

**MEMORANDUM OF UNDERSTANDING
BETWEEN TOWN OF CASTLE ROCK AND
DOUGLAS COUNTY COMMUNITY FOUNDATION**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter the “Agreement”) is made and entered into this 15th day of May, 2023, by and between the **TOWN OF CASTLE ROCK** (hereinafter the “Town”), and **DOUGLAS COUNTY COMMUNITY FOUNDATION** (hereinafter “DCCF”). The Town and DCCF hereinafter collectively referred to as the “Parties” and individually to as a “Party.

RECITALS

WHEREAS, the Town and DCCF desire to set forth the terms and conditions in connection with the operation of DCCF; and

WHEREAS, the DCCF’s mission is to provide leadership and responsible stewardship of philanthropic resources to enrich the lives of every resident in Douglas County. The Douglas County Community Foundation (DCCF) is committed to responsibly managing philanthropic contributions, maintaining agile funds for emergencies, inspiring generosity, and providing support to local nonprofit organizations serving the needs within our community; and

WHEREAS, the Town recognizes the benefit in having a single entity coordinating these goals and serving Douglas County as a whole; and

WHEREAS, the Town believes the Douglas County Community Foundation, representing all of Douglas County, can provide these services more efficiently and effectively than each jurisdiction on its own; and

WHEREAS, the Town has agreed to assist in the costs of operating DCCF in accordance with the terms and conditions set forth herein;

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises herein contained, the Parties agree as follows:

1. This Agreement sets forth the understanding of the Parties associated with the exchange of consideration, the ongoing costs and management of DCCF and the responsibilities of the Parties under this Agreement.
2. This Agreement shall be effective for a period of one year, beginning with 2023, subject to annual appropriation of funds by Town. This Agreement shall renew automatically on December 31st of each year for an additional one-year term unless earlier terminated by the withdrawal of either Party before December 31st of current year. Any future automatic extension of the original term is contingent upon annual funding being appropriated, budgeted and otherwise made available for such purposes by each of the Parties.
3. This Agreement is not intended to, and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business association or

organization of any kind between the Parties, and the rights and obligations of the Parties shall be only those expressly set forth in this Agreement.

4. The Parties agree that the individual hired as the Douglas County Community Foundation top executive (currently Executive Director position) will be appointed by the Foundation Board of Directors (BOD). Among other benefits as may be negotiated by the BOD, the Foundation top executive shall be an at-will employee of the Foundation. The activities and performance of the Foundation top executive shall be subject to review by the BOD.
5. The Town shall have a seat on the DCCF Board of Directors as a non-voting Ex Officio board member per DCCF bylaws.
6. Subject to Section 2 hereof, the Town agrees to provide funding for the 2023 term in the amount of \$17,857 and each term thereafter.
7. DCCF shall be the recipient of the contributed funds which be spent for costs directly associated with operating DCCF. No funds shall be used for any other purpose. Payments shall be made within 30 days upon receipt of fully executed agreement. For subsequent terms, payment will be made by January 31st of the current term. Payment can be made by check or electronic funds transfer payable to DCCF.
8. DCCF shall provide an annual financial report detailing the uses of the funds provided for the operations of the Foundation by end of Q1 of the subsequent year.
9. The Parties agree to comply with applicable federal, state and local statutes, charter provisions, ordinances, rules, regulations and standards as are in effect at the time this Agreement is executed.
10. Should any one or more provisions of this Agreement be determined to be illegal or unenforceable, all other provisions nevertheless shall remain effective.
11. This Agreement may be amended, modified, or changed, in whole or in part, only by written Agreement executed by the Parties hereto.
12. No party hereto shall assign its rights or delegate its duties hereunder without the prior written consent of the other Party.
13. DCCF understands and agrees that the Town, its agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to the Town.
14. This Agreement constitutes the entire Agreement of the Parties hereto. The Parties agree there have been no representations made other than those contained herein, that this Agreement constitutes the entire Agreement, and further agree that the various promises and covenants contained herein are mutually agreed upon and are in consideration for one another.
15. This Agreement is expressly subject to, and shall not be or become effective or binding on the Parties until execution by all signatories of the Parties.
16. Any notice to be given hereunder by any Party to the other shall be in writing by personal delivery or by mail, certified with postage prepaid, or by overnight delivery service. Notices sent by mail or by overnight delivery service shall be addressed to the Parties as follows:

To the Town:

TOWN OF CASTLE ROCK
100 N Wilcox St
Castle Rock, CO 80104
Contact: Town Manager

To Douglas County Community Foundation:

DCCF

Foundation@dccf.org

(preferred contact)

Or

9233 Park Meadows Dr

Suite 108,

Lone Tree, CO 80124

Contact: Executive Director

17. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Colorado without regard to the conflict of laws of such State.
18. The Parties agree to work together in good faith in performing their obligations hereunder.
19. The recitals to this Agreement are incorporated herein by this reference.

DOUGLAS COUNTY COMMUNITY FOUNDATION

DocuSigned by:
By: 
Printed Name: Mike Waid
Title: Executive Director
Date: 5/9/2023 | 9:26 AM MDT

ATTEST:

Signature of Notary Public Required:

STATE OF COLORADO)
)ss.
COUNTY OF DOUGLAS)

DS

The foregoing instrument was acknowledged before me this 11th day of MAY, 2023,
by Mike Waid, Executive Director

Witness my hand and official seal

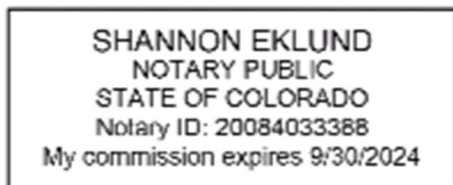
DocuSigned by:

2C2E9A3FF54D4A3...

Notary Public

My commission expires: 9/30/2024

DAN#20084033388-734600



TOWN OF CASTLE ROCK

DocuSigned by:
By: David L. Corliss
Printed Name: David L. Corliss
Title: Town Manager
Date: 5/15/2023 | 1:31 PM MDT

ATTEST:

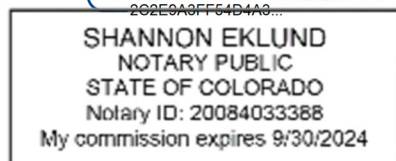
Signature of Notary Public Required:

STATE OF COLORADO)
)ss.
COUNTY OF DOUGLAS)

^{DS}
The foregoing instrument was acknowledged before me this 15th day of May, 2023,
by David L. Corliss, Town Manager.

Witness my hand and official seal

DocuSigned by:
Shannon Eklund



Notary Public
My commission expires: 9/30/2024

DAN#20084033388-764211



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/26/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Assn Services, a Division of Affinity Ins. Services, Inc 2001 K Street NW, Suite 625 Washington, DC 20006 Amy L. Doherty		CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: DCCF003	
INSURED Douglas County Community Foundation P.O. Box 84 Castle Rock, CO 80104		INSURER(S) AFFORDING COVERAGE INSURER A : Great American Insurance Co. INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	
		NAIC #	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ GENERAL LIABILITY			SPP0483283	03/25/2023	03/25/2024	EACH OCCURRENCE \$ 2,000,000
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	☐ CLAIMS-MADE ☒ OCCUR						MED EXP (Any one person) \$ 10,000
	☒ Incl. Host Liquor Liability						PERSONAL & ADV INJURY \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 4,000,000
	☐ POLICY ☐ PRO-JECT ☒ LOC						PRODUCTS - COMP/OP AGG \$ 4,000,000
A	☐ AUTOMOBILE LIABILITY			SPP0483283	03/25/2023	03/25/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	☐ SCHEDULED AUTOS						PROPERTY DAMAGE (PER ACCIDENT) \$
	☒ HIRED AUTOS						
☒ NON-OWNED AUTOS							
	☐ UMBRELLA LIAB	☐ OCCUR					EACH OCCURRENCE \$
	☐ EXCESS LIAB	☐ CLAIMS-MADE					AGGREGATE \$
	☐ DEDUCTIBLE						\$
	☐ RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / N ☒ N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						☐ WC STATU-TORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Donation

CERTIFICATE HOLDER

CANCELLATION

TOWNCAS Town of Castle Rock 100 North Wilcox Street Castle Rock,, CO 80104	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Amy L. Doherty 
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June 27, 2023

Town of Castle Rock
100 North Wilcox Street
Castle Rock, CO 80104-1907

Castle Rock Town Council,

Thank you for the opportunity to partner with the Town of Castle Rock in funding for Douglas County Community Foundation.

The Douglas County Community Foundation (DCCF) provides leadership and responsible stewardship of philanthropic resources to enrich the lives of every resident in Douglas County. Our vision is simple: We are committed to responsibly managing philanthropic contributions, maintaining agile funds for emergencies, inspiring generosity, and providing support to local nonprofit organizations serving the needs within our community.

Your generous gift, along with other gifts from Douglas County governmental jurisdictions, will allow DCCF to maintain our focus of utilizing 100% of private donations for cause. With administrative expenses covered by governmental jurisdictions whom we serve, we can focus all private individual and corporate donations to our quarterly nonprofit grants.

As the Executive Director of DCCF, I am available anytime to meet with your Town Council to discuss our partnership further. I will also be the point of contact regarding this grant request and any other DCCF matters. My cell phone is 303-601-8780 and my email is mike@dccf.org

As requested, following is a list of our Board of Directors.

On behalf of DCCF's Board and the nonprofit partners we serve, we look forward to our partnership and positive relationship with the Town of Castle Rock.

My best,

A handwritten signature in blue ink that reads "Mike Waid".

Mike Waid
Executive Director
Douglas County Community Foundation



2022 DCCF Board of Directors

Commissioner Abe Laydon: Douglas County

Amy McCandless: Crisis Center

Amy Sherman: NW Douglas County Chamber and Economic Development Corporation

Andy Jones: Highlands Ranch Metro District

Brock Smethills (Co-Vice Chair): Sterling Ranch Development

Chris Elliott: E5X Management

Mayor Jackie Millet: City of Lone Tree

James Holmes: Cherokee Ranch & Castle

Mayor Jason Gray: Town of Castle Rock

Jeff Baudier: CORE Energy Cooperative

Mayor Jeff Toborg: Town of Parker

James Huffman: Charters by Air Denver

Justin Ensign: First Bank

Justin Vaughn (Board Chair): Vaughn Law

Kay Dry: Jacobs

Representative Kevin Van Winkle: State of Colorado

Lawrence Jacobson: Westside Investments

Marco Fields: Moxxy Women

Merri Sheh: En Masse Coworking

Michael Brumley: Kiewit

Pam Ridler: Castle Rock Chamber of Commerce

Patrick Prutsman: Sound Relief Hearing Center

Sam Tenney: Fidelis Wealth

Tera Radloff: Castle Pines North Metro District

Terri Wiebold: Castle Pines Connection

Tom Wiens: New West Capital

Will Mace: Business Aviation Group

**2023 SERVICE ORGANIZATION
FUNDING APPLICATION**

ORGANIZATION REQUESTING FUNDING:

Douglas County Community Foundation

I. 2023 FUNDING REQUEST *(Please use this form for this information and not another format.)*

Breakdown of funds *(For what specifically would monies from the Town be used?)*

<u>Administration of Douglas County Community Foundation</u>	<u>\$17,857</u>
<u>_____</u>	<u>\$ _____</u>
<u>_____</u>	<u>\$ _____</u>
<u>_____</u>	<u>\$ _____</u>
<u>_____</u>	<u>\$ _____</u>
<u>_____</u>	<u>\$ _____</u>
<u>_____</u>	<u>\$ _____</u>
 TOTAL FUNDING REQUEST	 <u>\$17,857</u>

II. 2023 PROJECTED ORGANIZATION BUDGET

(Please use this form for this information and not another format.)

2023 projected organizational budget

(Including funding from the Town) \$580,000

Projected sources of revenue

<u>Corporate Gifts</u>	<u>\$250,000</u>
<u>Individual Gifts</u>	<u>\$25,000</u>
<u>Foundations</u>	<u>\$50,000</u>
<u>Event Income</u>	<u>\$100,000</u>
<u>DC Gives</u>	<u>\$5,000</u>
<u>Government Contributions</u>	<u>\$150,000</u>
<u>_____</u>	<u>\$ _____</u>
 TOTAL PROJECTED REVENUE	 <u>\$580,000</u>

Projected expenditures

(By major budget category)

<u>Grants</u>	<u>\$300,000</u>
<u>Program Expenses</u>	<u>\$112,957</u>
<u>Administrative Expenses</u>	<u>\$43,190</u>
<u>_____</u>	<u>\$ _____</u>
<u>_____</u>	<u>\$ _____</u>
<u>_____</u>	<u>\$ _____</u>
<u>_____</u>	<u>\$ _____</u>
 TOTAL PROJECTED EXPENDITURES	 <u>\$456,147</u>

III. 2023 PROPOSED PERFORMANCE OBJECTIVES

*Please propose up to eight measurable performance objectives that your organization will strive to accomplish **in direct relationship to any funding and contract awarded by the Town.***

In accordance with the contracts, organizations will be required to track and report on attainment of the objectives at the middle and end of the contract term.

PERFORMANCE OBJECTIVES:

1. *GRANT MAKING: Increase the total number of grants given in 2023 over 2022*
2. *GRANT AMOUNTS: Increase total dollar amount granted in 2023 over 2022*
3. *NONPROFIT PARTICIPATION: Increase total number of nonprofit partners in 2023 over 2022*
4. *COLORADO GIVES DAY: Increase total amount given on Colorado Gives Day to Douglas County nonprofit partners in 2023 over 2022*
5. *DONORS: Increase amount of private donations in 2023 over 2022*
6. *DCCF AWARENESS: Increase awareness of DCCF through an increase in social media interactions and website traffic*

IV. SUPPLEMENTAL INFORMATION

- a) *Provide a cover letter no longer than three pages that includes:*
 - a. ***A summary of how the requested funding would be leveraged with other dollars and volunteer resources to maximize the return on the Town's requested investment (What does your organization expect to generate using monies the Town might give?)***
 - b. *The name of and contact information for the person within the organization responsible for administration of the requested contract*
 - c. *If applicable, the amount of additional funds requested this year, and an explanation for the request*
 - d. *Any further discussion about the application as deemed necessary by the requesting organization*
- b) *Provide a list of the board of directors of the organization*

ATTACHMENT: FORM W9



Give Form to the requester. Do not send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Douglas County Community Foundation	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☒ Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
501(c)3 Nonprofit	
5 Address (number, street, and apt. or suite no.) See instructions. 9233 Park Meadows Drive, Suite 108	Requester's name and address (optional)
6 City, state, and ZIP code Lone Tree, CO 80124	
7 List account number(s) here (optional)	

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-			-				
--	--	--	---	--	--	---	--	--	--	--

or

Employer identification number

2	0	-	3	5	7	7	4	5	5
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Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ► Mike Ward Date ► _____

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

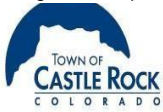
An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



Agreement Approval Form (No Purchase Order)

Future Obligations (OMT): ☐ Yes ☒ No		☐ Sole Source Approval Included (If Applicable)	☐ Change/Task Order
Vendor: Douglas County Community Foundation			Vendor #:
Title: 2023 Service Contract / MOU			
Department: Town Manager			
Contract Amount: \$17,857		Contingency Amount:	
GL Account(s):		Project Code:	

Envelope Coordinator (Dept. Admin):	DocuSigned by:  2C2E9A3FF5HD43...	Date: 5/5/2023 3:42 PM MDT
Supervisor/Other Approvers:		Date:
Assistant Director: (If Applicable Per Department Procedure)		Date:
Director:	DocuSigned by:  E598BA0D2B304ED...	Date: 5/9/2023 12:39 PM MDT
Other Department Director: (If Budget Impacts Another Department)		Date:
Records Manager:	DocuSigned by:  A4814204A97849B...	Date: 5/11/2023 1:15 PM MDT
Legal:		Date:
Legal Review:		Date:
Town Attorney:	DocuSigned by:  F7347F32A6794D1...	Date: 5/9/2023 1:17 PM MDT
Chief Technology Officer: (For All Technology Agreements)		Date:
Finance:		
☒ Budget & GL Account Approved ☐ GL Account Correction: <u>110-1530-415.80-14</u> ☐ Project Code Correction: <u>na</u>		
Analyst:	DocuSigned by:  761855C9D7E740F...	Date: 5/15/2023 10:11 AM MDT
Finance Director:	DocuSigned by:  47B109A71C08406...	Date: 5/15/2023 11:48 AM MDT
Town Manager (> \$25k):	DocuSigned by:  1BB5457CFF75414...	Date: 5/15/2023 1:31 PM MDT
Town Clerk:	DocuSigned by:  208A8A4EDEC3A4F...	Date: 5/15/2023 7:03 PM MDT
Records Manager (Final Approved Copy):		



NOTES: