

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") made this ____ day of _____, 2013, by and between the Young Men's Christian Association of the Chesapeake, Inc. (hereinafter, the "YMCA") and the County Commissioners of Queen Anne's County, a body politic and corporate (hereinafter, the "County");

Prefatory Statement

The YMCA is a not-for-profit 501(c)(3) organization which has as its purpose, inter alia, the strengthening of communities by focusing on youth development, healthy living and social responsibility. It operates a number of facilities in the mid and lower Eastern Shore of Maryland and Virginia.

The County has determined that a facility in Queen Anne's County (hereafter, the "facility") would be of benefit to the citizens of the County, fill a need for such citizens, especially the youth of the County and would benefit the health, safety and welfare of the citizens of Queen Anne's County.

The County and the YMCA have agreed to the construction and operation of such a facility on the terms and under the conditions hereinafter expressed in this MOU.

NOW THEREFORE, this MOU WITNESSETH that for and in consideration of the mutual covenants, promises and undertakings hereinafter expressed the County and the YMCA do agree as follows:

A. Facility Location - The facility will be located on a portion of the County property located adjacent to Maryland Route 304 in the Town of Centreville (Tax Map 44, Parcel 60, Lot 19, 3rd Election District, Queen Anne's County). The County shall select the location of the facility and shall designate the area to be used in conjunction with the facility, including any areas for parking, landscaping, outdoor recreational areas and the like. The facility to be constructed and the area so designated and determined by the County shall be hereafter referred to as the "site" and the obligations, responsibilities, rights and duties of the parties as described herein shall in all respects refer to the site as so determined and delineated.

B. Facility Design and Construction - The County after consultation with and input from the YMCA, shall design and oversee the construction of the facilities, including

architectural, engineering, site design, stormwater management, utilities, permitting, bids, bid award and processing and all other matters related to the design and construction of the facility.

C. Construction Financing - In addition to providing the site, the County shall commit and expend up to Eight Million Dollars (\$8,000,000.00) for the design and construction of the facility, inclusive of all fees, expenses and incidental costs arising therefrom. The YMCA shall reimburse the sum of Four Million Dollars (\$4,000,000.00) to the County within seven (7) years of the execution of this MOU, which is intended to be raised by the YMCA through contributions and fundraising activities. Any portion of the said Four Million Dollars (\$4,000,000.00) which has not been remitted to the County at the expiration of seven (7) years from the date of this MOU shall be due and payable by the YMCA, in full without further notice or demand by the County, on that date.

D. Oversight of Facility - The YMCA shall establish and create a local Board of Advisors for the facility which Board shall include at least one member who is a County Commissioner of Queen Anne's County and one person who is a County employee or staff person. The YMCA will continue to be governed by a corporate Board of Directors which shall at all times be comprised of individuals providing regionally diverse representation of all communities served by the YMCA.

E. Operation of Facility - Upon completion of the facility, the County shall lease the same to the YMCA for a period of 99 years at \$1.00 per year. The Lease shall be in form mutually agreeable to the County and the YMCA but shall contain the following minimum obligations of the YMCA:

1. Sole responsibility for the maintenance of the site, including the maintenance and repair of the facility, both interior and exterior, and the maintenance and repair of the parking areas, landscaping and other areas and components of the site.

2. Sole responsibility for any major repairs, replacements or capital costs with respect to the site and facility.

3. All costs of equipping and outfitting the facility.

4. All utilities consumed in or about the site.

5. Adequate insurance for the facility and its operations including property damage, liability, workman's compensation and any other insurance deemed advisable by the County in form and amounts acceptable to the County.

6. The staffing, operation and management of the facility in a careful, prudent and business-like manner for the benefit of the community and in the overall best interests of the citizens of Queen Anne's County and in accordance with the charter and mission of the YMCA. The YMCA shall be entitled to all fees or other income generated by the facility or the use thereof during the term of the Lease. The County will incur no cost or expense with respect to the operation and maintenance of the facility, all of which shall be borne by the YMCA including, without limitation, any taxes, fees or expenses assessed against the site and facility or incurred by the YMCA in the operation, management, repair, restoration and conduct of the facility.

F. Miscellaneous - The parties further mutually agree and acknowledge as follows:

1. The YMCA and the Board of Education of Queen Anne's County (the "BOE") may, by mutual agreement, enter into a shared-use or similar type agreement allowing the parties to utilize each other's facilities/properties in a manner that is mutually beneficial.

2. The County acknowledges that the YMCA will, upon execution of this MOU, begin to establish a presence in the County and may commence activities, programs and operations prior to completion of the facility.

WITNESS the hands and seals of the parties the day and year first above written.

ATTEST:

YOUNG MEN'S CHRISTIAN ASSOCIATION
OF THE CHESAPEAKE, INC.

(SEAL)

By: Kenneth Mann
Chief Volunteer Officer

ATTEST:

THE COUNTY COMMISSIONERS OF QUEEN
ANNE'S COUNTY

Steve J. Arentz (SEAL)

Philip L. Dumenil (SEAL)

David L. Dunmyer (SEAL)

Bob Simmons (SEAL)

Dave Olds (SEAL)