

**MEMORANDUM OF UNDERSTANDING BY AND BETWEEN
CITY OF CHERRY HILLS VILLAGE AND CHERRY HILLS LAND PRESERVE
REGARDING QUINCY FARM**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into and made effective as of the date of its mutual execution by the Parties ("Effective Date") by the CHERRY HILLS LAND PRESERVE, INC., a Colorado non-profit corporation ("CHLP") and the City of Cherry Hills Village, a Colorado home rule municipality ("City"). The City and CHLP may be individually referred to as "Party" and collectively referred to as the "Parties" herein.

RECITALS

WHEREAS, the City is the owner of a 17.5-acre property gifted to it by Catherine Anderson and known as "Quincy Farm" and which is subject to a Deed of Conservation Easement recorded in the Arapahoe County real property records on December 18, 2007 at Reception Number B7157828 (the "Conservation Easement"); and

WHEREAS, CHLP is a local non-profit organization that focuses on preserving natural landscapes, connecting people to nature, and helping nature thrive in our community; and

WHEREAS, guidelines for maintenance, care and preservation of Quincy Farm are set forth in the Conservation Easement, the listing of Quincy Farm on the National Register of Historic Places, and the Secretary of the Interior's Standards for the Treatment of Historic Properties; and

WHEREAS, the Parties expressly acknowledge that this MOU: (1) is not binding on either Party; and (2) does not commit the City or CHLP to any expenditure of funds; and

WHEREAS, the Parties expressly acknowledge that pursuant to Section 5.1 of the City Charter, only the Mayor is authorized to sign contracts binding the City, and that a mutually enforceable contract regarding a partnership to support Quincy Farm would require subsequent negotiation and formal approval of a binding agreement; and

WHEREAS, the Parties agree to collaborate in an ongoing, long-term process to preserve Quincy Farm and promote uses for Quincy Farm that instill appreciation and respect for the natural and human history of the area, consistent with the terms and conditions of the Conservation Easement.

1.0 Term; Allocation of Costs and Expenses.

1.1 This is a non-binding Memorandum of Understanding that is terminable at any time by either Party upon 90 days' notice of termination in accordance with the provisions of Section 3.0 of this MOU.

1.2 Each Party shall be responsible for its own costs and expenses for any matters arising out of or related to this MOU. No Party accepts or assumes any liability for any acts or omissions of another Party.

2.0 Collaborative Efforts.

2.1 Beginning in 2022, CHLP will, in collaboration with City staff, prepare an annual plan for the succeeding calendar year by July 31 ("Plan"). The Plan will contain the following elements:

- A. A list of programs and activities proposed for the year;
- B. A budget (for both operating and capital funds) that will specify the amount of funds to be contributed by CHLP towards the Plan;
- C. Any requests for funds from the City; and
- D. A list of potential grants that could be pursued.

CHLP will present the Plan to the Cherry Hills Village City Council and secure the City Council's approval of the Plan prior to its implementation.

2.2 Pursuant to its 501 (c) (3) tax status, CHLP will place all funds raised for Quincy Farm programs and projects into a restricted dedicated account to be used solely for those purposes.

2.3 To ensure a high level of continuing collaboration, the City and CHLP will immediately form a Quincy Farm Team ("Team") made up of City staff appointed by the City Manager, and CHLP staff and board members as appointed by the CHLP Board of Directors. The Team will meet at least monthly.

2.4 Cherry Hills Land Preserve.

2.4.1. Public Access CHLP will immediately collaborate with the City to work with Colorado Open Lands on establishing the parameters for public access to Quincy Farm.

2.4.2. Community Awareness CHLP will, as soon as practicable after execution of this MOU, plan and execute a program to build greater awareness of Quincy Farm. CHLP will identify the Quincy Farm Project as a collaborative partnership between the City and CHLP in all promotional materials. CHLP will secure the City's prior approval for all media promotions, advertisements, and other notices or invitations.

2.4.3. Staff and Volunteer Support CHLP will provide volunteers, training and supervision as agreed upon in support of the annual plans.

2.4.4 Capital Projects CHLP will contribute to capital projects as agreed in support of the annual plans.

2.4.5. Identification of City CHLP will identify the City as a partner on all joint projects. As part of this collaboration, CHLP will secure advance City approval on

all media promotions that are agreed upon by the City and CHLP.

2.5 City of Cherry Hills Village

2.5.1 Property Responsibilities The City will provide utilities, water, and electricity to the property and preserve, protect, and maintain the land and its structures consistent with the terms and conditions of the Conservation Easement. The City will also continue to insure the Quincy Farm property in an appropriate manner.

2.5.2 Oversight The City will provide oversight for all capital projects occurring at Quincy Farm.

2.5.3 Identification of CHLP The City will identify CHLP as a partner on joint Quincy Farm projects when applicable. Partnership identification may include CHLP logos on signs, media, and other communications. As part of this collaboration, the City shall secure advance approval from CHLP on all media promotions that are agreed upon by the City and CHLP.

2.5.4 Annual Permit The City will create a comprehensive annual permit program for CHLP's programming and events at Quincy Farm.

3.0 Notices

3.1 Any notices pursuant to this MOU shall be made in writing and either delivered directly, sent by certified or registered mail, return receipt requested, or sent by USPS Express Mail to the following:

City: City of Cherry Hills Village
2450 E. Quincy Avenue
Cherry Hills Village, Co 80113
Attn: City Manager

With a Copy to: Michow Cox & McAskin, LLP
6530 S. Yosemite St., Suite 200
Greenwood Village, CO 80111
Attn: Kathie Guckenberger, Esq.

CHLP: Cherry Hills Land Preserve
P.O. Box 522
Englewood, CO 80151-0522

3.2 All notices shall be deemed to be provided on the date of the return receipt or acknowledgment of delivery.

3.3 As a courtesy, notices shall also be sent by email.

4.0 Amending MOU.

4.1 No modification of this MOU shall be effective unless agreed to in writing by each Party.

5.0 Provisions Non-Binding.

5.1 Nothing in this MOU is intended to create binding obligations upon the City or CHLP. Notwithstanding this provision, the City and CHLP each acknowledge their intent to cooperate in good faith to accomplish the goals of this MOU.

Remainder of page left blank intentionally – signature page follows

Signature page for MOU between City of Cherry Hills Village and CHLP

CITY OF CHERRY HILLS VILLAGE,
a Colorado home rule municipal corporation

BY: 
Chris Cramer, City Manager

Date: 12-10-21, 2021

ATTEST:


Laura Gillespie, City Clerk

APPROVED AS TO FORM:


Kathie Guckenberger, City Attorney

CHERRY HILLS LAND PRESERVE,
a Colorado non-profit corporation

By: 
ANNE BRETZ CARPENTER
Printed Name

VP PROGRAMS
Title

Date: December 9, 2021

