

OPERATING AGREEMENT

This Operating Agreement, herein referred to as the "Agreement," is made on this ____ day of _____, _____, by and between the City of Mankato, a municipal corporation, hereinafter referred to as the "City", and Mankato Family YMCA, a non-profit corporation, hereinafter referred to as the "Operator". City and Operator are at times jointly referred to as "Parties".

RECITALS

WHEREAS, the City owns an outdoor aquatic facility and related facilities, including all fixtures, furnishings, and improvements there, and all rights privileges, and appurtenances thereto, located on or about the real property located at 300 East Mabel Street, Mankato, Minnesota 56001, known as the Tourtellotte Pool. Tourtellotte Pool is the location of a three-pool facility hereinafter referred to as "Pool". Adjacent to said pool is a bath house, mechanical building and concession's sales structure hereinafter referred to as "Amenities". Pool and Amenities are at times jointly referred to as "Facility". See map on Exhibit A for reference of space.

WHEREAS, the City desires the Operator to operate an outdoor public pool in the City and for that purpose enters into an Agreement for said operations at the Facility;

WHEREAS, it is in the interest of the City to provide the residents of the City an opportunity to swim and use the Tourtellotte Pool.

NOW, THEREFORE, in consideration of the premises and mutual covenants of the parties hereto, it is agreed that the Operator is granted access to the Facility under the following terms and conditions:

AGREEMENT

1. RECITALS INCORPORATED; EFFECT OF OPERATIONS.

- 1.1 The Recitals set forth above are true and correct and are fully incorporated into this Agreement as if set forth herein.
- 1.2 This Agreement supersedes all prior leases, agreements, and amendments, whether oral or written, between the Parties hereto concerning the subject matter contemplated herein.

2. PREMISES.

- 2.1 Use of Facility. Subject to the terms of this Agreement, City hereby grants Operator the operation of Facility and Operator hereby operates the facility for the City for the Term (as defined at Section 3).
- 2.2 Access.
 - a. City grants to Operator, and its personnel, employees, agents, and licensees (collectively, "Personnel"), a non-exclusive right to use the Facility.

- b. City shall provide to Operator two (2) physical keys and five (5) or more prox access cards to the Facility for the sole use by Operator, and its Personnel, to access and use the Facility.
 - a) Tenant shall be responsible for the management and oversight of these access keys. Should any keys or prox cards go missing, Tenant is responsible for notifying the City immediately.
- c. Unless under the supervision and control of Operator, neither Operator nor its Personnel will provide any form of access, whether express, constructive, or implied, to the Facility to any other person.

2.3 Facility.

- a. City grants to Operator access to the pool deck and all of its adjacent facilities including the bath house, mechanical building and the concession's sales structure.

2.4 Amenities.

- a. City grants to Operator access to the bath house. Included in the bath house is the lifeguard locker room, manager's office, front desk, locker rooms and seasonal exterior restrooms open to general park users. Space is shown on Exhibit B.
- b. City grants to Operator access to the mechanical building. Inside the mechanical building is the water testing lab, pool mechanics equipment and chemical storage and storage area. Storage access is limited to City owned equipment. Operator shall be allowed access to this area for storage of city owned property such as deck furniture, but may not store Operator property. Space is shown on Exhibit C.
- c. City grants to Operator access to the concession's sales structure (as defined at Section 6). Space is shown on Exhibit A.

2.5 Storage Space.

- a. Storage access is limited to Operator -specific storage areas as listed on Exhibit B. At the end of each year's Permitted Use, Operator may leave items in storage, but ensure that all items are appropriately winterized and tidied. Liquids may be stored over winter in heated areas only. No perishable items may remain at the Facility outside of the Permitted Use.

2.6 Parking.

- a. Operator shall encourage staff to park in the designated parking lot, located to the northwest of the Facility.

3. TERM.

- 3.1 Initial Term. The initial term of this Lease shall be for a period of three (3) years commencing on January 1, 2025, and terminating on December 31, 2027 ("Term").
- 3.2 Surrender. At the expiration or termination of this Agreement for any reason, Operator shall at its expense: (i) peaceably surrender and deliver the Facility in good and clean condition, excepting only reasonable wear and tear or damage beyond the control of Operator;; (ii) deliver all keys, prox cards and combinations to locks, to City; (iii) if directed by City, remove any leasehold improvements, alterations or additions installed by Operator, and repair any damage caused thereby; and (iv) remove all of its

personal property, trade fixtures, signs, and decorations, and repair any damage caused thereby. If Operator fails to remove its property upon the expiration of this Agreement, said property shall be deemed abandoned and shall either become City's property or be disposed of by City at Operator's expense.

4. USE OF PREMISES.

- 4.1 Permitted Use. The Operator's Permitted Use shall include pool startup, operation throughout the season and pool shutdown.
- a. During the Term, the City shall provide a formal date in writing to the Operator acknowledging the beginning of the Permitted Use. This date will be impacted by weather and maintenance, but shall not negatively impact the Operator's ability to safely open and manage the pool on the official opening date to the public. The Permitted Use shall end four weeks following the last day of public swimming.
 - b. City and Operator shall work together to agree upon public swimming and private rental schedule.
 - c. Permitted Use opportunities are defined in the City of Mankato Council approved Fee Schedule.
- 4.2 Operator acknowledges that the Permitted Use is a use granted exclusively to Operator, for aquatics activities, unless otherwise provided herein.
- a. Events not considered a Permitted Use, including non-aquatics related activities or events that reach beyond the fenced area of the pool, require submittal of a Special Event Permit Application by Operator that must meet the related regulations and guidelines in order to be accepted by the City.
 - b. Use of space outside of the Permitted Use time frame must be requested by Operator in writing.
 - c. Equipment Use. Operator shall have access to use of the deck lights, PA System, pool mechanics equipment, concessions building with provided refrigerator and freezer, lifeguard breakroom kitchenette amenities, provided front desk technology and provided custodial equipment. Additional equipment needs may be requested by Operator to City for review.
- 4.3 Advanced Scheduling Notice. Operator shall provide to City, on or before May 1, of the Term, the daily schedule of Facility usage and planned programs and events.
- a. City and Operator shall work together to agree upon schedule prior to advertisement.
- 4.4 Shared Space. Operator shall provide practice time to MANTAS Swim Team. This time should be included in the daily facility schedule. Further management of the MANTAS Swim Team shall be determined in a separate agreement between the City, Operator and MANTAS.
- 4.5 Restrictions. The Facility shall not at any time be used: (i) in violation of any applicable federal, state, or local law ordinance, rule, or regulation ("**Laws**"); (ii) for any business not consisting principally of the Permitted Use; (iii) for the sale or off sale or consumption of liquor without proper licensing as required by applicable Laws. No part

of the Facility shall be occupied or used by any person for any purposes or in a manner which, in order to meet any requirement of Laws, requires that City make any addition or alteration on or to the Facility.

- 4.6 Reservation of Rights. City reserves the right to suspend open, close, or otherwise restrict access to certain areas of the Facility if the City reasonably believes a significant risk exists that may injure, damage or otherwise be harmful to City, or the Facility, or the participants, patrons, Operator, or staff at the Facility.

5. FINANCIAL MANAGEMENT AND PAYMENT

5.1 Daily Financials.

- a. Operator shall be responsible to collect, balance and deposit daily revenue for the Facility by following City provided instructions.
- b. Operator shall be responsible for the safe record keeping and storage of cash onsite. City shall provide adequate safety measures to assist in this, including all needed technology, appropriate training, cash safe and camera monitoring.
- c. Operator shall provide startup cash for daily cashiering at membership desk.
- d. Operator shall provide all financial needs related to concessions stand. City shall have no part in the management or payment of concessions.

5.2 City Labor Reimbursement.

- a. City shall reimburse to Operator the cost of all Facility management, lifeguard, custodial, customer service, concessions staff and administrative operation.
 - a) Operator is responsible for communicating labor costs to City in writing by April 1 of each year.
- b. City shall add thirty percent (30%) to the labor cost and pay to Operator.
- c. Labor reimbursement shall be made in two payments:
 - a) Labor costs for the first 30 days of operation of the facility.
 - b) Labor costs for rest of season, paid by September 30.
 - i. Operator responsible for providing City with costs within two (2) weeks in order to receive timely payment.
- d. Reimbursement payment shall be made to the Operator within 30 days of receipt.

5.3 City Supply & Administrative Reimbursement.

- a. City shall reimburse to Operator the cost of supplies as these expenses arise. Operator may request purchase from City directly.
 - a) Operator must receive approval for purchase of supplies from City. Items deemed unnecessary by the City may not receive reimbursement to Operator.
- b. City shall reimburse to Operator the cost of insurance, marketing, training, mileage and other administrative costs directly related to the Facility.
 - a) Insurance and administrative reimbursement shall occur at the time of labor reimbursement, see 6.2.c.
 - b) Operator shall provide to City an itemized report of charges prior to reimbursement.

- 5.4 Place of Payment. Except as otherwise set forth herein, all Compensation hereto shall be paid in U.S. dollars upon receipt of an itemized report sent by the Operator. All payments of Compensation and any other sums shall be paid or mailed to the following address, or to such other payee or address as Operator may designate in writing to City: Mankato Family YMCA, Attn: Executive Director, 1401 South Riverfront Drive, Mankato, MN 56001.

6. CONCESSIONS AND ADVERTISING.

- 6.1 Sale of Concessions. During the Permitted Use time period, Operator shall:
- a. have the right to the proceeds of all tickets, novelties, and programs sold at the Facility during all Operator swim meets and other Operator events;
 - b. have the exclusive right to sell concessions of the type that are usually sold at a swim meet or aquatic facility and retain the proceeds from all sales thereof;
 - c. provide City with Department of Health license or Special Event Permit as applicable; and
 - d. abide by and comply with all applicable Laws.
- 6.2 Branding. Operator may add temporary branding in the Facility during the Permitted Use Term. All branding, locations, materials and attachments must be approved by City in writing prior to installation on an annual basis.

7. OPERATOR RESPONSIBILITIES.

- 7.1 Operator Responsibilities.
- a. Provide all staff related to the operation of the pool including:
 - a) Licensed and trained lifeguards to work all needed locations in order to have adequate, safe oversight of pool use.
 - b) Custodial staff to keep pool deck and bath house clean.
 - c) Front desk staff to check in membership holders, sell daily passes and provide customer service to guests.
 - d) Maintenance staff to oversee and manage the pool chemistry to meet, at minimum, the requirements set by the Minnesota Department of health. This includes holding a Certified Pool Operator License and managing daily logs. Nothing herein prohibits the Operator from overseeing and managing the pool chemistry consistent with industry standards so long as they meet or exceed the standards set by the Minnesota Department of Health.
 - e) Management staff to oversee and schedule staff as well as communicating with City as needed.
 - b. Operate pool in a safe, equitable and consistent manner.
 - a) Station lifeguards in the quantity and location necessary to ensure safe watch.
 - b) Manage and enforce rules to all guests equally.
 - c) Clean and maintain the pool deck and bath house to maintain a safe environment for all guests.

- d) Calibrate the pool chemistry appropriately.
 - e) Manage accidents in the pool and other bodily fluid spills using guidelines from the Minnesota Department of Health.
 - c. Using City provided software, ActiveNet, Operator shall:
 - a) Support the sale and management of daily passes, memberships and punch cards.
 - b) Update and maintain the live calendar available to guest view for what is happening at the Facility.
 - c) Run reports related to attendance and financial processes as outlined annually by City.
 - d. Maintain daily finances by following City provided process.
 - e. Provide office supplies, unless needed in performance of direct Facility duties.
 - f. Conduct all Permitted Use events in compliance with the sound and noise plan agreed upon among the Parties and take such other steps to ensure that sounds and noises caused by Operator's activities at the Facility will be at a reasonably acceptable level that will not adversely affect the neighborhood surrounding the Facility.
 - g. Manage weather-related delays and closures using NOAA weather and Red Cross guidelines. In the case of weather-related delays and closures, Operator shall be responsible for notifying City and updating the public-view calendar on ActiveNet.
 - a) In the case of temperature, Operator shall open the Facility if temperatures are predicted to reach 70 degrees within two hours of standard opening time.
 - h. Provide extra amenities required by the Operator beyond what a community user might need, including but not limited to, kickboards, pull buoys, etc..
 - i. Remove trash from concessions area, pool deck and bath house and place in City provided dumpster.
 - j. Provide routine cleaning and regular daily maintenance of the locker rooms and bath house with City provided equipment and supplies.
 - a) Should any daily maintenance require unusual support, Operator shall notify City and seek out guidance from the City on how to move forward.
 - k. Notify City of maintenance needs and problems that arise in the Facility.
- 7.2 Marketing.
- a. Operator shall support the operation and marketing of the pool by sharing information on the hours of operation and programs available at the Facility.

8. CITY RESPONSIBILITIES.

- 8.1 City shall be responsible for obtaining all appropriate licensure for the operation of the Facility.
- 8.2 City shall provide a single staff representative for the operator to communicate with. The city's representative will be the Facilities Recreation Coordinator.
- 8.3 Maintenance.

- a. City shall provide all lawn and landscaping maintenance, electrical, plumbing and fence repairs.
- b. City shall inspect pool mechanical equipment and provide all routine maintenance associated with pool mechanics.
- c. Except as otherwise provided herein, throughout the Term, City shall be responsible for any heavy maintenance of the Facility. This maintenance may include expanded cleaning service, facility repairs, pool mechanical repairs or other incidents that may occur. If the Facility requires an extraordinary amount of maintenance because of the acts or omissions of or on behalf of Operator or its Personnel, then Operator may be responsible for reimbursement of said damage costs.

8.4 Facility Preparation. The City will prepare the pool and bath house in advance of the Permitted Use dates.

- a. City shall provide training to Operator on best practices related to maintaining the pool chemistry, bath house and mechanical building.

8.5 Supplies and Utilities. City shall:

- a. Be responsible for purchase of all pool-related chemicals.
- b. Be responsible for all utilities and dumpster removal at the Facility.
- c. Provide cleaning equipment, cleaning chemical, soap and paper products and trash receptacles appropriate for Operator's use in cleaning and maintaining the locker room, pool and concessions stand.
- d. Clean exterior public restrooms for general park use. Restrooms are shown on Exhibit B.
- e. Provide supplies related to Facility operations, including swim test bracelets, paper, printer ink, cash safe, etc. Other items needed should be requested by Operator to City.
- f. Provide existing safety equipment including city owned life vests for use by Operator.

8.6 Fees. The City shall establish all fees related to use of the Facility.

8.7 Technology.

- a. City shall provide:
 - a) Two (2) computers for the front desk and one (1) computer for the pool manager's office. City will also provide a printer and all necessary equipment for managing the front desk including cash drawers, credit card readers and membership scan cards. Computers will be able to access YMCA timekeeping for employees through an online portal.
 - b) Memberships and the point-of-sale system used to sell daily passes shall be managed using the City-provided ActiveNet software.
 - i. City shall be responsible for training Operator on appropriate use of this software.
 - c) Public Wi-Fi throughout the facility.

- d) Announcement (PA) system to be used to make announcements and play music.
 - i. City will ensure that appropriate music licensure is obtained and purchased.
 - e) Door security and camera security management.
 - b. In all cases, City shall provide all technical support.
- 8.8 Marketing.
- a. City shall be responsible for marketing and informing the public about the Facility. This includes publishing season open and close dates, daily hours, general rules, pricing and other critical information.
 - b. City shall determine best practices related to marketing and self-promotion at the Facility.
- 8.9 Partnership.
- a. City shall support the operation and marketing of the pool by sharing information on the hours of operation and programs available at the Facility.

9. EQUAL OPPORTUNITY.

- 9.1 Non-Discrimination. Throughout the Term, Operator shall not discriminate on the basis of sex, color, age, national origin, marital status, familial status, pregnancy, citizenship, creed, genetic information, disability, veteran status, status with regard to public assistance, membership in a local human rights commission, or other categories protected by law.
- 9.2 Failure to Comply by Operator. If Operator is found to have discriminated as determined by a court of competent jurisdiction or other appropriate public forum as agreed by Operator and City, this Agreement may be terminated, in whole or in part, by City. Operator shall, upon reasonable notice, provide City with access to all records pertaining to hiring and employment and all other pertinent data and records for enabling City and its representatives to ascertain compliance with the provisions of this Agreement.

10. ALTERATIONS AND IMPROVEMENTS.

- 10.1 Alterations. Operator shall not make any exterior or structural alterations in any portion of the Facility, nor any alterations in the interior or the exterior of any of the facilities located at the Facility without, in each instance, first obtaining the advance written consent of City Manager or designee.
- 10.2 Improvement Requests. Operator shall send all improvement requests to City contact in writing. Improvements will be considered in conjunction with annual City Improvements and long-term benefits to the entire community.
- 10.3 Any alterations and/or improvements made to the Facility by the Operator shall become the property of the City and the Operator shall have no further rights to said improvements except as provided within this Agreement. The City agrees to notify the Operator of any contemplated improvements to the Facility and shall consult with the Operator prior to performing any capital improvements that impact Operator use of the Facility.

11. OPERATOR INSURANCE.

11.1 Operator Liability Insurance. The Operator agrees to maintain, in full force and effect during their use and/or occupancy of the Facility, insurance based upon an occurrence basis from a licensed carrier in the State of Minnesota in the minimum amounts set forth below covering property damage and commercial general liability (CGL) risks including, but not limited to, premises and operations; product and completed operations; contractual; broad form property damage; and independent contractors and personal injury coverage. The Operator shall furnish the City, prior to their use and occupancy of the Facility, with a certificate of insurance naming the City and its officers, employees, and agents as additional insureds on the CGL and Umbrella/Excess policies and providing that the insurance evidenced thereby will not be cancelled prior to the termination without thirty (30) days' notice of cancellation or ten (10) days' notice for non-payment of premium. Said insurance shall not be less than the following limits of liability:

Bodily Injury	Each Occurrence:	Not less than \$2,000,000
	Annual Aggregate:	Not less than \$3,000,000
Property Loss or Damage	Each Occurrence:	Not less than \$2,000,000
	Annual Aggregate:	\$3,000,000
Umbrella/Excess Policy		Not less than \$3,000,000

12. PROPERTY CASUALTY INSURANCE.

12.1 Property Insurance. Operator agrees to carry, maintain and pay during the Term, insurance for at least 100% of the full replacement value of all Operator's property located on the Premises. Operator on behalf of itself and its insurer, waives all claims it may have against the City for damage to Operator's property regardless of cause. This waiver does not waive liability for damage caused by willful, wanton or intentional misconduct of the City or any person acting on behalf of the City.

13. CITY INSURANCE REQUIREMENTS

13.1 Property Insurance. City agrees to carry, maintain and pay during the Term all risk property insurance covering, fire and extended coverage, vandalism and malicious mischief, and all other perils of direct physical loss or damage on the Premises.

14. INDEMNIFICATION

14.1 Indemnity. Each party agrees to fully defend, indemnify and hold harmless the other party, its agents and employees, from and against all claims, actions, judgments, cost and expenses arising out of the damage or injuries to third persons or other property, caused by the negligence or a wrongful act or omission, including breach of contract of this Agreement, by a party, its agents, and employees in the use, occupancy or maintenance of the Premises, including those claims that might arise under the Unemployment

Compensation or the Workers Compensation Act of the State of Minnesota, on behalf of a party, employees, or other persons while so engaged in the performance of any services contemplated under this Agreement; provided, however, that a party shall not be liable for any injury or damage or loss occasioned by the negligence or willful misconduct of the other party, its agents, or employees; and provided further that a party shall give prompt and reasonable notice of any such claims or actions to the other party who shall have the right to investigate, comprise and defend the same. Nothing herein shall constitute a waiver by either party of any immunities, exclusions or limitations on liability provided by Minnesota Statutes, Chapter 466, or such other law as may apply. In no event, shall Operator assert or rely upon such statutory limited liability of City to avoid liability for any act for which Operator would otherwise be legally responsible. The obligations of this Section shall survive the expiration or other termination of this Agreement.

15. DEFAULT/REMEDIES

- 15.1 Default/Remedies. In the event of any default by either party under this Agreement, then the other party, at its option, and after thirty (30) days written notice and opportunity to cure, may, in addition to all other rights and remedies provided in this Agreement, or otherwise at law or in equity, terminate this Agreement.

16. ASSIGNMENT

- 16.1 Assignment. Operator shall not assign or transfer this Agreement in whole or in part or sublet all or any part of the Premises without the prior written consent of City.

17. NOTICES

- 17.1 Notices. All notices and demands required or permitted hereunder shall be sent by email and certified mail, return receipt requested, postage prepaid, by facsimile transmission or by Federal Express or other reputable overnight courier service and shall be deemed given upon the postmarked date, if sent by certified mail, or the date deposited with Federal Express or such other reputable overnight courier service, or the date of the facsimile transmission, but shall not be deemed received until one (1) business day following deposit with Federal Express or other reputable overnight courier service, or three (3) days following deposit in the United States Mail, if sent by certified mail, and addressed to:

To City:
City of Mankato
ATTN: Director of Administrative Services
10 Civic Center Plaza
P.O. Box 3368
Mankato, MN 56002-3368
pskophammer@mankatomn.gov

To Operator:
Mankato Family YMCA
ATTN: Executive Director
1401 South Riverfront Drive
Mankato, MN 56001
aburk@mankatoymca.org

or at such other address requested in writing by a party upon thirty (30) days' notice to the other parties.

18. RECORDING.

- 18.1 Recording. Operator shall not record this Agreement, but may with the prior written consent of City, record at Operator's cost, a memorandum of this Agreement in a form acceptable to City with the Blue Earth County Recorder's office.

19. FORCE MAJEURE AND PERMITTED DELAYS

- 19.1 Force Majeure/Permitted Delays. Except for the obligation to pay Fees, or other sums due under this Agreement, either party hereto is delayed or hindered in or prevented from the performance required hereunder by reason of strikes, lockouts, labor troubles, failure of power, riots, insurrection, war, acts of God, or other reason of like nature not the fault of the party delayed in performing work or doing acts ("Permitted Delay" or "Permitted Delays"), such party shall be excused for the period of time equivalent to the delay caused by such Permitted Delay, so long as the party affected diligently pursues performance as soon as reasonably possible with due diligence. Notwithstanding the foregoing, any extension of time for a Permitted Delay shall be conditioned upon the party seeking an extension of time delivering written notice of such Permitted Delay to the other party within five (5) days of the event causing the Permitted Delay, and the maximum period of time which a party may delay any act due to a Permitted Delay is be sixty (60) days.

20. GENERAL TERMS

- 20.1 Severability. If any provision of this Agreement is determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this Agreement, and all such other provisions shall remain in full force and effect. It is the intention of the Parties hereto that, if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning that renders it valid.
- 20.2 Applicable Law. This Agreement shall be governed by the laws of the State Minnesota, without regard to any conflict of law's provisions. All legal proceedings shall be venued in the County of Blue Earth.
- 20.3 Time of the Essence. Time shall be of the essence in interpreting the provisions of this Agreement.
- 20.4 Entire Agreement and Amendments. This Agreement contains all of the agreements of the Parties hereto with respect to matters covered or mentioned in this Agreement and no prior agreement, letters, representations, warranties, promises, or understandings pertaining to any such matters shall be effective for any such purpose. This Agreement may be amended or added to only by an agreement in writing signed by the Parties hereto or their respective successors in interest.
- 20.5 Relationship of the Parties. Nothing contained in this Agreement shall be deemed or construed as creating a partnership, joint venture, principal agent, or employer-employee relationship between or among the Parties.

- 20.6 Cumulative Remedies and Nonwaiver. The various rights and remedies contained in this Agreement shall not be considered as exclusive of any other right or remedy, but shall be construed as cumulative and shall be in addition to every other remedy now or hereafter existing at law, in equity, or by statute. No delay or omission of the right to exercise any power any either Party shall impair any such right or power, or shall be construed as a waiver of any default or as acquiescence therein. One or more waivers of any covenant, term or condition of this Agreement by a Party shall not be construed by any other Party as a waiver of a subsequent breach of the same covenant, term or condition. The consent or approval by the Parties to or of any act by any other party of a nature requiring consent or approval shall not be deemed to waive or render unnecessary consent to approval of any subsequent similar act. No surrender of the Premises by MAPA shall be affected by City's acceptance of Fees or by other means whatsoever unless the same is evidenced by City's written acceptance of the surrender.
- 20.7 Headings. The headings of the sections contained herein are for convenience only and do not define, limit or construe the contents of such sections.
- 20.8 Successors and Assigns. Except as set forth in the Agreement, this Agreement shall be binding upon, apply and inure to the parties hereto and their respective heirs, executors, administrators, successors, and permitted assigns.
- 20.9 Interpretation. The parties agree that it is their intention to create only the relationship of City and Operator, and no provision hereof or act of either party, shall ever be construed as creating the relationship of principal and agent, or a partnership, or a joint venture or enterprise between the parties.
- 20.10 Counterparts. Subject to Section 17, this Agreement may be executed in any number of counterparts, each of which shall constitute an original, but all of which, when taken together shall constitute one and the same instrument. Facsimile or PDF counterpart signatures to this Agreement shall constitute an original signature.

[Signatures appear on the following page]

IN WITNESS WHEREOF, the parties to this agreement have affixed their signatures as follows:

CITY OF MANKATO

The undersigned certify that they have lawfully executed this Memorandum on behalf of the Governmental Unit as required by applicable charter provisions, resolutions or ordinances.

Approved:

By: _____ Date: _____
City Manager

MANKATO FAMILY YMCA

The undersigned certify that they have lawfully executed this contract on behalf of Mankato Family YMCA.

Attested:

By: Andrew Burk Date: 4/07/25
Executive Director

Exhibit A: Tourtellotte Pool

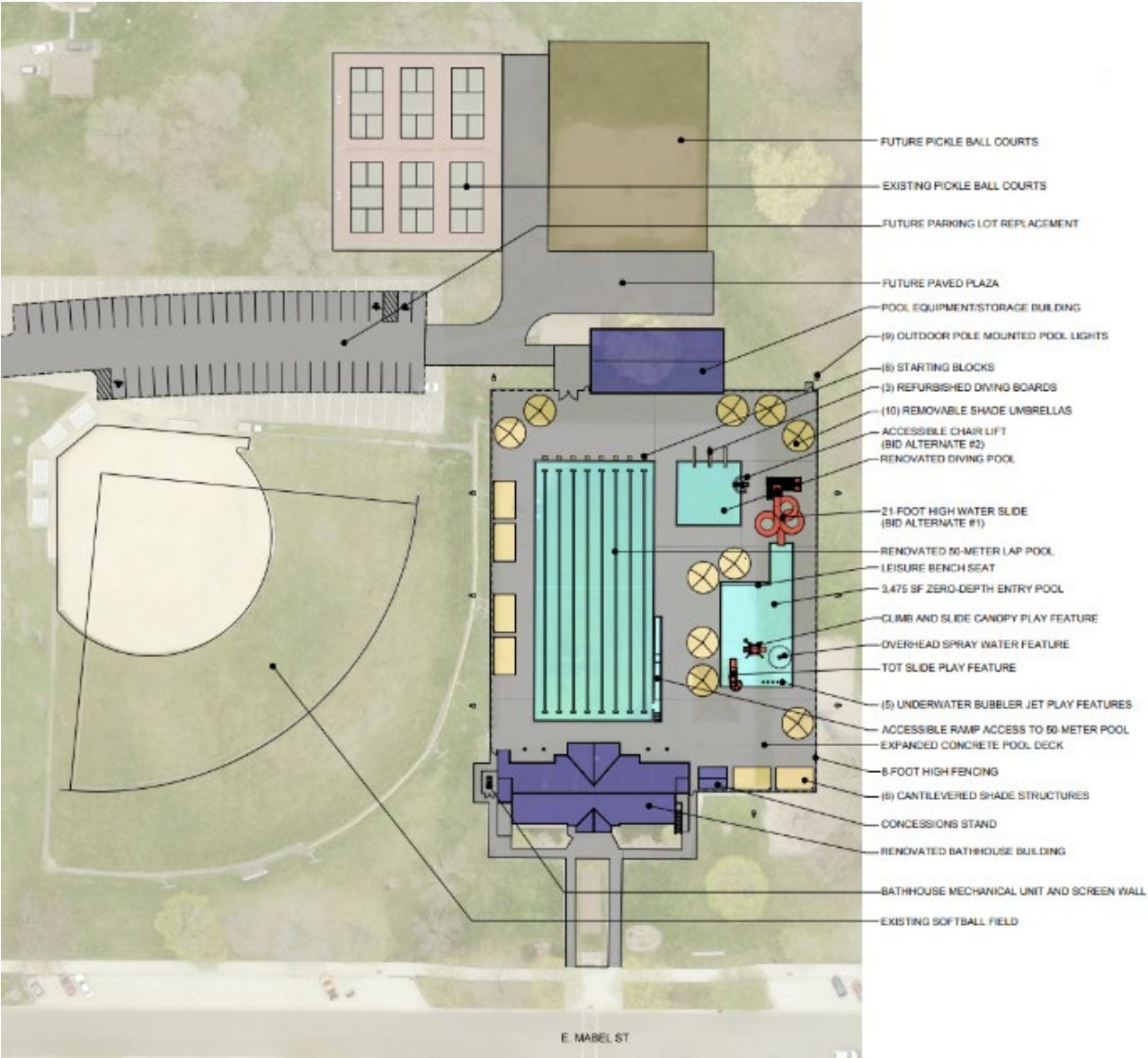
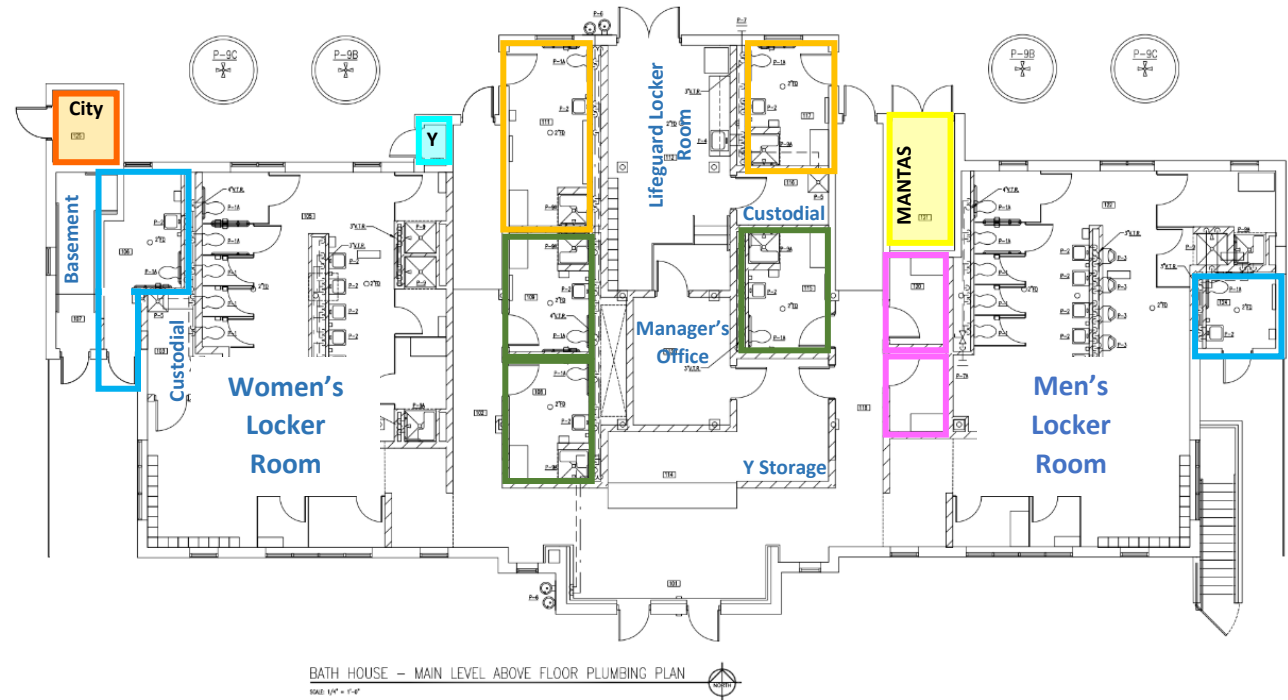


Exhibit B: Bath House

First Floor



Basement – City storage only. Mechanical and electrical access will be available for Operator.

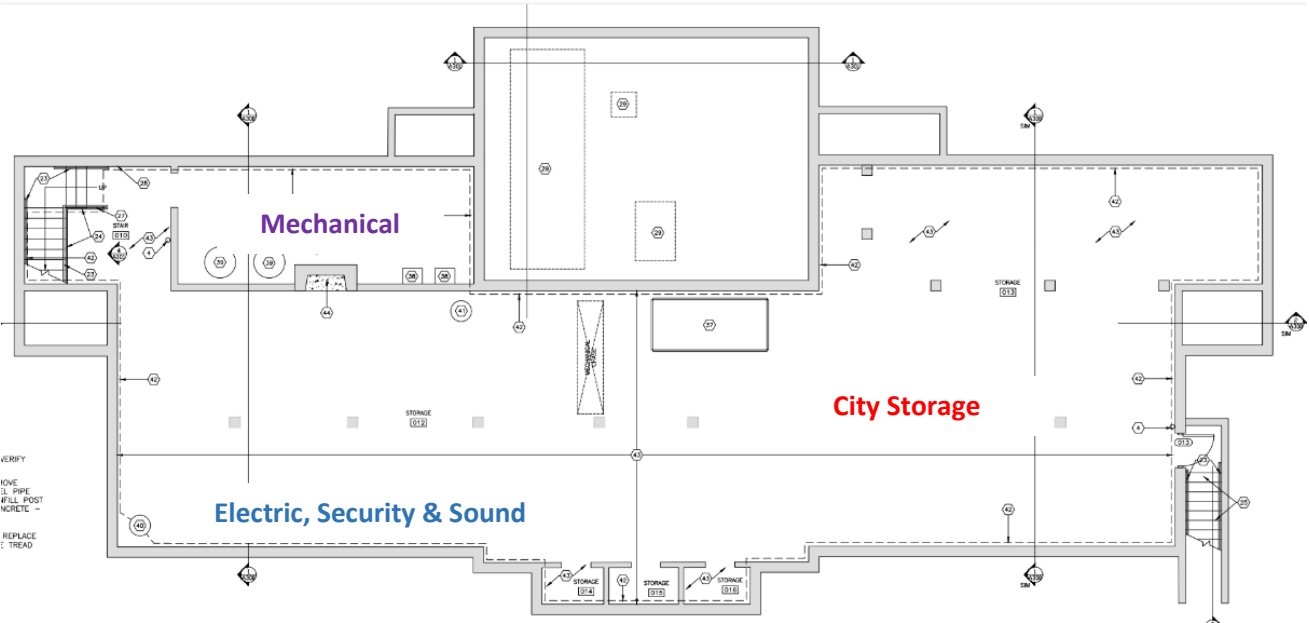


Exhibit C: Mechanical Building

