
Community Initiative Cooperation Agreement

The Church of Jesus Christ of Latter-day Saints
SANTAQUIN (Utah)

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City Phone Number:

801-754-3211

City Address:

110 South Center Street
Santaquin, UT 84655

City Email:

office@santaquin.gov

Effective Date:

April 1, 2025

This COMMUNITY INITIATIVE COOPERATION AGREEMENT (this “**Agreement**”) is made between THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole (“**Donor**”), and Santaquin City, a political subdivision of the State of Utah (“**City**”), to be effective as of _____(the “**Effective Date**”).

RECITALS

- A. Donor is a tax-exempt 501(c)(3) organization affiliated with the worldwide religious denomination The Church of Jesus Christ of Latter-day Saints (the “**Church**”). Donor conducts the nonprofit business of the Church in support of its religious, charitable, educational, and humanitarian purposes.
- B. City is a political subdivision of the State of Utah and is classified as a Fourth Class City under Utah Code § 10-2-301.
- C. City sponsors, organizes, and manages a number of programs and events designed to benefit, assist, and improve the quality of life for individuals living within or near its borders. City often is in need of assistance from volunteers and/or physical space where it can hold its Community Initiatives. As used in this Agreement, “**Community Initiatives**” is defined to include programs or events (which may sometimes be referred to as “Operation My Hometown”) organized and operated by City where Donor provides some type of organized and predetermined assistance (collectively and individually, “**Community Initiatives**”).
- D. The parties desire to cooperate to fulfill their respective purposes.

The parties THEREFORE agree as follows:

AGREEMENT

1. THE PROJECT. Pursuant to the terms of this Agreement, Donor agrees to assist with recruiting volunteers and allowing City to use certain real property **Facilities** (defined below) owned by Donor, and City agrees to screen, conduct any necessary background checks, train, and supervise volunteers, and take all reasonable steps when operating Community Initiatives other than Donor Events (defined below).

2. DONOR’S CONTRIBUTIONS. Donor will make the following contributions to City in support of City’s Community Initiatives:

(a) **Volunteers.** Donor will assist City in recruiting volunteers from the community who are willing to help with City’s Community Initiatives, including those willing to volunteer on an ongoing basis for at least one year (“**Ongoing Service Volunteers**”) and those willing to assist with project-specific Community Initiatives that occur on a less frequent basis (“**Project Volunteers**”). Donor will gather and provide City with the names and contact information of potential Ongoing Service Volunteers. Donor will publicize and recruit Project Volunteers but Donor is not required to provide the names of Project Volunteers to City in advance. City will conduct the level of review, vetting, background checks, approval, and training of volunteers as City feels necessary for Community Initiatives (as set forth in Section 3(b)). City is not required to perform any review, vetting, background checks, screening, vetting approval or training of volunteers who participate only in Donor Events. Subject to Section 3(b), Donor will designate one or more volunteer coordinators to liaise with City regarding City’s volunteer needs.

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(b) Community Resource Center(s) and Facilities. Donor owns improved real property within City boundaries and will identify one or more properties as potential community resource centers ("**Center(s)**"). The Parties will consult and agree as to which identified property or properties will be designated as a Center.

- i. **Donor Events.** Donor may (at Donor's option) host community activities inside the Center(s) ("**Donor Events**"), which can include, but are not limited to, classes or activities related to self-reliance, continuing education, personal enrichment, healthy living, sports, or other topics. Donor Events organized and operated by Donor will be in furtherance of City's Community Initiatives and, upon the City's consent, Donor may use the name of any Community Initiative at any Center and in advertising or promotion, or in any other manner in connection with such Community Initiatives.
- ii. **City Events.** With Donor's permission, City may use real property owned by Donor with the majority of each event occurring outside Center(s), (including but not limited to parking lots, pavilions, lawns, fields, etc.) for Community Initiatives (that real property, "**Facilities**"). Community Initiatives that take place on Facilities but that are organized and operated by City are "**City Events**." City Events may include but are not limited to food bank pickup, neighborhood fun nights, dances, sports, health fairs, or other neighborhood events.
- iii. **Project Plan.** City will request permission to use Facilities by contacting Donor regarding the proposed use. If the parties agree, they will execute a "**Project Plan**", substantially in the form attached as **Exhibit I**, which sets forth (1) the address of the applicable Facilities and property name, if applicable; (2) the portions of the Facilities that City would like to use; (3) the name of the City Event(s) to be held at the Facilities; (4) a description of the City Event(s) ("**Program Objectives**"); (5) the City Event(s)' start and completion dates and times, including whether the City Event will be held weekly, monthly, or at another regular interval; (6) whether City is requesting any donations from Donor in connection with the City Event(s) and, if so, a description of the donated services ("**Services**"), Commodities (defined below), or Funds (defined below) to be provided by Donor; (7) the parties' primary contacts for the City Event(s); and (8) any special, unique, or limiting circumstances pertaining to the City Event(s). In addition, City will execute a Temporary Use Agreement in substantially the same form as set forth in Exhibit II ("**TUA**") relating to the use of Donor's Facilities. City's use of Facilities will be governed by this Agreement, any applicable Project Plan, and any applicable TUA.

The parties acknowledge that, in many or most cases, Centers will be houses of worship and Facilities will include the property surrounding the houses of worship. The parties agree that any house of worship will remain a house of worship. Donor will maintain its religious symbols and may reserve any portions of any Center or Facility for its exclusive use at its sole discretion.

No Center or Facility, including but not limited to houses of worship, will be used by the City or its invitees or guests as a place of protest, demonstration, advertising, canvassing, proselytizing, commerce, merchandising, or politicking. Nor will any Center or Facility be deemed or become a forum for free speech during a Community Initiative or otherwise, whether public, designated, limited, or otherwise. Donor may, at its sole discretion, immediately terminate this Agreement as well as any Project Plan and TUA if anyone alleges, claims, or asserts that any Center or Facility is any type of forum for free speech.

(c) Commodities. City may request, and at Donor's discretion, Donor may contribute, commodities such as food, clothing, hygiene supplies, or other items ("**Commodities**") to be distributed without charge to assist

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with Community Initiatives. Pursuant to Section 2(b), any agreement to contribute Commodities will be memorialized in a Project Plan, substantially in the form attached as Exhibit I.

(d) **Funds.** Either City or Donor may contribute cash (“**Funds**”) to further assist with Community Initiatives. Pursuant to Section 2(b), any agreement to contribute Funds will be memorialized in a Project Plan, substantially in the form attached as Exhibit I.

(e) **Liability.** With regard to events held at Centers and Facilities owned by Donor, Donor will assume responsibility for: (i) premises liability claims (except those attributable to the City or City’s Representatives as described in Section 7 below); and (ii) claims arising from the conduct of Donor’s employees or representatives.

3. **CITY’S RESPONSIBILITIES.** Except for Donor Events, City is solely responsible for operating its Community Initiatives, including but not limited to determining the means and methods for achieving City’s purposes, including but not limited to any objectives described in this Agreement or a Project Plan. City will be solely responsible for all aspects of planning, conducting, and operating Community Initiatives, including but not limited to determining the sufficiency of Facilities (if applicable); supplying all necessary equipment and supplies; contracting with any necessary service providers; determining personnel and volunteer needs; vetting, training, assigning, and supervising volunteers; determining hours of operation; assessing risks and instituting safety and security protocols; etc. With regard to these duties (except for Donor Events, City additionally expressly agrees, represents, and warrants as follows:

(a) **Operations.** As the party responsible for planning and operating Community Initiatives, City represents and warrants that its professional staff or designated volunteers have the experience and training needed to operate Community Initiatives consistent with industry best practices and all applicable government requirements. City further agrees that it will with respect to Community Initiatives (but not Donor Events):

- i. Carefully review and reject or approve projects and events connected to Community Initiatives and keep records related to such review, rejection, or approval; Promptly obtain and maintain any other permits, licenses, or government approvals that might be required for any Community Initiative;
- ii. Comply with industry best practices and any applicable professional standards; Arrange for and train sufficient paid personnel or city-authorized volunteers (“**Staff**”) to manage, monitor, and supervise any Community Initiative;
- iii. Be solely responsible for the performance of its Staff, volunteers, and service providers;
- iv. Maintain records of Community Initiatives related to this Agreement according to applicable laws and professional standards and make such records available to Donor for inspection; and
- v. Treat the personally identifiable information of any individuals participating in a Community Initiative in accordance with Utah law governing records held by a governmental entity.
- vi. City reserves the right to cancel any project without consulting Donor in the event of inclement weather or any unforeseen circumstance that creates undue risk for volunteers or staff.

(b) **Vetting, Training, and Managing Volunteers.** Except for in connection with Donor Events, City expressly agrees that, as City deems necessary, it is solely responsible for vetting, training, assigning, and supervising volunteers who participate in Community Initiatives, including all volunteers recruited by Donor. As

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the City deems necessary, City will conduct appropriate checks into the backgrounds of all volunteers likely to interact with participants in Community Initiatives (in addition to any other screening City elects to conduct) and will exclude any volunteers who are determined to pose an unreasonable risk to others. Moreover, City will train and supervise volunteers in their roles and how to appropriately interact with participants to reduce risks. To the degree City enlists volunteers, such as Ongoing Service Volunteers or Donor's volunteer coordinators, to assist in training, coordinating schedules, facilitating assignments for volunteers, or otherwise assisting in Community Initiatives, City agrees that such coordinators will provide this assistance only under City's direction and control. Unless otherwise agreed by City and Donor, City will not require or permit volunteers to: handle cash; operate machinery or equipment without the necessary experience, training, or licensure; render professional services or opinions unless licensed; or interact unsupervised with children or vulnerable adults. Under no circumstances may volunteers provide babysitting or childcare services. City represents and warrants that volunteers are covered under City's policies of insurance, as provided in Section 3(i).

(c) **Equipment Provided by City.** City may, in its sole discretion, donate computers, furniture, or other equipment to assist in the operation of Centers or Facilities. City relinquishes all ownership rights to such items and the items will be considered a donation to Donor without any obligation or expectation that Donor pay for, maintain, or return the items. To avoid confusion, City will provide a written inventory (email is sufficient) or confirm the accuracy of an inventory prepared by Donor (email is sufficient) listing the computers, furniture, and other equipment that is donated.

(d) **Abuse Reporting.** City will ensure that any allegation of abuse of which City becomes aware is timely reported to law enforcement authorities.

(e) **Commodities.** All Commodities provided by Donor for Community Initiatives will be distributed free of charge. In no event may Donor's Commodities be sold to anyone. City will not modify, remove, or replace the original labeling on any Commodities. All original labels must remain intact as received from Donor.

(f) **Unused Funds or Commodities; Redistribution.** If City uses less than all of the Donor-provided Funds or Commodities intended for a Community Initiative, City will, within 30 calendar days after the Completion Date stated in the applicable Project Plan, (i) return the unused Funds or Commodities to Donor according to Donor's instructions, (ii) reallocate the unused Funds or Commodities to a different Community Initiative as instructed by Donor, or (iii) redistribute the unused Funds or Commodities to a Subgrantee pursuant to Section 3(g).

(g) **Redistribution.** City will not redistribute Funds or Commodities to any other organization without Donor's prior written approval. Redistribution of Funds or Commodities will be permitted only if: (i) the entity receiving the redistributed Funds or Commodities is a government agency or a public charity as defined under sections 501(c)(3) and 509(a) of the U.S. Internal Revenue Code (that agency or charity, a "**Subgrantee**"); (ii) City notifies Donor in writing of the proposed redistribution to Subgrantee; (iii) Donor approves the redistribution in writing within 14 calendar days; (iv) City does not charge a fee for the redistribution, except for reasonable shipping costs; (v) each Subgrantee agrees in writing to comply with the terms of this Section 3(g); and (vi) City's Reports, as required by Section 3(h), include the outcomes achieved by the redistribution.

(h) **Reports.** City will provide the following written reports and acknowledgments to Donor ("**Reports**") according to the deadlines specified below:

- i. An acknowledgment of the receipt of all Funds and Commodities provided by Donor within 7 calendar days after receipt. If Donor provides Funds or Commodities in separate installments or

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shipments, City will provide Donor with an acknowledgment after each installment or shipment.

- ii. Upon written request from Donor for each Community Initiative for which Donor provides Funds or Commodities, a project report within 30 calendar days after the Community Initiative's Completion Date. The project report must include information and data demonstrating (1) how City used the Facilities, Funds, and Commodities (as applicable), including reasonably verifiable information clearly showing that City used all Funds and Commodities consistent with Donor's and the Program Objectives and, if applicable, that the Funds and Commodities were used in the Community Initiatives; (2) how the Program Objectives were achieved; (3) the Community Initiative's Completion Date; and (4) the dates when City used any portion of Donor's Funds or Commodities.

- iii. Any other reports as reasonably requested by Donor.

(i) **Insurance.** Consistent with the Governmental Immunity Act, City will maintain any insurance coverage required by law during the term of this Agreement and, upon Donor's request, will deliver to Donor evidence of any such required insurance coverage.

4. **COMMUNICATIONS BETWEEN THE PARTIES.** Whenever practical, communications to a party regarding the day-to-day operations of the Project will be made to the party's primary contact. Each party will inform the other promptly of any contact information changes

- i. The primary contact for Donor is:
Name: Jim Barry
Telephone: 801-874-8513
Email address: jimbarrydds@gmail.com

- ii. The primary contact for City is:
Name: Jason Bond
Telephone: 801-754-1923
Address: 110 South Center Street
Email address: jbond@santaquin.gov

5. **RELATIONSHIP OF THE PARTIES.** Nothing contained in the Agreement will be construed as making Donor and City partners, joint venturers, employer/employee, agents, alter egos, or representatives of each other or any other entity. City, its Staff, and volunteers are not employees of Donor now or in the future, nor are they entitled to statutory benefits of workers' compensation or unemployment charged to Donor or fringe benefits of any kind from or on Donor's behalf. Volunteers, including Ongoing Volunteers, Project Volunteers and other volunteers recruited by Donor shall not be considered employees, representatives or agents of the City. Donor will have no ownership interest, management rights, obligations, or discretion with respect to City or its operations as a result of Donor's donations or assistance to Community Initiatives. Neither party will obligate the other for any debts or liabilities (except those expressly assumed hereunder) nor represent that it has authority to legally bind the other. The parties' relationship is non-exclusive. Donor may provide funds, commodities, services, and facilities to other parties, including funds, commodities, services, and facilities that are similar to those provided to City. The parties will provide information and documentation to each other as necessary to demonstrate their performance of their responsibilities under this Agreement and any amendments thereto. Donor may monitor Community Initiatives and City will permit Donor, at Donor's sole expense and upon reasonable notice, to inspect and audit City's operations, procedures, and business records relating to each Community Initiative or City Event.

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6. WARRANTIES.

(a) **Mutual Warranties.** Each party represents and warrants that, as of the Effective Date and during this Agreement's term: (i) the party will comply with all international, federal, state, and local laws, rules, regulations, and ordinances applicable to its performance of, and the discharge of its duties under, this Agreement; (ii) the party has no disability, restriction, or prohibition that will interfere in any manner with its ability to enter into, fully comply with, and perform its responsibilities under this Agreement; (iii) the party's execution, delivery, and performance of this Agreement is authorized; and (iv) the undersigned representative is authorized to execute this Agreement on the party's behalf.

(b) **All Other Warranties Disclaimed.** Donor and City each DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE FUNCTIONALITY, QUALITY, SAFETY, OR EFFECTIVENESS OF ANY COMMODITIES OR SERVICES PROVIDED FOR THIS PROJECT, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Each party accepts the Commodities and Services received AS IS, WITH ALL FAULTS, and understands that each party makes no representations, promises, or warranties regarding the Commodities' or Services' quality, functionality, or fitness for a particular purpose. Each party has used reasonable efforts to find, purchase, or produce quality Commodities and Services, but each party does not warrant or guarantee that any Commodity or Service provided will substantially comply with its intended purpose or design. The receiving party is responsible for conducting quality control by inspecting the Commodities and Services and verifying that each Commodity or Service meets the intended need before use. For wearable Commodities, City will also launder and apply protective chemicals to sanitize or disinfect the Commodities before use, as City determines may be needed.

7. INDEMNIFICATION.

(a) City will indemnify, hold harmless, and defend Donor, its affiliates, officers, directors, agents, employees, and volunteers from and against all claims or actions arising out of: (a) the acts or omissions of City, its officers, directors, agents, and Staff ("**City's Representatives**"); (b) the acts or omissions of Ongoing Service Volunteers, Project Volunteers, or other volunteers to the extent related to their participation in City Initiatives (but not Donor Events) under this Agreement; (c) the violation of law by City or City's Representatives; (d) City's failure to obtain licenses, permits, permissions, copyrights, and any intellectual property rights associated with any and all photographs, stories, and other information related to a Project and/or Community Initiatives that City shares with Donor pursuant to Section 9; or (e) any breach of any other representation or warranty made by City under this Agreement.

(b) Donor will indemnify, hold harmless and defend City, its officers, officials, employees, elected officials, representatives, agents and volunteers from and against all claims or actions arising out of (a) the acts or omissions of Donor, its officers, directors, agents, or employees (collectively, "**Donor's Agents**") under this Agreement; (b) the violation of law by Donor or Donor's Agents; (c) Donor's failure to obtain licenses, permits, permissions, copyrights, and any intellectual property rights associated with any and all photographs, stories, and other information related to a Project and/or Community Initiatives that Donor shares with City; (d) any claims arising under Section 2(e) of this Agreement; or (e) any breach of any other representation or warranty made by Donor under this Agreement.

8. **LIMITATION OF LIABILITY.** NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL LOSSES OR DAMAGES UNDER THIS AGREEMENT OR AN APPLICABLE PROJECT PLAN. THE MAXIMUM AGGREGATE LIABILITY OF EITHER PARTY FOR ALL LOSSES, COSTS, LIABILITIES, DAMAGES, AND EXPENSES IN CONNECTION WITH A CLAIM UNDER THIS AGREEMENT OR PROJECT PLAN HEREUNDER WILL

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BE \$50,000.00 (USD) OR 10% OF THE TOTAL VALUE OF CASH OR COMMODITIES DONATED UNDER A PARTICULAR PROJECT PLAN, WHICHEVER IS LESS, EXCEPT IN CONNECTION WITH: (A) PERSONAL INJURY, LOSS OF LIFE, OR PHYSICAL DAMAGE TO PREMISES OR PROPERTY; (B) CASES OF WILLFUL MISCONDUCT OR GROSS NEGLIGENCE; OR (C) ANY INDEMNIFIED CLAIM.

9. INTELLECTUAL PROPERTY; PUBLICITY.

(a) **Hometown Marks.** As between the parties, any and all trademarks, service marks, logos, monikers, and other identifiers listed in Exhibit III (as may be augmented, reduced, or otherwise updated by Donor at any time via notice) (collectively and individually, the “**Hometown Marks**”), along with all registrations, renewals, applications for registration, and common-law rights relating to the Hometown Marks, in any and all jurisdictions, are owned by Donor (or Intellectual Reserve, Inc. (“**IRI**”), Donor’s affiliate and Donor’s licensor of any of the Hometown Marks that are owned by IRI). City will do nothing inconsistent with Donor (or IRI’s) ownership of such marks, and all use of, and goodwill accrued in, the Hometown Marks by City will inure to Donor’s (or IRI’s) benefit and be on Donor’s (or IRI’s) behalf. City will (if asked by Donor) assist Donor in recording this Agreement with appropriate government authorities. Except as provided in Subsection 9(b) below, nothing in this Agreement gives Donor any right, title, or interest in any of the Hometown Marks, other than the right to use (in accordance with this Agreement) a subset of the Hometown Marks that is set forth in Exhibit IV (collectively and individually, the “**Licensed Marks**”), which subset can be augmented by Donor at any time via notice. City will not challenge Donor’s (or IRI’s) title to any of the Hometown Marks or the validity of this Agreement.

(b) **Licensed Marks.** Donor grants City a non-exclusive, non-sublicensable, and non-transferable license to use the Licensed Marks in the manner identified in Exhibit IV (the “**License**”), and City accepts the License according to the terms of this Agreement.

(c) **Quality Standards.** The nature and quality of: (a) all products and services that City provides in association with the Licensed Marks (as allowed by Exhibit IV); (b) any uses of the Licensed Marks by City; and (c) all related advertising, promotional, and other related uses of the Licensed Marks by City, which must be pre-approved by Donor in writing, must conform to the standards set by Donor and be under Donor’s control. Such quality standards include that the Licensed Marks must be: (i) used in a manner that is consistent with standards and principles of the Church; (ii) connected with Community Initiatives in which Donor participates; and (iii) used in a manner that does not imply the Church’s or Donor’s endorsement of any of City’s products or services outside of the Community Initiatives in which Donor participates.

(d) **Quality Maintenance.** City will cooperate with Donor in facilitating Donor’s control of such nature and quality, to permit reasonable inspection of City’s operation relating to the Licensed Marks, and to supply Donor with specimens of all uses of the Licensed Marks upon request. City will comply with all applicable laws and regulations and obtain all appropriate government approvals pertaining to the sale, distribution, and advertising of all products and services covered by this Agreement.

(e) **Form of Use.** City may only use the Licensed Marks in the form and manner and with appropriate legends as set forth by Donor from time to time. City may not use any other trademark or service mark, other than the City’s logo, in combination with the Licensed Marks without Donor’s prior written approval.

(f) **Records and Audit.** City will keep complete records of all products and services covered by this Agreement, with such records being open to inspection by Donor or another party on Donor’s behalf at all reasonable times during the term of this Agreement (as set forth below in Section 11) and for three years thereafter.

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(g) **Infringement Proceedings.** City will notify Donor of any unauthorized use of the Hometown Marks by others promptly as it comes to City's attention. Donor (and IRI) will have the sole right, control, and discretion to bring infringement or unfair competition proceedings involving the Hometown Marks.

(h) **Termination of the License.** Donor has the right to terminate the License at any time for any or all of the Licensed Marks, with or without cause, upon giving 30 days' written notice to City.

(i) **Effect of Termination.** Upon termination of the License for any portion of the Licensed Marks, City will immediately: (a) discontinue all use of such portion of the Licensed Marks and any term that is confusingly similar to such portion of the Licensed Marks; (b) delete such portion of the Licensed Marks and any confusingly similar terms from any of City's corporate names, business names, and Community Initiatives, (c) cooperate with Donor or Donor's appointed agent to apply to the appropriate authorities to cancel any recording of this Agreement from all government records, and (d) destroy all printed and physical materials bearing such portion of the Licensed Marks. Upon termination of this Agreement, all rights in the Hometown Marks and the goodwill associated with the Hometown Marks will remain Donor (or IRI's) property.

(j) **Approval of Publicity.** Neither party may, without the other party's prior written approval, use or publicize the other party's name or logo in any way that implies endorsement of the party, its affiliates or activities. Neither party may, without the other party's prior written approval, advertise, publicize, or issue a press release containing any information regarding this Agreement or the parties' relationship to any person, organization, or media entity.

(k) **Nature of Publicity.** Whenever publicity is approved by a party, the other party will avoid issuing any communications that would imply or give the appearance of an endorsement of one party by the other (or, in the case of City, by the Church), except as expressly set forth in a specific statement approved in writing by the approving party.

10. CONFIDENTIAL INFORMATION.

(a) **Definition.** For purposes of this Agreement, "**Confidential Information**" means all information normally or reasonably considered to be private or confidential relating to the business, activities, or operations of a party or any affiliate thereof, including trade secrets, know-how, research, and work products; business plans, policies, procedures, notes, agendas, presentations, calendars, meeting content, departmental plans, projects, and strategies; personnel and volunteer information; financial and legal information; and product and customer information. Confidential Information expressly includes information relating to the Church's membership, financial, or ecclesiastical affairs. Confidential Information will not include, and no obligation will apply to, information that: (i) was known to the receiving party before being furnished by the disclosing party; (ii) was publicly known before disclosure; (iii) becomes known to the receiving party from a third party not under an obligation of confidentiality to the party disclosing such information; or (iv) is developed by the receiving party without the use of the disclosing party's Confidential Information.

(b) **Obligations.** Each party (as the "**Disclosing Party**") may provide its Confidential Information to the other party (as the "**Receiving Party**"). The Receiving Party will consider all Confidential Information received from the Disclosing Party to be confidential and will not disclose any such Confidential Information to any other person unless the Disclosing Party consents in writing to such disclosure. The Receiving Party further will not make any use of the Disclosing Party's Confidential Information except as necessary to fulfill its obligations under this Agreement. The Receiving Party will promptly notify the Disclosing Party of any unauthorized use or disclosure of the Disclosing Party's Confidential Information. Upon the Disclosing Party's request, the Receiving Party will

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promptly return or destroy copies of any media or materials containing the Disclosing Party's Confidential Information. This Section 10 will be binding upon the parties and their successors and assigns until such time as the Disclosing Party no longer considers its Confidential Information to be confidential; however, the parties expressly understand and agree that any trade secrets of either party and any membership, financial, or ecclesiastical information relating to the Church will remain confidential indefinitely.

(c) **Equitable Relief.** The parties acknowledge and agree that the unauthorized disclosure or use of the Disclosing Party's Confidential Information may cause substantial and irreparable injury to the Disclosing Party; money damages will not adequately compensate for such injury; and to the extent available, the Disclosing Party is entitled to seek, among other remedies, immediate injunctive and other equitable relief for any breach of this Section 10.

(d) **GRAMA.** The parties acknowledge and agree that City is a governmental entity and is required to comply with the Government Records Access and Management Act ("**GRAMA**"). No provision of this Agreement shall be deemed to require City to take any action that would violate GRAMA.

11. **TERM AND TERMINATION; SURVIVAL.** The term of this Agreement commences on the Effective Date and will, subject to the provisions hereof, terminate three years from the Effective Date; *provided, however*, that unless Donor delivers written notice to City on or before 30 calendar days before the expiration of the initial or any renewal term, the term of this Agreement will automatically be extended on a month-to-month basis. The parties may terminate this Agreement at any time for business convenience, for any or no reason, and without penalty, liability, or obligation of any kind by delivering written notice to the other party, except that any Project Plan for a City Event still in effect as of this Agreement's termination will remain in effect subject to this Agreement's terms until the termination of the applicable Project Plan or City Event or within 30 days, whichever is sooner. Sections 3 and 5-12 will survive this Agreement's termination for any reason, along with any other provision that by its nature is intended to survive.

12. **GENERAL TERMS.**

(a) **Severability.** If a court holds any part of this Agreement to be invalid, except for clauses determined by Donor or City as significant or essential, the rest of the Agreement will remain in effect as written. For clauses Donor or City determines in its sole discretion as significant or essential, the parties will mutually agree in writing on a replacement provision. If a replacement provision cannot be agreed upon, either party may terminate this Agreement immediately upon written notice to the other party.

(b) **Successors and Assigns.** This Agreement will inure to the benefit of and bind the parties' permitted successors and permitted assigns; however, except as provided herein, neither party will have the right to subcontract, delegate, or assign its rights or obligations under this Agreement to any other person or entity without the other party's prior written consent, which consent may be withheld in the other party's sole discretion.

(c) **Attorney Review; Construction.** Neither party will be deemed the drafter of this Agreement for the purpose of interpreting any provisions. In negotiating and drafting this Agreement, each party had full opportunity to consult an attorney of its choosing. Captions and headings are for ease of reference and do not define or limit the scope of any terms contained herein or in any attachment hereto. As used herein and as is reasonable given the context, all words include the masculine, feminine, or neuter gender; singular words include the plural; plural words include the singular; the terms "and" and "or" are not used exclusively, and thus may be interpreted to mean and/or unless the context clearly dictates otherwise; and "including" means "including, but not limited to,".

(d) **Notices.** Any official notice given under this Agreement will be in writing and sent via email, U.S.

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mail, commercial courier service, or another manner reasonably calculated to reach the other party. Official notices (in contrast to day-to-day communications) will be addressed to the person and address designated below (or such other person or address as the parties may designate on 10 calendar days' notice pursuant to this Section 12(d)). All notices will be effective upon receipt.

Donor

The Church of Jesus Christ of Latter-day Saints
Attn: Blaine Maxfield--WSR
50 East North Temple
Salt Lake City, UT 84150
Email: Blaine.Maxfield@ChurchofJesusChrist.org

City

CITY
Attn: Jason Bond
110 S Center Street
Santaquin, UT 84655
Email: jbond@santaquin.gov

With a copy to (which copy alone will not constitute notice):

Office of General Counsel
Attn: Richard Page
50 East North Temple
Salt Lake City, Utah 84150
Email: USLegalNotices@kmclaw.com

(e) **Governing Law; Jurisdiction; Venue; Attorneys' Fees.** The laws of the State of Utah, United States of America, without regard to conflicts of law provisions, govern this Agreement. The state and federal courts of the State of Utah will have exclusive jurisdiction over all disputes relating to this Agreement. The parties consent to the jurisdiction of said courts and waive any objection that venue in such courts is inconvenient. The prevailing party in any judicial action or proceeding arising out of this Agreement will be entitled to recover its costs and reasonable and necessary attorneys' fees.

(f) **Anti-Bribery Laws.** City represents and warrants that: (i) it has not taken or permitted, and will not take or permit, any action that may violate any anti-bribery or anti-corruption laws of the countries in which City operates or the U.S. Foreign Corrupt Practices Act of 1977, as amended; and (ii) no funds, materials, and equipment under its control, including those provided by Donor to City under this Agreement, will be used to support individuals or entities associated with terrorism. City will comply with all applicable anti-terrorism financing and asset control laws and executive orders. If City violates or is accused of violating this provision, Donor may immediately terminate this Agreement.

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(g) **Force Majeure.** A party's delay or nonperformance is not a breach of this Agreement if causes beyond that party's reasonable control prevent or substantially hinder the party from performing its good faith obligations under this Agreement, including, but not limited to, war or military action; natural or man-made disaster; weather events; civil disturbance; act of God or public enemy; terrorist act(s); outbreak of infectious disease or any other public health crisis; compliance with any lawful or unlawful governmental order, law, rule, or restriction; shortage or inability to obtain critical material or supplies; disruption of transportation facilities or services; industry-, region-, or nationwide strike or other labor difficulty; or other similar events beyond the affected party's reasonable control (each, a "**Force Majeure Event**"). If a Force Majeure Event occurs, either party may terminate this Agreement by written notice to the other party, and upon such termination: (i) Donor will be released and discharged from any and all obligations under this Agreement or any Project Plan; (ii) City will vacate and remove all personal property from any Facilities connected to a City Event; and (iii) City will return to Donor all remaining Funds and Commodities not reasonably expended or distributed in connection with a City Event before the Force Majeure Event occurred.

(h) **Miscellaneous.** This Agreement is not intended and must not be construed in any way to create any third-party beneficiary rights in any person not a party hereto. This Agreement contains the entire agreement between the parties hereto with respect to the subject matter of this Agreement. This Agreement may be amended or modified only in writing executed by both parties. The failure of any party to insist upon strict performance of any of the provisions contained herein will not be deemed a waiver of any rights or remedies that such party may have and will not be deemed a waiver of any subsequent breach or default. If the parties sign this Agreement in several counterparts, each will be deemed an original, but all counterparts together will constitute one instrument.

13. No Waiver of Governmental Immunity. Nothing in this Agreement, nor the performance hereof, shall be construed to waive or limit any protections provided to the City by the Governmental Immunity Act of Utah (Utah Code Section 63G-7-101 *et seq.*) (hereinafter the "Act") and the City expressly retains all rights and benefits of the Act. Nothing in this Agreement shall be deemed to increase the City's liability beyond the limitations of liability provided in the Act.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Santaquin City, a political subdivision of the
State of Utah

THE CHURCH OF JESUS CHRIST OF LATTER-DAY
SAINTS, a Utah corporation sole

By: Daniel M. Olson
Title: Santaquin City Mayor

By:
Title:

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Exhibit I

Form of Project Plan

Project Plan

Name	Event Number
[CITY]	[Project #]
City Event Name(s)	Event Start Date
[City Event Name]	[Start Date]
	Event Completion Date
	[Completion Date]

This Project Plan is dated [Project Plan date] and is attached to and constitutes an integral part of the Community Initiative Cooperation Agreement, dated as of [Agreement date], as amended (the “Agreement”), between The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole (“Donor”), and [CITY], a political subdivision of the State of Utah (“City”).

Pursuant to the Agreement, the parties agree to cooperate in the event(s) described below (the “City Event(s)”). Capitalized terms not otherwise defined in this Project Plan will have the meaning assigned to them in the Agreement. Any changes to this Project Plan must be substantially in the same form as this Project Plan.

The City Event(s):

Provide a brief description of the City Event or Events:

Address:

Identify the physical address where the City Event will take place:

Program Objectives:

Describe the Program Objectives, including the City Events’ intended Participants:

- _____
- _____
- _____

Start and Completion Date: The Project will start on the Start Date and be completed by the Completion Date stated above.

Facilities (if applicable):

- *List the address and property name (if any) of the Facilities that Donor will make available as part of the City Event:*

If Donor makes its Facilities available to City as part of the City Event, pursuant to Section 2(b) of the Agreement, City agrees to execute and abide by a Temporary Use Agreement (“TUA”) with Donor, which is attached to this Project Plan. Among other things, the TUA outlines the time of use and City’s obligations in connection with its use of the Facilities. The TUA is a condition precedent to, and will be deemed a part of, the Project Plan.

Budget (if applicable): Donor agrees to provide the following Funds, Commodities, Services, and/or Facilities for the Project:

- **Funds:** up to \$ _____ USD total, with funds to be allocated according to the Budget categories listed below:
 - o \$ _____ USD for [Category name]
 - o \$ _____ USD for [Category name]
- **Commodities:** Describe any Commodities that Donor will provide as part of the Project, if any: _____.

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- **Services:** Describe any Services that Donor will provide as part of the Project, if any: _____.

Payments by Church Charities: Donor or an affiliate will provide the Funds to City as follows, if applicable:

Within 14 calendar days from the date of this Project Plan or

when Donor receives a completed Vendor Setup Form from City (if applicable), whichever is later, Donor will make a payment of \$ _____ USD by electronic transfer to City's bank account as designated herein.

City Bank Account Information:

Bank Name:

Bank Address:

Account #:

Routing #:

If payments will be made by installment, describe the schedule, amounts, and any expectations City must fulfill to be eligible to receive additional payments:

City's Contributions:

Describe any funds, items, services, or facilities that City will provide as part of the City Event, if any:

Reports:

Describe any Reports that City will provide in addition to the Reports required under Section 3(g) of the Agreement, if any:

Primary Contacts: Communications to a party under this Project Plan will be made to each party's primary contact, as follows:

Donor:

Name:

Telephone:

Address: 50 E. South Temple St., Salt Lake City, UT 84150

Email:

City:

Name:

Telephone:

Address:

Email:

Special, unique, or limiting circumstances:

Describe any special, unique, or limiting circumstances related to the City Event, if any:

IN WITNESS WHEREOF, the parties have executed this Project Plan as of the date written above.

Santaquin City, a political subdivision of the
State of Utah

THE CHURCH OF JESUS CHRIST OF LATTER-DAY
SAINTS, a Utah corporation sole

By: _____
Title: _____

By: _____
Title: _____

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Exhibit II

Temporary Use Agreement ("TUA")

TEMPORARY USE AGREEMENT (U.S.)

This Temporary Use Agreement ("Agreement") is made and entered into this _____ day of _____, 20____, by and between The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole ("Owner"), and _____ ("User"). In order to further Owner's purposes and mission, and based on the mutual promises and the conditions set forth herein, and for other good and valuable consideration, the parties agree as follows:

1. **Property Use and Term**

a. **Location.** Owner has certain real property located at _____ (the "Property").

b. **Area of Use.** User desires to use the _____ of the Property ("Designated Area").

c. **Term and Hours of Use.**

Date(s): _____ (the "Use Period"), not to exceed one year.

Hours: _____ (the "Usage Time").

Days of Week: _____.

Unless otherwise specifically stated, this Agreement does not give the User any right to use the Property on Sunday or during the times of any scheduled use by Owner. The Property is closed from use during funerals and associated family luncheons. There will be no entry into or use of the chapel area unless specifically approved by Owner. There will be no entry to or use of a baptismal font or ecclesiastical office areas, such as bishops' offices, stake president's office, and clerks' offices. By the end of the Usage Time each day, User will vacate the Designated Area and leave it in the same condition as it was prior to the Usage Time.

d. **User's Intended Use and Purpose.**

2. **License.** Owner grants User, its employees, agents, members, licensees, and other invitees a revocable, nonexclusive license to temporarily use the Designated Area for the Use Period during the Usage Time.

3. **Maintenance and Maintenance Fees.** User shall be responsible for daily maintenance and cleaning of the Designated Area. User shall pay Owner a maintenance fee of \$_____ prior to use to reimburse Owner for costs to make the space available, including utilities and reasonable wear and tear. In addition, User shall pay for any and all cleaning and sanitization of the Designated Area deemed necessary by Owner as well as all other associated costs and expenses incurred by Owner.

4. **Conduct.** User is responsible for preserving the condition of the Designated Area during the Usage Time. User acknowledges that the Property is well-maintained, in good condition, with no significant damage. No later than 12 hours after the beginning of the Use Period, User will conduct a thorough walk-through and notify Owner in writing of any significant damage to the Property that existed prior to User's license to use the Designated Area. User will promptly notify Owner and repair or pay for all damage to the Designated Area and Property caused by any of User's employees, agents, members, licensees, or invitees. User will not disrupt, adversely affect, or interfere with other users of the Property. User will not charge anyone for the use of the Property nor allow goods or services to be sold on the Property. Repairs performed by or paid for by User shall return the Designated Area or Property

to the condition it was before the damage occurred.

5. **Condition of Property.** Owner makes no warranty or representation about the Property. Owner is under no obligation to prepare or repair the Designated Area or Property. User accepts the Designated Area and Property and all aspects thereof in "as is, where is" condition, with all faults and without warranties of any kind, expressed or implied. User hereby waives all warranties, expressed or implied, regarding the title, condition, and use of the Designated Area and Property, including but not limited to any warranty of merchantability or fitness for a particular purpose.

6. **Right of Owner to Revoke License.** At any time, Owner may revoke any license granted by Owner to use the Property or Designated Area, at Owner's sole and absolute discretion. If the license is revoked, User will immediately vacate the Property and leave the Designated Area in a neat and orderly condition. Should Owner revoke during, or less than 24 hours prior to, the scheduled use (and if User is not in breach of any provision of this Agreement), Owner shall pay User an inconvenience fee of \$50 at User's request. User's total damages shall be limited to the inconvenience fee. User waives all other damages. If User has commenced use of the Designated Area, User shall be responsible for the cleaning and repair costs outlined in paragraphs 3 and 4 regardless of when Owner revokes the License.

7. **Owner's Standard Rules and Conditions.** User will ensure that User, its employees, agents, members, licensees, and invitees:

- Comply with all applicable Federal, State, and local laws, regulations, rules, and ordinances.
- Do not use or consume alcohol or cannabis, or illegally use drugs, on the Property or enter on the Property while under their influence.
- Do not smoke or vape anything on the Property. Do not use tobacco in any form on the Property.
- Do not bring or consume coffee or tea on the Property.
- Refrain from using profanity or being discourteous or uncivil to others on the Property.
- Do not view or allow pornographic or other indecent materials on the Property.
- Do not play obnoxious or loud music on the Property.
- Refrain from wearing immodest, offensive, or obnoxious clothing, while on the Property.
- Do not bring weapons on the Property.
- Do not bring cooking equipment or heaters into the meetinghouse on the Property.
- Do not permit minors to use or be on the Property without adult supervision at all times.
- Do not bring or permit pets or animals, other than trained service dogs, on the Property.
- Leave the Designated Area in its pre-use condition.
- Ensure that all applicable government and industry safety precautions, recommendations, rules, and standards are implemented and strictly observed.

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8. **Reservation by Owner.** Owner reserves the right to use the Designated Area for any purpose at any time. Without limiting the above, Owner reserves the right (a) to have pedestrian and vehicular ingress and egress on and over the Designated Area; (b) to reasonably relocate or modify the Designated Area at any time; and (c) to grant other nonexclusive licenses and rights within or on the Designated Area to others.
9. **Indemnity.** User shall, at its sole expense, indemnify, hold harmless, and defend (with counsel acceptable to Owner) Owner and Owner's officers, employees, directors, representatives, contractors, agents, servants, attorneys, affiliates, parents, subsidiaries, successors, volunteers, and assigns against all claims, losses, costs, damages, expenses, liabilities, liens, actions, causes of actions, assessments, taxes, injury, property damage (including Owner's property), fines, and penalties of any kind including court costs and attorney fees incurred from any cause, other than Owner's gross negligence or willful misconduct, arising out of or relating to this Agreement or User's use of the Property.
10. **No Assignment.** User shall not, and shall not have any right to, assign, transfer, or sublicense this Agreement or any license to use the Property or Designated Area.
11. **Signage and Publicity.** Any mention of Owner in signage or other publicity by User must be approved in advance by Owner, but no prior approval is required to publicize the Property's street address.
12. **No Real Property Rights; No Third-Party Rights.** Nothing in this Agreement creates or confers any real property rights or interests to User or any other person. The license granted herein is for use by User and its employees, agents, members, licensees, and invitees in connection with usage within the Designated Area during the Use Period and Usage Time and for the purposes expressed herein. Nothing in this Agreement shall be deemed to open the Property to any other party for any other purpose.
13. **Not A Federal Government Contract.** User represents: (1) User is not a federal governmental entity or instrumentality, and that User's use of any portion of Owner's Property is not required under any federal

government contract or subcontract whereby Owner could be considered a federal government contractor or subcontractor, (2) this Agreement is not, and shall not be, or considered to be, a Federal governmental contract, Federal government subcontract, or third-party contract, and (3) by entering into this Agreement, Owner does not become a subrecipient, subgrantee, project participant, or third-party contractor or subcontractor. In the event that any of these representations are alleged to be inaccurate, Owner may declare this Agreement null and void *ab initio* based on frustration of purpose as if this Agreement had never been entered into.

14. **Jurisdiction and Governing Law.** To the maximum extent permitted by law, this Agreement and all matters related to it will be governed by and enforced in accordance with the laws of the State of Utah, without reference to choice of law rules. All disputes arising from or related to this Agreement will be decided only in the local or federal courts of Salt Lake County, Utah, and not in any other court or state. The parties hereby consent to the jurisdiction of the local and federal courts of Salt Lake County, Utah, and waive any other venue to which they might be entitled by virtue of domicile, residence, place of business, or otherwise.
15. **Attorney Fees.** If either party commences legal action to enforce or rescind any term of this Agreement, the prevailing party will be entitled to recover its attorney fees and costs (including without limitation copy costs, expert and consultant fees, and expenses) incurred in that action and on all appeals, from the other party.
16. **Insurance.** User shall obtain and maintain throughout the term of this Agreement a policy of liability insurance sufficient to insure against claims for personal injury, bodily injury, death, and property damage occurring on, in, or about the Property or in any way connected to the operations of the User as they relate to this Agreement. The liability insurance shall provide limits of not less than \$1,000,000 each occurrence, \$2,000,000 general aggregate. The liability policy will name Owner as an additional insured by an endorsement to the policy. User will present to Owner a Certificate of Liability Insurance on an ACORD 25 Form (or its equivalent) showing evidence of the above coverage, with the additional insured endorsement attached.

User Insurance Information

Liability Insurance Company Name

Policy Number

Liability Limit

Owner:

The Church of Jesus Christ of Latter-day Saints,
a Utah corporation sole.

Signature: _____

Print Name: _____

Title: _____

Address: _____

Telephone No: _____

Email: _____

User:

Signature: _____

Print Name: _____

Title: _____

Address: _____

Telephone No: _____

Email: _____

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Exhibit III

Hometown Marks

The Hometown Marks include:

1. MY HOMETOWN
2. MY HOMETOWN SANTAQUIN
3. MY HOMETOWN SANTAQUIN CITY
4. My Hometown ™
5. OPERATION MY HOMETOWN
6. MY HOMETOWN INITIATIVE
7. MHTI
8. OUR HOMETOWN
9. OUR HOMETOWN COMMUNITIES FOUNDATION
10. OHCF
11. COURAGE TO CARE
12. DO GOOD



OUR HOMETOWN

Communities Foundation

13. .



OUR HOMETOWN

Communities Foundation

14. .

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Exhibit IV

Licensed Marks

The Licensed Marks are limited to:

1. MY HOMETOWN
2. MY HOMETOWN SANTAQUIN
3. MY HOMETOWN SANTAQUIN CITY

The Licensed Marks may only be used as follows:

to advertise, promote, and effectuate Community Initiatives in which Donor or Ongoing Service Volunteers or Project Volunteers participate.