

STATE OF TEXAS §
§ **Memorandum of Understanding between**
§ **City of Sachse, Texas and Friends of**
COUNTY OF DALLAS § **Sachse Park and Recreation**

This Memorandum of Understanding (“MOU”) is made by and between the City of Sachse, Texas (the “City”) and Friends of Sachse Parks and Recreation (the “Friends”), (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

Recitals:

WHEREAS, the Friends are recognized as a Domestic Nonprofit Corporation by the Secretary of State of the State of Texas; and,

WHEREAS, the Friends’ bylaws state that the purpose of the organization is to “support the City of Sachse Parks and Recreation Department in providing programs and facilities to promote the social, cultural and recreational well-being of all residents of the City of Sachse”; and,

WHEREAS, the City of Sachse Parks and Recreation Department is the departmental custodian of the City’s real estate, buildings, and other recreational and entertainment facilities, and operates a wide variety of programs and services; and,

WHEREAS, the Friends desire to support the City of Sachse Parks and Recreation Department’s mission and has the opportunity to accomplish more than public funding will allow; and,

WHEREAS, the City desires to partner with private, nonprofit and not-for-profit organizations who demonstrate a willingness to align with the City’s vision, mission and goals to further the cultural and recreational opportunities and amenities available to the City’s residents; and,

WHEREAS, the City Council places a high value on volunteerism and citizen involvement within the City; and,

WHEREAS, the Friends have demonstrated a commitment to the noble values of serving the public and furthering the adopted goals and purposes of the City of Sachse Parks and Recreation Department;

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Board Participation:

- 1.1. Any current voting member of the Friends Board of Directors who simultaneously serves as a member of either the Parks Board or the City Council shall abstain from both voting and participating in discussions at either a Parks Board meeting or City Council meeting as applicable when action is being considered on a Friends' project or program.
2. Use of the City's Mailing Address:
 - 2.1. The City agrees to allow the Friends to use the City's Parks and Recreation Department mailing address to receive regular postal parcels subject to the following:
 - 2.1.1. Parcels intended for the Friends shall be labeled as follows: The Friends of Sachse Parks and Recreation, c/o City of Sachse Parks and Recreation Department, 3815-B Sachse Road, Sachse, Texas, 75048.
 - 2.1.2. The City Parks and Recreation Department agrees to receive parcels addressed to the Friends and to hold said parcels until they are retrieved by the Friends. The Friends shall provide the City a list of persons eligible to retrieve Friends' parcels and shall provide the City with notice of any changes to the eligibility list. The City shall not be responsible for delivery of parcels to Friends.
 - 2.1.3. The City shall not be held responsible or liable for any lost or damaged parcels in any way including but not limited to mailed dues, checks, donations, or other items of value.
 - 2.1.4. Receipt of the Friends' parcels by the City is limited to regular mail only. Employees of the City shall not sign for or otherwise accept any delivery other than regularly mailed parcels.
3. Access to City's Media:
 - 3.1. Subject to the Friends' compliance with the provisions of this MOU, the City agrees to include notices of regular Friends' meetings on the City's marquis sign located at 3815-B Sachse Road subject to the availability of space on the sign. The Friends understand and agree that the marquis is primarily used for public information and that notices of regular meetings at times are omitted from the marquis in the interest of providing priority information to the public. The City Manager or designee is responsible for content provided on the marquis and any decision to exclude a Friends' notice of meeting from the marquis shall be final.
 - 3.2. Subject to the Friends' compliance with the provisions of this MOU, the City agrees to include an internet link to the Friends' website on the City's Parks and Recreation webpage. Additional links to the Friends' website may be included on other City webpages with approval of the City Manager or designee. The Friends

shall submit a request in writing to the Director of Parks and Recreation for any internet link to be placed on the City's website.

- 3.3. Subject to the Friends' compliance with the provisions of this MOU and the availability of print space on printed media and materials, the City may include information about the Friends in printed material produced for the purpose of providing recreational and cultural information or opportunities to the residents. Any request for including the Friends' information in a City publication is subject to space limitations, funding availability and approval of the City Manager or designee. The Friends shall submit any requests for inclusion in printed materials in writing to the Director of Parks and Recreation.

4. Project & Program Submission & Approval

- 4.1. The Friends agree to pursue projects and programs that are consistent with the City's Parks, Recreation and Open Space Master Plan (the "Master Plan"), current revision.
- 4.2. Any projects and programs undertaken by the Friends impacting City property shall not commence without the approval of the City Council and Friends providing the required insurance as set forth in Section 8. No project or program shall be allowed on City property, other than a project or program allowed by any park user, without the prior approval of the City Council.
- 4.3. The Friends shall submit a request in writing for approval for a project or program to the Director of Parks and Recreation. The request shall include the following items:
 - 4.3.1. Description of the proposed improvements or program;
 - 4.3.2. A plan showing proposed improvements (if applicable);
 - 4.3.3. An itemized opinion of cost (if applicable);
 - 4.3.4. An itemized annual maintenance and operation costs (if applicable); and
 - 4.3.5. Additional items identified by the Director of Parks and Recreation as being necessary to evaluate the request.
- 4.4. The Director of Parks and Recreation shall determine whether any individual project or program is consistent with the Master Plan and shall provide said determination in writing to the Friends within ten (10) business days after receiving said request.
 - 4.4.1. Following the tenth (10th) business day after the request is received by the Director, if the Director finds that the request is consistent with the Master Plan, the Director shall place the request on the next regularly scheduled Parks Board agenda. The Parks Board shall have up to three (3) additional regular scheduled meetings, in which a quorum is present, to discuss and act on the request by either approval or denial of the request. If the Parks Board fails to take action on the request by the third regularly scheduled meeting, following the meeting at which the request was

presented, the request shall be automatically forwarded to the next available regular City Council meeting for consideration. Parks Board discussion items related to the Friends projects and programs not in response to a project or program request may be included on Parks Board agendas at the discretion of the Director or Parks Board Chairperson.

4.4.2. Following the tenth (10th) business day after the request is received by the Director, if the Director finds that the request is not consistent with the Master Plan then The Friends may first consult with the Director as provided for in Section 4.4.2.1. If, after consulting with the Director, the Director's finding is that the request is not consistent with the Master Plan, the Friends may appeal the Director's finding to the Parks Board as provided for in Section 4.4.2.2

4.4.2.1. The Friends may consult with the Director to determine if there is a mutually agreeable modification to the program or project that will result in the request being consistent with the Master Plan.

4.4.2.2. The Friends may appeal the Director of Parks and Recreation's finding that the request is not consistent with the Master Plan to the Parks Board at the next regularly scheduled Parks Board meeting subject to legal agenda posting requirements by submitting a request to appeal to the Director.

4.4.2.3. The Friends may appeal the Parks Board's finding that the request is not consistent with the Master Plan to the City Council at the next regularly scheduled City Council meeting subject to legal agenda posting requirements by submitting a request to appeal to the Director.

5. Project Delivery:

5.1. Subject to any other funding arrangement or agreement, the Friends shall provide all funding necessary to construct or complete an approved project or project phase. The Director of Parks and Recreation shall review all opinions of cost provided by the Friends for each project or project phase. The Director shall generate a finding of whether an opinion of cost provides sufficient funding to complete a project. Projects with insufficient funding shall not be initiated.

5.2. The Friends shall provide all necessary funding to the City prior to the initiation of additions, alterations, or changes to any existing or new park facility. Funding provided by the Friends and accounted for separately shall be held in a separate, interest bearing account within a City fund.

5.3. A Friends' project involving additions, alterations, or changes to existing or new park facilities shall be delivered by the Parks Department with the assistance of additional City departments where applicable and all funds necessary to complete the project shall be provided by Friends. All projects shall comply with local, state and federal regulations.

5.4. Upon completion of any project or project phase, the City shall prepare a final accounting statement for the project; and, upon satisfaction of all obligations related to the project, the City shall return any remaining funds to Friends.

6. Fund Raising and Funding:

6.1. The Friends shall be solely responsible for all activities associated with accumulating funds and soliciting donations for Friends' projects and programs.

6.2. The City shall not bare any fiduciary responsibility related to the Friends in addition to fiduciary responsibilities specifically included in this Memorandum of Understanding.

6.3. The Friends shall provide to the Director a complete copy of the Friends' annual tax filing to the United States of America Internal Revenue Service including copies of all completed forms, worksheets, and support information prior to the first of May each year.

6.4. The City shall not be required to provide tools, equipment, personnel, materials, or other goods or services necessary to complete a project or program as a result of this Memorandum of Understanding. Nothing in this MOU shall prohibit the City from participating with the Friends on project or program implementation.

7. Ownership:

7.1. Upon the completion of a City approved Friends' project on City property, the City shall be the sole owner of the project with sole discretion to continue, expand, terminate, remove, demolish or otherwise alter or eliminate the project upon approval by the City Council. However, if the City Manager determines that such a project creates an immediate safety risk, the City Manager or designee has the authority to remove or demolish or otherwise make safe the project. The City Manager's decision is final.

8. Insurance:

8.1 Prior to the Friends, or any of Friends' contractors or subcontractors, commencing any projects or programs on City property, the Friends shall procure and maintain the following insurance policies at its expense:

8.1.1 A comprehensive general liability policy for bodily injury, death and property damage insuring against all claims, demands or actions relating to the Friends' performance of services pursuant to this MOU with a minimum combined single limit of not less than \$1,000,000.00 per occurrence for injury to persons (including death), and for property damage;

8.1.2 Automobile liability policy covering any vehicles owned and/or operated by the Friends, its officers, agents, and employees, and used in the performance of this MOU with policy limits of not less than \$500,000.00 combined single limit and aggregate for bodily injury and property damage; and

8.1.3 Statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of the Friends' employees involved in the provision of services under this MOU with policy limits of not less than \$500,000.00.

8.2 All policies of insurance shall be endorsed and contain the following provisions: (1) the City, its officers, and employees shall be named as additional insured as to all applicable coverage with the exception of Workers Compensation Insurance; (2) provide for at least thirty (30) days prior written notice to the City for cancellation of the insurance; and (3) provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance. The Friends shall provide written notice to the City of any material change of or to the insurance required herein.

8.3 All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

8.4 A certificate of insurance and copies of the policy endorsements evidencing the required insurance shall be submitted prior to commencement of services and upon written request of the City.

9. Termination:

9.1 The City or Friends may terminate this MOU with or without cause by providing written notice of said termination to the Friends President. Any funds remaining with the City will be returned to the Friends within thirty (30) days of the termination notice. However, if any projects remain uncompleted at the time of termination, the funds will be returned as provided in Section 5.4.

(signature page to follow)

EXECUTED this _____ day of _____, 2014.

City of Sachse, Texas

By: _____
Name: _____
Title: _____

EXECUTED this _____ day of _____, 2014.

Friends of Sachse Parks and Recreation

By: _____
Name: _____
Title: _____