Memorandum of Understanding

City Park Alliance and the Friends of the Electric Fountain

August 22, 2007 (modified draft from Larry Kereeman, FotEF)

Whereas, the mission of the City Park Alliance (CPA) among other things is to improve and maintain historic features, to help fund capital improvements in City Park and to accomplish these goals by forming strategic partnerships. Whereas, the Friends of the Electric Fountain (FotEF) is a group with a similar mission that is focused on the restoration of the historic electric fountain in City Park. Whereas, the CPA is a 501( c)(3) non profit organization. Whereas, the two organizations desire to enter into a cooperative relationship to accomplish the goal of raising private funding for the restoration of the City Park Electric Fountain.

Therefore, the purpose of this Memorandum of Understanding (MOU) is to establish an agreement between the City Park Alliance and the Friends of the Electric Fountain regarding their respective roles and responsibilities in this cooperative effort to raise funds and promote the restoration of the fountain. Further, it is the intent of both parties to pursue this project consistent with the direction and requirements of the Denver Department of Parks and Recreation.

The term of this MOU shall be established by the mutual consent of the CPA and FEF and may be modified and revised upon the agreement of both parties.

The Friends of the Electric Fountain has the primary responsibility for leading the private fundraising campaign for the fountain project, providing the direction and strategies to accomplish the fundraising goals, developing informational and promotional materials and identifying funding opportunities, including grants. The FotEF may cite the support of CPA in any promotional materials.

The City Park Alliance will serve as the fiscal agent on behalf of the FotEF, receiving donations from private and individual donors and providing tax receipts, holding such funds in an account earmarked for the fountain project, providing monthly/quarterly reports on the status of the funds and disbursing said funds as directed by the authorized designee of the FotEF.

The CPA may retain a percentage of the funds collected as an administrative fee for serving as the fiscal agent of the project under the following schedule:

- Donations from $25.00 (minimum donation) to $2,499.99 – 10%
- Donations from $2,500.00 to $9,999.99 – 8%
- Donations from $10,000.00 to $99,999.99 – 6%
- Donations from $100,000.00 and up – 5%

Gifts will be acknowledged by a card signed by both the CPA and the FotEF indicating the tax deductibility of the gift, specific item the gift is for and any memorial information.

The CPA may conduct fundraising in its own name to benefit the electric fountain project and may use information and materials about the fountain project, along with other projects, to raise funds for the general operations of CPA.

By: ____________________________  ____________________________  ____________________________
                     Name                        Title                        Date

By: ____________________________  ____________________________  ____________________________
                     Name                        Title                        Date
MEMORANDUM OF UNDERSTANDING

City Park Alliance
And
Denver Parks And Recreation Department

Whereas City Park, located in the City and County of Denver, Colorado (Map attached as Exhibit A) comes within the jurisdiction of the City’s Manager of Parks and Recreation (the “Manager”) who is responsible for the operation and control of its facilities; the Manager recognizes the benefit of cooperating with citizen-based groups that can provide advice, public awareness and private funding to support the mission of Denver Department of Parks and Recreation. The City Park Alliance (the “Alliance”) is one such group who wishes to enter into this Memorandum of Understanding (“MOU”) and establish the role and relationship between the Alliance and the Manager.

The purpose of this MOU is to assure that the activities of Alliance benefit the people of the city and the general public through this public – private cooperation. The City Park Alliance is a non-profit organization with a managing board of up to 17-members drawn from the community, local neighborhood associations, and with representation from both the Zoo and the Denver Museum of Nature and Science. The Manager will be a member of the Board as an ex officio director, however the Manager may designate a staff representative to attend Board meetings. The Manager may also appoint a director to serve on the Board.

The mission of the Alliance is to serve as an advocate in supporting City Park and to help implement the City Park Master Plan. The Alliance may sometimes act as a conduit for communication between the community, neighborhood groups, the institutions within the Park (e.g. the Museum of Nature and Science and the Zoo), City Park Golf Course and the Department of Parks and Recreation. The Alliance may also on occasion serve as an umbrella organization in bringing groups together to discuss City Park issues and provide a public forum for input into decisions affecting the park and its use. The Alliance
supports, promotes, facilitates, and administers programs and activities within the park which help realize the vision of City Park as Denver's "People's Park".

This MOU is intended to be a working document and as such may be modified and revised upon the agreement of the City and the Alliance. The MOU will be reviewed on a regular basis but at a minimum at least every three years to adjust and modify the understanding to reflect current and future working relationships. The MOU can be terminated by either the Alliance or the City upon written notice, by certified mail, return-receipt requested, to the other of its election that this MOU shall cease. Such notice shall be signed by the Manager or the Chairman of the Board of the Alliance.

The Alliance shall promote and help implement the Master Plan for City Park through its advocacy in sponsoring forums for discussions regarding decisions that affect the park, making recommendations on permitting issues, and proactively promoting, supporting, and or sponsoring activities which further this vision of the park.

The Alliance will pursue and obtain 501(c)(3) status to establish itself as a non-profit organization and continue its public-private relationship with the City.

The Alliance may select a park improvement project to support through its fund-raising and community involvement activities. The project will be consistent with the objectives of the City Park Master Plan and have the written approval of the Manager.

The Alliance will, when appropriate, facilitate communications, including but not limited to: newsletters, website information and public forums, between the city, the institutions within the park (including golf) and the community concerning City Park issues and information.

The Alliance will review the policies for special events permitted in City Park and may make recommendations to the Manager to ensure that the enjoyment of all park users is considered and conflicts between different users is avoided in City Park.
The Manager may, upon request and based on availability, provide office support for minor clerical functions.

All gifts of money made to the City for use in City Park shall remain under the control of the Manager and utilized only for projects within City Park. All gifts of money made to the Alliance shall remain under the control of the Alliance and utilized only for projects within City Park.

Other appropriations to the Department of Parks and Recreation as may be authorized from time to time by the Mayor and appropriated by the City Council, such as capital improvement project funds, will remain under the control of the Manager.

By: [Signature]
Carolyn Lievers, City Park Alliance Chair

By: [Signature]
Kim Bailey, Manager of Parks and Recreation