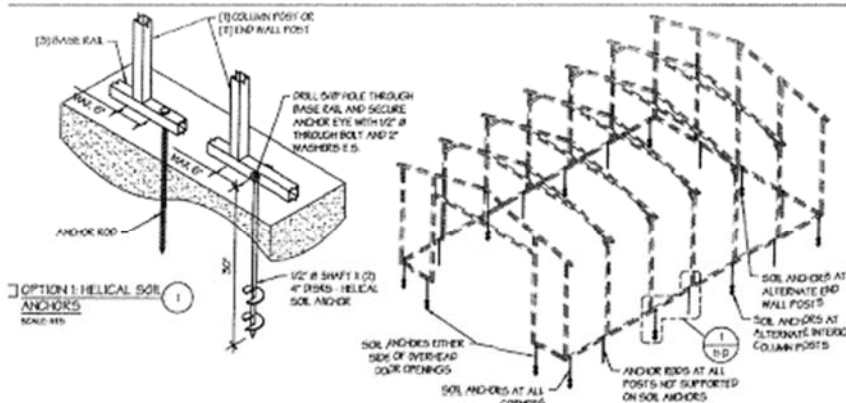
**SHONEFF PARK FENCED BOAT STORAGE**

**SHONEFF PARK**  
 845 ST. JOE RD.  
 FT. WAYNE, IN

**REVISIONS:** DATE: 10-20-21

**TITLE: LAYOUT PLAN**  
**PROJECT:**  
**STATUS:** PERMIT  
**DATE:** 5-18-21  
**ISSUED BY:** CS  
**SCALE:** AS SHOWN  
**SHEET:** C2.0

# EXHIBIT B



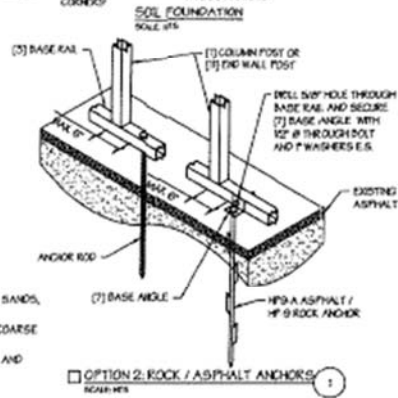
**SOIL FOUNDATION NOTES:**

- DESIGNS SHOWN ON THIS SHEET ARE FOR SOIL ANCHOR FOUNDATION.
- SOIL ANCHORS (HELICAL OR ROCK/ASPHALT) SHALL BE LOCATED AT ALL 4 CORNERS, ON EACH SIDE OF OVERHEAD DOOR OPENINGS, ON POSTS WITH DIAGONAL BRACING IF REQUIRED, AND ON ALTERNATE INTERIOR COLUMN POSTS AND END WALL POSTS.
- HELICAL ANCHORS ARE TO BE USED ONLY IF THE DRIVING TORQUE INTO THE GROUND IS 50 FT LBS OR GREATER. MANUFACTURER IS NOT RESPONSIBLE FOR SOIL QUALITY AT SITE.
- HELICAL ANCHORS CAN ONLY BE USED FOR CLASS 2, 3 & 4 SOILS (SEE SOIL CLASSIFICATIONS THIS PAGE).
- ALL POSTS WITH NO ANCHORS ADJACENT SHALL BE ANCHORED TO THE GROUND WITH A 1/2" X 30" L.S. ROD. RODS WILL HAVE A PRE-FORMED HEAD AT THE TOP AND ONE COAT OF RUST PROOF MATERIAL.
- ASSUMED SOIL BEARING CAPACITY IS TO BE A MIN. OF 1500 PSF.

**SOIL CLASSIFICATIONS:**

SOIL CLASS	DESCRIPTION
2	SANDY GRAVEL AND GRAVEL, VERY FINE DENSE AND/OR CEMENTED SANDS, MEDIUM GRAVELS/CORBLES, PRELOADED SILTS, CLAYS AND CORAL ISLAND, SILTY SAND, CLAYEY SAND, SILTY GRAVEL, MEDIUM DENSE COARSE SANDS, SANDY GRAVEL, VERY STIFF SILT AND SANDY CLAYS.
3	LOOSE TO MEDIUM DENSE SANDS, FIRM TO STIFF CLAYS AND SILTS AND ALLUVIAL FILLS.
4	VERY LOOSE TO LOOSE SANDS, SILTY SANDS, SILTY CLAYS, CLAYEY SILTS, AND SILTY CLAYS.

FROM THE "2015" MANUFACTURED HOME INSTALLATION STANDARDS



1 CARPORT FRAME AND ANCHORING



2 CARPORT IMAGE