

**MEMORANDUM OF UNDERSTANDING
FOR MUTUAL COOPERATION IN OBTAINING GRANT FUNDING**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into as of the 22 day of September, 2025 by and between the **TOWN OF GRAND LAKE** ("Town"), a Colorado municipal corporation, and **THE ROTARY CLUB OF GRAND LAKE** ("Rotary"), a Colorado non-profit organization, (collectively, the "Parties").

RECITALS

WHEREAS, the Town is a Colorado municipality organized under article XX of the Colorado Constitution; and

WHEREAS, the Rotary is a Colorado non-profit corporation and charitable organization; and

WHEREAS, both Parties both serve the Town of Grand Lake and its residents through cooperatively providing community benefits and pursuing grants and related funding options for the same; and

WHEREAS, the Parties desire to formalize this mutual understanding and reaffirm their commitment to continuing this cooperative practice of grant funded community service.

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

AGREEMENT

1. **Effective Date and Term.** This MOU is effective as of the date the last Party signs this MOU and shall continue in effect until terminated in accordance with its terms.
2. **Acknowledgement.** The Parties acknowledge that the Town has legal development inspection and review fee schedules and have the legal authority to assess and collect these fees to defray the administrative costs of reviewing development applications.
3. **Town Cooperation Regarding Grants and Community Services.** The Town agrees to cooperate and act in good faith to assist Rotary in obtaining grant funding, including but not limited to, coordinating applications, reviews, and any documents necessary to secure grant or other funding methods and assist in the implementation of the same for the benefit of the Grand Lake community.
4. **Rotary Cooperation Regarding Grants and Community Services.** The Rotary agrees to cooperate and act in good faith to assist the Town in obtaining grant funding, including but not limited to, coordinating applications, reviews, and any documents necessary to secure grant or other funding methods and assist in the implementation of the same for the benefit of the Grand Lake community.

5. **Additional Considerations of Each Party**

- a. **Expense Management.** The Rotary may manage all expenses, make all purchases assuring best value utilizing comparison shopping, competitive bidding and similar techniques. The Town may assist, if the Parties agree it is of benefit to the specific grant or project.
- b. **Administering Project Delivery.** The Town may administer the grant project, including inclusion of the Rotary participation when applicable.

6. **Governmental Immunity.** Nothing in this MOU shall be construed as a waiver of the limitations on damages or any of the privileges, immunities, or defenses provided to, or enjoyed by, the Parties under common law or pursuant to statute, including but not limited to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*

7. **Termination.** This MOU shall remain in effect indefinitely unless modified by mutual written agreement of the Parties, or unless sooner terminated. Either Party may terminate this MOU upon thirty (30) days' prior written notice to the other Party.

8. **Governing Law.** This MOU shall be governed by and interpreted in accordance with the laws of the State of Colorado.

9. **Entire Agreement.** This MOU is the entire agreement between the Parties with respect to the matters covered by it, and supersedes any prior understanding or agreements, oral or written, with respect thereto.

10. **Modification.** This MOU may not be modified or altered, except in writing, signed by both Parties.

11. **Notices.** Any notice permitted or required by this MOU shall be in writing and shall be hand-delivered or sent by certified or registered mail, postage prepaid, return receipt requested, to the following addresses. Notices are effective upon receipt

TOWN

Attn: Town Manager
P.O. Box 99
1026 Park Ave.
Grand Lake, CO 80447
(970) 627-3435

ROTARY

Attn: President
PO Box 723
Grand Lake, CO 80447
(970) 471-5101

12. **Dispute Resolution.** In the event of any dispute or claim arising from or related to this MOU, the Parties shall use their best efforts to settle such dispute or claim through good faith negotiations or mediation with each other. If such dispute or claim is not settled through these negotiations or mediation, then either Party may institute a civil action in the District Court for Grand County.

13. **Governing Law and Venue.** Colorado law governs this MOU. Jurisdiction and venue shall

lie exclusively in the Grand County District Court.

14. **Severability.** If any provision of this MOU is held by a court of competent jurisdiction to be invalid or unenforceable, all other provisions shall continue in full force and effect.

15. **Non-Assignment.** Neither Party shall assign this MOU. This MOU is not intended to benefit the Parties and the Town of Grand Lake and its residents as a whole, and shall not confer rights on any person or entity not named as a party to this MOU.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU as of the Effective Date first above written.

Town of Grand Lake

Rotary Club of Grand Lake

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____