

Memorandum of Understanding (MOU)

BETWEEN

FRIENDS OF HERRIMAN PARKS, TRAILS, ARTS AND CULTURE

AND

HERRIMAN CITY

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) by and between FRIENDS OF HERRIMAN PARKS, TRAILS, ARTS AND CULTURE, herein referred to as “Friends of Herriman” and HERRIMAN CITY, herein referred to as the “City”, each additionally referred to herein as either a “Party”, and collectively as the “Parties”, with the objective of providing unique spaces, meaningful programs, healthy living, physical activities and creative pursuits, within Herriman City, have agreed to the following:

The Friends of Herriman Parks, Trails, Arts and Culture is a tax-exempt, not-for-profit corporation of the State of Utah under section 501(c)3. The purposes of Friends of Herriman shall be to function as a service and support organization for Herriman City. It is in the mutual interest of both agencies to provide unique spaces, meaningful programs, healthy living, physical activities and creative pursuits for the residents and guests of Herriman City. Utilization of resources and personnel from both agencies will maximize the opportunity for successful programs.

This Memorandum recognizes that the Friends of Herriman seeks to further the objectives of the City as a service and support organization and the City provides opportunities for those interested in contributing to this work. The consideration for this agreement shall be the mutual benefit of both parties to be gained through the collaboration of the Friends of Herriman and the City. No compensation shall be paid or guaranteed to either Party, except as otherwise stated herein.

This Memorandum of Understanding defines the relationship between the City and the Friends of Herriman in which both parties confirm and acknowledge the following:

1. The Friends of Herriman Parks, Trails, Arts and Culture incorporated as a tax-exempt, not-for-profit corporation of the State of Utah under section 501(c)3. The purpose of the Friends of Herriman is to build a community of individuals to donate time, resources and money to grow and establish meaningful programs and places in Herriman City that promote healthy living through physical and creative activities.
2. Friends of Herriman acknowledges that the liaison for the City with the Friends of Herriman shall be the individual(s) designated by the Herriman City Manager. The designated staff member(s) shall be invited to attend monthly Friends of Herriman board meetings and any other Friends of Herriman meetings when appropriate. The City acknowledges that the representative of the Friends of Herriman for all official programmatic and business relations shall be the Chair of Friends of Herriman or the Chairs designee.
3. Friends of Herriman acknowledge that any staff overtime costs, affiliated with events, programs and activities that are not recognized by the City or are not sponsored by the City

will be covered in whole by the Friends of Herriman. Friends of Herriman will submit a completed Special Event Permit Application to the Events Department for non-recognized or non-sponsored events. City Staff and the Herriman Police Department will review the application to determine the level of staffing necessary to safely execute the event, program or activity.

4. Friends of Herriman, in furtherance of its purpose to support the City, shall keep the City fully informed as to its activities and plans and shall do so through the City Manager's designee, either directly or as provided for in By-Laws.
5. Friends of Herriman shall not undertake or conduct any activity at any City facility or bring any property to a Herriman City facility without prior approval from the City, nor will the Friends of Herriman undertake any activity contrary to the Certificate of Incorporation, By-Laws or Mission statement of Friends of Herriman (as they may be amended from time to time provided amended copies are delivered to the City, which are included in this agreement as Appendices.) When the City receives such requests for approval of activities at a facility, the City shall determine the availability of space and other requirements that might be needed to safely execute the activities.
6. The City may provide specific storage areas for the Friends of Herriman to hold necessary supplies and equipment. The City will determine any available allocation of storage space for the Friends of Herriman. Allocation of storage will be based primarily on the needs of the City and secondarily the Friends of Herriman. The Friends of Herriman and the City shall coordinate access to the storage areas.
7. To assist in the facilitation of events, programs and activities, the City shall provide functional space, when available, for rehearsals, meetings, programs and activities. The space should be in good operational condition with the necessary utilities to operate under normal day-to-day business circumstances. Any additional utility upgrades or requests will be covered in whole by the Friends of Herriman and after approval by the City. The City may adjust, cancel or move reserved rooms due to official City business with 72 hours advanced notice or immediately in the case of an emergency.
8. All funds and property received by the Friends of Herriman will be expended, distributed and applied in a manner consistent with the provisions of its Certificate of Incorporation, By-Laws and Mission Statement, and the restrictions conferred by the laws of the State of Utah upon not-for-profit organizations, including, but without limitation thereon, to raise funds and to receive gifts, devises, bequests and contributions in any form, and to use, apply, invest and reinvest the principal and/or income therefrom or distribute the same for the above purposes.
9. To ensure the goals of the City and the Friends of Herriman are complementary, the Friends of Herriman and City shall cooperate and exchange planning documents, grant applications, and other such initiatives and proposals as appropriate pertaining to the physical and programmatic development of City parks, trails, events, programs and activities.
10. To promote public outreach and notifications, the City and Friends of Herriman shall collectively share information and resources through websites, social media platforms and print media. The City shall have final approval, through the City Communications

Department, on any and all flyers, advertisements, notices, etc., that include the City logo. Friends of Herriman will cover all cost and responsibility for Friends of Herriman marketing, advertising, graphic design and content. The City may allow Friends of Herriman to advertise utilizing City assets, including, but not limited to billboards, social media and print media when available.

11. Friends of Herriman shall cover all costs for office supplies, printing, mailing, office furniture, computer equipment and software. Printing includes paying for all costs associated with banners, signs, flyers, newsletters not related to the City issued newsletter, playbills or programs.
12. Friends of Herriman shall, at its own cost, secure and submit during the term of this Agreement, a certificate of insurance with the minimum listed coverage described herein. Friends of Herriman shall also provide an endorsement of coverage for the same amounts, for the City of Herriman, its agents, representatives, officers, directors officials, and employees as additional insured. Within fourteen (14) calendar days after the execution of this Agreement, Friends of Herriman, shall furnish to the City an insurance certificate and endorsement of coverage. All policies of insurance required by this Agreement shall be issued by insurance companies licensed to do business in the state of Utah. The minimum insurance coverage required of Friends of Herriman under this Agreement shall be, the minimum amount of \$1,000,000 per occurrence with a \$2,000,000 general policy aggregate.
13. Friends of Herriman agrees to protect, indemnify, save and hold harmless, Herriman City, including its elected and appointed officials, employees, agents, and contractors, from and against any and all demands, liabilities, claims, damages, actions, or proceedings, in law or equity relating to or arising from the negligent acts, errors, and omissions of the Friends of Herriman. Nothing herein shall be construed to require Friends of Herriman to indemnify Herriman City against Herriman's own negligence.
14. Should the Friends of Herriman wish to make a budgetary request to the City by completing a General Fund Grant Application. The City operates on a biennial budget and the fiscal year is from July 1 – June 30. The Friends of Herriman is required to present an annual report to include programs offered, services provided, volunteer hours and budget to City Council.
15. Any notices under this agreement shall be sent directly to the following for each party:

Herriman City
Attn: City Manager
5355 W Herriman Main Street
Herriman, Utah 84096

Herriman City
Attn: City Attorney
5355 W Herriman Main Street
Herriman, Utah 84096

Friends of Herriman Parks, Trails, Arts and Culture
Attn: Chair
13011 S Pioneer Street
Herriman, Utah 84096

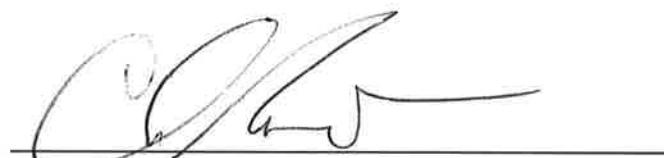
16. The terms of this Memorandum of Understanding shall be three years. Either party may terminate this agreement at any time prior to the expiration of the three-year term upon thirty (30) days' written notice to the other party. This agreement shall terminate automatically in the event of the dissolution of the Friends of Herriman. This MOU may be reviewed and renewed by mutual consent of the parties in writing.
17. This agreement may not be amended, modified or otherwise changed unless done so in writing and signed by both parties.

HERRIMAN



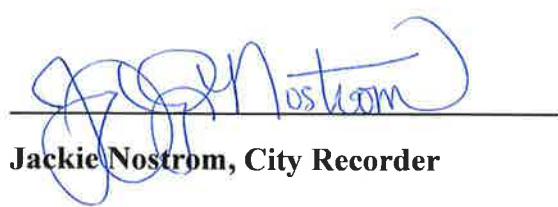
Mayor Lorin Palmer

FRIENDS OF HERRIMAN



Chair, Chris Berbert

ATTEST:



Jackie Nostrom, City Recorder

