

MEMORANDUM OF UNDERSTANDING

between

FRIENDS OF REA PARK, INC.

and

THE TERRE HAUTE PARKS BOARD and THE TERRE HAUTE PARKS AND RECREATION DEPARTMENT

This Memorandum of Understanding (“MOU”) is entered into by and between Friends of Rea Park, Inc. (hereinafter “FORP”) and the Terre Haute Parks Board/Parks & Recreation Department (hereinafter “THP&RD”), dated this _____ day of _____, 2018.

WHEREAS, FORP, is a not-for-profit entity organized under the laws of the State of Indiana and was founded in October 2014 for the sole purpose of assisting the City of Terre Haute (hereinafter “CTH”) and THP&RD in protecting and enhancing William S. Rea Park (hereinafter “Rea Park”);

WHEREAS, the THP&RD was established as a part of the CTH political subdivision to maintain all park property in the CTH for the benefit of its citizens; and

WHEREAS, the Parties seek to enter into the terms of this MOU for the purpose of outlining the roles of the Parties as it relates to future improvement projects at Rea Park.

NOW THEREFORE, in consideration of the following mutual undertakings and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Administration:

- a. FORP will maintain an office, preferably in donated space located in downtown Terre Haute.
- b. FORP will utilize meeting and event space as available at CTH properties for FORP business purposes and the cultivation of donors, supporters and businesses.
- c. The THP&RD will make available for use facilities such as city hall, the city parks office, city parks, and city golf courses pursuant to availability and adequate notice.

- d. FORP will maintain telephone services for the project. The THP&RD will provide reasonable assistance in printing, copying/scanning, and booklet development
- e. FORP will be responsible for all expenditures related to the use and procurement of its office supplies, office furniture, computer equipment and FORP specific software.

2. Marketing & Communications

- a. FORP will review all published content with THP&RD branding or messaging prior to its release and with consent, in writing, from the CTH for the use any licensed trademarks.
- b. THP&RD will review large project or event content as needed.
- c. THP&RD will reasonably assist in conducting sizable mass mailings.
- d. THP&RD will reasonably assist with TV, radio, and social media marketing as requested.
- e. FORP will utilize editing and review services as needed for smaller projects, events or publications.
- f. FORP will utilize graphic design and public relations services when needed, giving preference to Vigo County vendors/providers.
- g. FORP will maintain an internet web site and Facebook presence during the term of this MOU. The website will be housed at GoDaddy.com, with the address of www.friendsofreapark.com .

3. Finance

- a. The fiscal agent for FORP is Sackrider & Company, Inc., 1925 Wabash Avenue; Terre Haute, IN 47807 (hereinafter "Sackrider & Company").
- b. Annual IRS tax returns for FORP will be prepared by Sackrider & Company and filed by FORP.
- c. Sackrider and Company will prepare periodic financial reports and related financial schedules for use by FORP and THP&RD.

- d. Sackrider & Company will maintain fiscal software and a financial database for FORP to provide an appropriate level of internal control. FORP will have unlimited access to the data. The THP&RD will have access to this information by request to FORP.
- e. Sackrider & Company will provide pledges receivable and accounts payable accounting services.
- f. FORP will maintain an account with the First Financial Bank of Terre Haute, IN. FORP may also to establish a brokerage account with an investment firm.
- g. Signing authority for FORP's financial account is limited to the FORP governing board's president and treasurer.
- h. Any contracts, grants, payments or other financial commitments will be approved by the voting members of FORP Board of Directors only.
- i. All funds paid out for essential services, supplies, events, rentals, or transportation, etc. during the project will have the approval of the FORP's Board of Directors.
- j. FORP will establish a fundraising/investment committee of community leaders who have demonstrated experience in fundraising and finance. The FORP, THP&RD, and Sackrider & Company will be assured representation on this committee.
- k. No collected personal information by FORP will be publicly disseminated or sold without express consent of the owner of the data/personal information.

4. Staff

- a. The president of FORP will meet regularly with the THP&RD superintendent to review regular tasks, projects, events and grant funding in relation to the Rea Park renewal project. FORP will present and/or provide updates as requested to the THP&RD board throughout the term of this MOU. FORP president will be added to the distribution list indicating the date and time of the regular monthly meetings of the THP&RD board.
- b. FORP will notify THP&RD of activities in which CTH participation is requested to individuals such as the mayor, city attorney, members of the city council, parks board

members, the parks superintendent or his designee, THP&RD Director of Golf, the Rea Park golf pro, Rea Park greens superintendent and course staff, among others.

- c. CTH representatives and officials are encouraged to:
 - i. Become familiar with the details of the FORP renewal study.
 - ii. Join with FORP to identify final park master and clubhouse plans, and a timeline for project implementation phases.
 - iii. Actively participate/cooperate in informing the greater Terre Haute community of the FORP renewal study.
 - iv. Lend assistance in planning and implementing fundraising efforts, including grant proposal development.
 - v. Be willing to seek out assistance from the Terre Haute Legal Department during all phases of the project when needed.

5. Events

- a. The THP&RD will support the project by waiving the costs of rental or usage fees, upon presentation and approval of the THP&RD Board, associated with FORP events conducted on THP&RD property.
- b. The THP&RD will reasonably provide necessary personnel support and material support for all FORP events on THP&RD property.

6. Distribution of Funds

- a. No formal budget will be required for FORP.
- b. The Parties understand and agree that certain grants and/or donations may be restricted by the grantors and/or donors for specific uses at Rea Park. As such, FORP shall maintain a record of any such restrictions and provide a description of such to THP&RD upon any distribution of funds. Any funds that are not classified as restricted shall be presumed to be unrestricted.

- c. FORP will provide a distribution of funds only upon a showing of readily available funds, without prior obligation or commitment, from existing cash and investment balances.
- d. Fund distribution process:
 - i. FORP will strive to dedicate funds, as appropriate and in conjunction with the CTH and THP&RD, prior to the commencement of any contract or project.
 - ii. Vendors and the THP&RD shall submit written requests for payment or funding to FORP, whose board of directors will have final approval prior to the disbursement of any funds.
 - iii. Awards and distribution of funds from FORP to the THP&RD or other service providers will be on an item-by-item, case-by-case basis, and may be restricted with regard to the use of said funds.

7. Insurance

- a. FORP agrees to carry liability insurance in accordance with THP&RD rules and to name the CTH and the THP&RD as additional insured parties for any events that might be staged at or on CTH or THP&RD property.

8. Governance

- a. FORP shall conduct its operations in accordance with its own bylaws. FORP will abide by all local, state and federal laws when staging events in or on CTH or THP&RD property.

9. Term of MOU

- a. This MOU supersedes any previous agreement between FORP, CTH and the THP&RD.
- b. This MOU will automatically terminate on December 31, 2022. This MOU may be renewed, in writing, within thirty (30) days of its expiration upon agreement of all Parties.

10. Termination

- a. This MOU may be terminated by any party in the event another party materially breaches any of its obligations hereunder, and does not cure such breach within twenty-one (21) days after receiving notice, in writing, thereof.

11. Miscellaneous

- a. This MOU may not be assigned by any of the parties without the prior written consent of the other parties.
- b. This MOU shall be governed by the laws of the State of Indiana.
- c. This MOU may only be modified by an instrument in writing signed by all parties.
- d. A waiver of a breach of any of the provisions of this MOU shall not be construed as a continuing waiver of other breaches of the same or other provisions.
- e. This MOU embodies the entire understandings of the parties hereto and supersedes any and all prior agreements, arrangements, and understandings related to the matters provided herein.

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SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have, by duly authorized representatives, entered into this MOU. The parties have read and understand the foregoing terms of this MOU and do by their respective signatures dated below hereby agree to its terms.

**City of Terre Haute Parks and Recreation
Department**

By: 

Printed Name: Eddie Bird

Title: Superintendent

Date: 8-14-18

City of Terre Haute Park Board

By: 

Printed Name: _____

Title: _____

Date: _____

Friends of Rea Park, Inc.

By: 

Printed Name: O EGAN ELLIOTT

Title: TREASURER

Date: August 14, 2018