

MEMORANDUM OF UNDERSTANDING
BETWEEN

GILPIN COUNTY
AND
FRIENDS OF THE GILPIN COUNTY COMMUNITY CENTER

ESTABLISHING ROLES, RESPONSIBILITIES, AND THE RELATIONSHIP OF
SUPPORT TO THE GILPIN COUNTY COMMUNITY CENTER

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is made and entered into this day of _____, 20____, by and between GILPIN COUNTY, a statutory county and political subdivision of Colorado, (hereinafter referred to as "COUNTY") and its Department of Parks and Recreation ("P&R"), which operates the Gilpin County Community Center campus (hereinafter referred to as GCCC) and FRIENDS OF THE GILPIN COUNTY COMMUNITY CENTER, a non-profit corporation, (hereinafter referred to as "FGCCC").

- A. Through P&R, the COUNTY owns and operates The Gilpin County Community Center.
- B. FGCCC was incorporated in 2020 as a Colorado non-profit corporation to preserve, promote, and support GCCC and its activities.
- C. FGCCC is governed by its Articles and Bylaws and the activities and affairs of FGCCC are conducted and all of its corporate powers are exercised by or under the direction of its Board of Directors (FGCCC BOARD) the members of which are designated, selected, and elected in accordance with FGCCC's Bylaws.
- D. The purpose of this MOU is to establish in writing the respective roles, responsibilities, and financial relationship between COUNTY and FGCCC.

COUNTY and FGCCC hereby agree and understand as follows:

1. Fundraising

- a. Authority to Raise Funds. FGCCC is authorized to raise funds for causes that preserve, promote and support GCCC, its programs, and activities, and its role as a community social and sports-related center.
- b. FGCCC is recognized by the County as a support entity, authorized to hold fundraising events on behalf of the COUNTY for the Gilpin County Community Center and its activities on the GCCC grounds, subject to providing prior timely notice to and receiving approval from the P&R Director.
- c. Donor Recognition. FGCCC is authorized to provide recognition to donors consistent with naming and donor recognition rights approved by FGCCC BOARD and the COUNTY. GCCC may propose or negotiate specific changes or additional donor recognition, subject to review by the COUNTY and P&R, with approval by the FGCCC BOARD and COUNTY as required.

- d. Any purchases or donations to the COUNTY made by FGCCC for the purpose of the Gilpin County P&R and the Community Center shall only be used for those purposes. When FGCCC funds are to be used for programs, equipment, or services of P&R, FGCCC and the Director of P&R will decide together whether FGCCC will reimburse a specific cost incurred by P&R, or purchase a product or service which is then donated to P&R. Any equipment or other materials purchased for the Center's use become the property of the COUNTY, which will become responsible for its reasonable upkeep and maintenance considering the costs, lifespan, condition, and continuing utility, if any, of the equipment. The County P&R Department may sell, donate, or otherwise dispose of any such equipment if the COUNTY reasonably determines doing so would provide a greater benefit to the Gilpin County P&R and the Community Center than the continued use of the equipment or materials. The proceeds of any such sale shall only be used for the Gilpin County P&R and the Community Center as specified in this paragraph. Any sales, donation, or disposal shall be conducted in accordance with any applicable COUNTY policies.
2. Uses of GCCC by FGCCC. COUNTY and FGCCC agree that use of various areas and facilities of the GCCC are necessary and appropriate within the scope of FGCCC's mission. Specifically:
 - a. Meetings: FGCCC is authorized at no charge to use meeting rooms for conducting FGCCC business, subject to availability and approval by the P&R Director.
 - b. Other Facility Use: FGCCC is authorized to use of facilities for specific functions of the group, with previous permission of the COUNTY. FGCCC shall be authorized to conduct cultivation events, tours, fundraising receptions, demonstrations, and other activities, subject to approval of the P&R Director, in support of FGCCC's specific purposes, without charge except to reimburse the COUNTY for out-of-pocket costs which are beyond typical operating costs. Such costs shall be discussed and agreed to by the COUNTY and FGCCC in advance.
 - c. COUNTY shall cooperate with FGCCC in reasonably maintaining or providing links to FGCCC'S Internet sites on the P&R and the COUNTY web pages.
3. COUNTY Priorities. The COUNTY will provide FGCCC, from time to time, with information on GCCC's needs in terms of funding, support, equipment or programming in a manner and extent determined by the COUNTY, which the FGCCC BOARD can take into account in determining the use of FGCCC's assets and fundraising efforts. The COUNTY shall incorporate the participation of FGCCC in the GCCC's establishment and review of annual goals and objectives unless otherwise determined by COUNTY to be confidential for any reason. The COUNTY shall consider information from FGCCC and any other pertinent information available to the COUNTY in determining what goals and objectives the COUNTY will pursue.
4. Term. The term of this Memorandum of Understanding shall be for three years beginning on XXX, 202X, and ending XXX, 202X. This MOU may be terminated at any time by either Party. Any funding, materials, or equipment provided to the COUNTY by FGCCC prior to termination shall be used in accordance with this MOU or otherwise returned to FGCCC if requested.

5. Entire Agreement. This MOU shall supersede any prior oral or written understanding or communications between the parties and constitutes the entire agreement of the parties with respect to the subject matter hereof. This MOU may not be amended or modified, except in a writing signed by both parties hereto.

THE GILPIN COUNTY BOARD OF COUNTY COMMISSIONERS

BY: _____
Sandy Hollingsworth, Chair

Attest: _____
Sharon Cate, Deputy Clerk

FRIENDS OF THE GILPIN COUNTY COMMUNITY CENTER

By: _____
(Signature)

(Print Name)

(Title)

(Date)