MEMORANDUM OF UNDERSTANDING

Shared Facility serving the Cedar Riverside Neighborhood

This Memorandum of Understanding (“MOU”) is made as of the ___ day of ______, 2018, by and between the Young Men’s Christian Association of the Greater Twin Cities, a Minnesota corporation (“YMCA”), Augsburg University (“Augsburg”), a Minnesota nonprofit corporation, Pillsbury United Communities (“PUC), a community-centric, human serving not-for-profit organization, the Minneapolis Park and Recreation Board, a body corporate and public under the laws for Minnesota (“Park Board”), Fairview Health Services (“Fairview”), a Minnesota nonprofit corporation, which collectively comprise the Parties to the MOU.

RECITALS

WHEREAS, the YMCA, Augsburg, PUC the Park Board, and Fairview have the authority to enter into this MOU in furtherance of an exploration of providing independent and/or jointly delivered programs and activities through one or more shared facilities in the City of Minneapolis’ Cedar Riverside Neighborhood (“Community”); and

WHEREAS, The Community is the most densely populated neighborhood in Minneapolis, with a population comprised largely of underserved communities and communities of color, and with a significant proportion of the population being recent immigrants;

WHEREAS, The YMCA provides services aimed at the needs of residents, students, and local workforce, but does not currently offer programs and activities in the Community and does not have a facility in the Community;

WHEREAS, Augsburg is interested in providing expanded programs, activities, and facilities to the Community and its university community on a site that is prominent in the neighborhood and located on its property;

WHEREAS, PUC provides services to the Community through its community center located at the Brian Coyle Center in a facility owned by the Park Board and leased to PUC, but recognizes a need to improve and expand its facilities in order to serve the growing needs of the Community;

WHEREAS, The Park Board provides services to the Community through its programs, activities, and facilities, but recognizes the needs of the Community exceed its capacity to deliver at a level that addresses needs through its current programs, activities, and facilities;

WHEREAS, Fairview maintains a corporate campus in the Community and partners with numerous efforts to support Community vitality, including the Cedar-Riverside Opportunity Center, Sisterhood Boutique, and Cedar Riverside Health Commons, but recognizes the opportunity to enhance its role as an anchor institution;
WHEREAS, The Parties recognize their mutual goals for serving the Community through programs, activities, and facilities may be better accomplished through a partnership aimed at efficient and effective provision of services to the Community;

WHEREAS, The YMCA brings expertise in the promotion of Healthy Living, Youth Development and Social Responsibility; experience in fundraising and strategic real estate development related to recreation and social service facilities, and experience in delivering efficient and effective programming and services;

WHEREAS, The YMCA provides services aimed at the needs of residents, students, and local workforce, the YMCA currently provides mentoring programs at the Brian Coyle Center through our U-Y program, and the YMCA is looking to broaden programs and activities in the Community and does not have a facility in the Community;

WHEREAS, Augsburg brings expertise in educating students to be informed citizens, thoughtful stewards, critical thinkers, and responsible leaders; supports the engagement of students, faculty, and staff in programs that address needs in the Community; and has expertise in fundraising and facilities management;

WHEREAS, PUC brings expertise in providing community services through an interconnected network of community centers and social enterprises; experience operating culturally-specific programs, education, and recreation at neighborhood community centers, and experience in delivering efficient and impactful services to diverse and underserved communities throughout Minneapolis;

WHEREAS, PUC’s Brian Coyle Center provides services aimed specifically at the needs of Cedar Riverside residents—largely of East African descent—including youth mentoring, STEAM education programs, family health and wellness services, including youth and senior citizen programming, and basic needs services including health education and a food shelf;

WHEREAS, The Park Board brings expertise in developing facilities supporting the delivery of programs and activities targeted to Minneapolis residents and communities, and by its mission and charter delivers services to residents of and visitors to the City of Minneapolis;

WHEREAS, The Park Board, by its ordinance, is mandated to deliver facilities in Minneapolis equitably, including in the Community, which ranks as a high priority for the delivery of facilities supporting program and service needs of the Community;

WHEREAS, Fairview provides leading clinical and community programs to drive a healthier future; offers data and research related to local health and well-being through the Community Health Needs Assessment and Community Health Implementation Plan; and brings experience in creating innovative partnerships to improve community health and health equity;

WHEREAS, In a fully developed community with limited resources, creative approaches to dealing with capital needs and unmet service needs are crucial and the Parties view a collaborative
exploration as an essential part of delivering programs, activities, and facilities to the Community; and

WHEREAS, The Parties desire to formalize a relationship in this MOU with the desired outcome of understanding the potential for creating a shared facility supporting jointly delivered programs and activities to the Community, with the potential for expanding the exploration should the feasibility of such an effort be viewed favorably by each Party.

NOW, THEREFORE, in consideration of the foregoing recitals, the Parties hereby agree as follows:

A. The Parties agree to immediately commence diligently working together to identify shared opportunities for the delivery of services unique and common to each Party, including, but not limited to identification of a location in the Community for a facility supporting needed programs and activities that includes shared spaces and features.

B. Principles
   1. Market Analysis:
      i. The Parties agree to work together to collect and synthesize the information and data related to Community needs, share information and data related to the Community that has already been gathered by the Parties, and to cooperate in the collection of additional market analysis.
      ii. The Parties will work jointly to define a range of services, programs, activities, and other offerings that might be identified during the term of this MOU, and the necessary spaces and facilities to support those services, programs, activities, and other offerings to be provided by the YMCA, Augsburg, PUC, the Park Board, Fairview or other partners, or any combination thereof.
      iii. The Parties agree to jointly and equally fund cost of the market analysis in an amount not to exceed $70,000.
   2. Funding and Financing. The Parties agree to work together to define potential sources and mix of funding and financing for the implementation and operation of a facility or facilities supporting the services, programs, activities, and other offerings identified through the market analysis.
   3. Facility Programming, Design, and Operation. Following the market analysis and using the results of the market analysis, the Parties agree to develop a preliminary programming, design, and operations plan as a means of demonstrating the alignment of a facility and its associated programs, activities, and other offerings to the community. The costs of such a preliminary plan shall be borne by the Park Board provided the costs do not exceed $200,000. The preliminary plan shall be consistent with the requirements of the State of Minnesota Department of Administration’s Pre-Design Manual for Capital Budget Projects and according to Minnesota Statute §16B.33.
      i. Engagement. As a part of Facility Programming, Design, and Operation, the Parties agree to work together to collect input from the Community and any reasonable extensions of the Community in order to most fully understand
the needs and opportunities for the delivery of services to the Community as might be demonstrated in the programming, design, and operation of a facility. The Parties will support Engagement by providing staff or volunteers to assist in engagement events.

4. Partnerships with Others. The Parties agree to discuss partnering options, as identified through the market analysis or other activities related to this MOU, in furtherance of the delivery of services, programs, activities and other offerings including but not limited to housing, schools, and recreation.

5. Coordination. The Parties will coordinate communication, progress, deadlines, approvals, and other partnership or development dynamics in a manner that recognizes the realities of the meeting schedules of the governing bodies of the YMCA, Augsburg, PUC, the Park Board, and Fairview and other ad hoc groups related to or arising out of this MOU.

6. Governance. The Parties agree that their respective staff members are empowered to create, shepherd, and manage the processes required by this MOU but that the ultimate approval lies in the governing bodies of the YMCA, Augsburg, PUC, the Park Board, and Fairview, respectively. The Parties assign the following staff to activities supporting this MOU:
   i. YMCA: Anita Lancello Bydlon, Chief Real Estate Development Officer
   ii. Augsburg: Vice President of Finance and Administration, Chief Financial Officer
   iii. PUC: Amano Dube, Director, Brian Coyle Center
   iv. Park Board: The Superintendent or the Superintendent’s designee
   v. Fairview: John Swanholm, Vice President Community Advancement
         Diane Tran, Senior Director, Community Engagement

C. Duration, Amendment, Termination
   1. The Parties agree to evaluate the partnership resulting from this MOU periodically and whenever any major milestone is not met.
   2. This MOU shall automatically terminate one year from its date of execution or upon the completion of the market analysis, definition of funding and financing options, whichever occurs first.
   3. This MOU may be extended by mutual written agreement of the parties.

D. Nonbinding, This document represents a framework of principles expressing the current understanding between the Parties and does not constitute a legally binding agreement. The Parties agree to utilize the principles expressed in this document as a framework for all subsequent legally binding documents between the YMCA, Augsburg, PUC, the Park Board, and Fairview.

E. No third party rights. This MOU does not confer any rights on any third party.

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IN WITNESS WHEREOF, the authorized representative of the Parties have entered into this Memorandum of Understanding in triplicate as of the date stated above.

AUGSBURG UNIVERSITY

By: ________________________________
   Its: ________________________________
   Date: ________________________________

THE YOUNG MEN'S CHRISTIAN ASSOCIATION OF THE GREATER TWIN CITIES

By: ________________________________
   Its: ________________________________
   Date: ________________________________

PILLSBURY UNITED COMMUNITIES

By: ________________________________
   Its: ________________________________
   Date: ________________________________

FAIRVIEW HEALTH SERVICES

By: ________________________________
   Its: ________________________________
   Date: ________________________________
MINNEAPOLIS PARK & RECREATION BOARD

By: ______________________________________
   Its: President

Date: ________________________________

By: ______________________________________
   Its: Secretary

Date: ________________________________

Approved as to form:

______________________________________

Attorney for the Minneapolis Park & Recreation Board