

**Memorandum of Understanding
Between
The City of Monona
And
The Friends of San Damiano, Inc.**

This Memorandum of Understanding (“MOU”) is entered into by the City of Monona, a municipal corporation (“City”) and the Friends of San Damiano, Inc., a 501(c)3 corporation (“FOSD”) to cooperate, including facilitating efforts for a fundraising campaign on behalf of the City related to the City’s purchase, and provide for FOSD input and support to the City concerning ongoing operations and capital maintenance of the former San Damiano Friary property at 4123 Monona Drive (“Property”).

DECLARATIONS

WHEREAS, the City reached an agreement to purchase the Property from the St. Norbert Abbey (“Abbey”) on September 8, 2020 for a purchase price of \$8.6M; and

WHEREAS, the City will take ownership of the Property on June 1, 2021; and

WHEREAS, FOSD is an independent, private non-profit corporation whose mission is to advance the use of the property commonly known as San Damiano as a place for public recreation, interpretive programming, and peaceful reflection. FOSD was formed on July 20, 2020 to encourage and support the acquisition of the Property, to assist the City in the facilitation of a fundraising campaign to help reduce the City’s cost of Property acquisition and financially support the on-going operating and capital needs of the City’s utilization of the Property for the public, and to provide input to the City on the future uses of the property.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties agree to work together cooperatively towards establishing and realizing the vision and the goals of the San Damiano Project, recognizing the proper roles, responsibilities, capabilities and authority of each that are set forth in this MOU.

BACKGROUND AND CONTEXT

- A. The intent and purpose of this MOU is to set forth the terms of the relationship between the FOSD and the City as they work together to realize the multi-year initiative to secure, purchase and establish public usage of the Property (“San Damiano Project” or “Project”).

- B. Recognizing that the funding required to support the San Damiano Project at the scale and quality envisioned by the public goes beyond the likely sources of Public Funds available, the parties recognize that facilitating private contributions to support the project will be necessary. However, raising and managing such private funding is not a traditional function of the City and is not a function the City has the current capacity or desire to undertake. The City therefore desires to receive input and assistance from the FOSD to raise private funds to support the Project
- C. To best support the mutual goals of preserving and maintaining the Property at the scale and quality envisioned by the public, the FOSD agrees to undertake efforts to raise private funds for the Project and advocate for the support and long-term success of the Property.

I. DEFINITIONS

- A. **San Damiano Project:** “San Damiano Project” as used in this MOU means the City of Monona’s initiative to purchase, operate, and manage the Property as publicly accessed open space on Lake Monona. The City endeavors to conduct a visioning and master planning process to gain input from members of the public prior to determining uses for the Property.
- B. **Components:** “Components” as used in this MOU means specific projects that the City Council identifies and approves as part of the San Damiano Project, including, but not limited to, a visioning and master plan process (“San Damiano Master Plan”).
- C. **Private Funds and Philanthropy:** “Private Funds” and “Philanthropy” (“Philanthropic”) as used in this MOU means financial and other contributions and commitments from the private sector, including from individuals, corporations, and from community, family, and corporate foundations, as well as donor advised funds.
- D. **Public Funds:** “Public Funds” as used in this MOU means funding from sources other than Private Funds and Philanthropy. Examples include funds from county, state, and federal grants, other government entities, earned income, and legislative appropriation.

II. ROLES AND RESPONSIBILITIES

A. Shared Roles and Responsibilities:

1. Maintain sustained commitment to the San Damiano Project as a City-owned, destination on Lake Monona.
2. Strive to build public awareness of the San Damiano Project.
3. Share San Damiano Project communications and design messaging, promotional media, and graphics.
4. Establish and maintain strong communication and mutual understanding between the parties in pursuit of the San Damiano Project.
5. Be supportive of each other in realizing the San Damiano Project.
6. The parties shall provide ongoing and timely notice and information to each other as reasonably necessary for each party to discharge its roles and responsibilities.
7. The City and FOSD, through participation on the Project Steering Committee, will develop a Request for Proposal (RFP) process for selection of a professional consultant(s) for the San Damiano Master Plan, and provide a recommendation to the City Council on the selection of a professional consultant(s).

B. City's Roles and Responsibilities: Ownership, Decision Making, Public Fundraising and Project Management

1. The City will complete the Property purchase from the Abbey as determined by the City.
2. The City will be the owner of the land and any public improvements associated with the Property, which shall be regulated by the City in its sole discretion.
3. Should the City close on the Property, the City will provide FOSD with access to the Property for the purposes of holding events and giving tours of the land, the house, and the garage to introduce individuals and groups of donors to the Project and to hold special events such as but not limited to a capital campaign kickoff celebration. Access will include parking along the paved land and permission to serve refreshments. All access shall be only with prior notice to, and consent of, the City. The time, date, manner, extent of access, and permitted activities on the Property, provided to FOSD shall be in the reasonable discretion of the City.
4. The City will have the final authority for approval of all Components of the San Damiano Project and will receive input from FOSD, appropriate City Committees and Commissions, and the public in making decisions.

5. The City will be responsible for the ongoing management, programming and maintenance of the Components of the San Damiano Project in its sole discretion.
6. The City will seek Public Funding, including state, county, and federal funding for the San Damiano Project.
7. The City will direct all Philanthropic inquiries and opportunities to the FOSD.
8. The City will cooperate with the FOSD on Private and Public Fundraising for any capital and operating projects related to the Property.
9. The City will cooperate with the FOSD on Philanthropic pursuits where public sector involvement, in-kind contributions, or local financial matches are needed.
10. The City will consider recognizing the Philanthropic donors and will, when appropriate, receive input from FOSD to provide appropriate recognition opportunities for major donors. The type and extent of recognition on the property, if any, shall be in the sole discretion of the City, with advice and consent from the FOSD.
11. The parties intend to undertake a public Visioning and Master Planning process for the Project. A professional consultant/facilitator will be retained to facilitate that planning process, which will be lead and managed by the Project Steering committee and funded as provided in section C.6 below.
12. In consultation with the Project Steering Committee, the City will lead and manage the selection, hiring, and ongoing management of any professional consultants.
13. The City will manage the security, operation, and ongoing maintenance of the Property.
14. The City will explore the Abbey's interest in partnering in legislative public education and support efforts related to potential Federal, State, and County grant applications in support of the City's acquisition and maintenance of the Property.
15. Depending on the budgetary priorities established by the Mayor and Common Council, the City may fund the completion of an archaeological and tree inventory survey to further inform the Master Planning process.
16. The City may develop and secure any MOUs, contracts, or other partnership documents as necessary to support the above listed efforts in its sole discretion.

C. Friends of San Damiano Board's Roles and Responsibilities: Advocacy and Private Fundraising

1. The FOSD will provide fundraising expertise and capacity to the San Damiano Project and will actively raise Private and Philanthropic Funding for all aspects of the Project and be the primary liaison to the Philanthropic community.

2. The FOSD will coordinate and lead the pursuit of Private Funding and Philanthropy, including donor prospect strategy, communications, and timing and as needed for specific projects and Components related to the San Damiano Project. FOSD shall inform the City and provide the City an opportunity for input on any public communications to the extent reasonably feasible. No public communications shall use the name, logo, or other marks of the City; or state or imply participation of the City; without the prior consent of the City.
3. The FOSD will assist the City in advocating for the implementation and long term sustainability and success of the San Damiano Project, including stakeholder cultivation, awareness-building and promotions.
4. The FOSD will, in its discretion, secure and fund the services of a fundraising professional(s) to design and implement a capital campaign to support the City's acquisition of the Property, the public Visioning and Master Planning process, and the on-going operating and capital maintenance needs of the Property.
5. The FOSD will coordinate with the City on the design and implementation of a public relations, programming, and communications plan related to the on-going fundraising efforts for the Property acquisition and on-going operations.
6. The FOSD will fundraise to secure and fund the services of a professional facilitator(s) to design and implement a public visioning and master planning process for the Property, as a new Lake Monona asset.
7. The FOSD will assist the City as needed and requested, in developing MOUs, contracts, or other partnership documents (if any) that are related to the public visioning and master planning process.
8. Funds raised by FOSD shall be held by FOSD and will be available for 1) City approved needs, including the acquisition of the Property and on-going operations and maintenance; and 2) for use by FOSD for its fundraising and communications/public relations purposes.
9. Upon request by the City and upon approval by the FOSD Board of Directors, funds for the City's purposes will be released by FOSD to the City. Such approval shall not be unreasonably withheld or delayed. Upon City request, the FOSD shall provide an accounting of funds raised and held by FOSD.

III. COORDINATION

To better coordinate the work of the FOSD and the City, the City shall form an ad hoc committee appointed by the Mayor, and confirmed by the City Council, consisting of ten (10) people. The members shall be appointed in the discretion of the Mayor but with the desire of the parties that it be made up of four individuals representing the City, four representing FOSD, recommended for appointment by the President of FOSD, the President of FOSD and the Mayor of Monona ("Project Steering Committee"). The purpose of the Project Steering Committee will be to provide advice to the City and the FOSD on all issues identified in this MOU by providing input on key issues if/when they arise and provide direction on the above

identified activities such as leading the public Visioning and Master Planning process, including recommending and working with a consultant/facilitator. The Mayor shall serve on the committee in an ex officio capacity and shall be authorized to vote only in the event of a tie vote by the other members of the committee. The President of FOSD shall serve on the committee in an ex officio capacity and shall not be authorized to vote. The Project Steering Committee shall be co-chaired by the Mayor and the FOSD President (or their respective designees). The Project Steering Committee will be assisted by appropriate city staff members, as determined by the Mayor and the City Administrator.

The role and membership of the Project Steering Committee will be reevaluated by the City and the FOSD upon completion of the Visioning and Master Planning process.

IV. CONSTRAINTS

The parties acknowledge the following constraints on their mutual efforts under this MOU:

- A. All restrictions associated with public funds (state, county, or federal funding), including for construction materials, procurement, private advertising, and use of public land, shall be observed even if they impact project flexibility, costs, and timelines. The City shall have sole discretion as to whether to accept such public funding subject to conditions.
- B. All applicable public bidding and City procurement policies and regulations must be followed as directed by the City.
- C. The ability to maintain project timelines is often beyond the control of the parties due to unforeseeable changes in Public Funding, land acquisition challenges, permitting delays, soil conditions, and other factors.
- D. The City and the FOSD recognize that Private and Public Funding cannot be guaranteed for any of the Components of the San Damiano Project.
- E. Unforeseen fluctuations occur in the Philanthropic environment and general economy that could impact the FOSD's ability to achieve fundraising milestones.
- F. Both parties have limits to organizational capacity, especially in the areas of staffing and financial resources.

V. TERMS

- A. **Term of MOU:** This MOU shall not expire, however either party may terminate this MOU, for any reason or no reason, upon sixty (60) days written notice to the other party. This MOU and its terms may be amended upon mutual written agreement by both parties. The parties shall meet and confer concerning the relationship, responsibilities, and appropriate amendments to this MOU, after the master plan is complete.
- B. **Effective Date:** This MOU is effective upon the last date of signature below.

City of Monona:

Signature: Mary K. O'Connor

Name: Mary O' Connor

Title: Monona Mayor

Date: 5/26/21

Friends of San Damiano:

Signature: AK

Name: Andrew Kitslaar

Title: President, Friends of San Damiano

Date: 6/18/2021