

Memorandum of Understanding Staff Report

Date: July 10, 2025

To: Douglas County Board of County Commissioners

Through: Douglas J. DeBord, County Manager

From: Jennifer L. Eby, AICP, Director of Community Services

CC: Kim Smith, Community Programs Coordinator
Allison Cutting, Community Services Supervisor

Subject: **Memorandum of Understanding between Douglas County and the Douglas County Community Foundation to administer the Philip S. Miller Grant**

Board of County Commissioners' Business Meeting

July 22, 2025 @ 1:30 p.m.

I. EXECUTIVE SUMMARY

The Board of County Commissioners (BCC) directed staff to renew the Memorandum of Understanding (MOU) transferring administration of the Philip S. Miller Grant (PSM) from Douglas County to the Douglas County Community Foundation (DCCF) for a three-year period.

II. REQUEST

Staff requests approval of the MOU between Douglas County and the DCCF, to transfer administration of the PSM grant to the DCCF for a three-year period.

III. BACKGROUND

PSM is the legacy of Douglas County businessman and philanthropist Philip Simon Miller, and his wife, Jessie. In 1980, the Millers, having no children, established the PSM Charitable Trust (Trust) and named nine beneficiaries to receive an annual cash distribution from income generated by the Trust upon their deaths.

As one of the beneficiaries, Douglas County established the PSM Grant to administer funds received from the Trust. Throughout the years, Douglas County staff has been responsible for overseeing the grant process.

The initial request transferring administration of the PSM Grant to DCCF came from the BCC in 2022. A MOU between the two parties was signed and approved on August 23, 2022, for a three-year period, which ends this year.

DCCF has been performing the work outlined for the past three years. The BCC reviews and approves annual funding recommendations and distributes grant awards.

IV. DISCUSSION

At the May 19, 2025, Work Session, the BCC requested that staff draft another MOU transferring administration of the PSM Grant to DCCF for another three-year period.

The primary purpose of the MOU is to establish guidelines regarding the transfer of Trust funds and oversight of the grant program for a three-year period beginning with 2025 funds. The average annual PSM grant available for distribution is approximately \$200,000.

Grant proposals providing services and outcomes that address self-sufficiency, at-risk youth, suicide prevention, senior programming, and gaps in medical and mental health services will continue to be prioritized at the direction of the BCC.

V. RECOMMENDED ACTION

Staff recommends approval of the MOU between Douglas County and the DCCF by the BCC, transferring administration of the PSM Grant to DCCF for a three-year period as it complies with County approval standards and policies.

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**MEMORANDUM OF UNDERSTANDING
BETWEEN DOUGLAS COUNTY AND
DOUGLAS COUNTY COMMUNITY FOUNDATION**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into this _____ day of _____, 2025, by and between the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO** (“County”), and **DOUGLAS COUNTY COMMUNITY FOUNDATION**, authorized to do business in Colorado (“DCCF”). The County and DCCF are hereinafter collectively referred to as the “Parties”.

RECITALS

WHEREAS, the Philip S. Miller Grant Program is the legacy of Douglas County businessman and philanthropist Philip Simon Miller and his wife Jessie. In 1980, the Millers established the Philip S. Miller Charitable Trust (“Trust”). The Millers named nine beneficiaries to receive annual cash distributions upon the Millers’ deaths. The distributions would result from income generated by the Trust; and

WHEREAS, Philip S. Miller named the County as one beneficiary of the Trust distributions to be used exclusively for charitable, scientific, literary, or educational purposes; and

WHEREAS, the County has determined that partnering with DCCF to utilize its distribution from the Trust for nonprofit grant funding will meet the purpose of the Trust and effectually strengthen local nonprofit organizations and enhance the lives of Douglas County residents; and

WHEREAS, the Parties would like to formally memorialize their partnership using this MOU and agree as follows.

1. **Contribution.** The County will contribute one hundred percent (100%) of the adopted budget for the Trust distributions received on an annual basis (“Grant Funds”) to DCCF commencing within the third quarter of fiscal year 2025 to fund the Philip S. Miller Grant Program (“Grant Program”). Any other provision of this MOU notwithstanding and pursuant to Section 29-1-110, C.R.S., the amount of Grant Funds appropriated for this MOU will be determined annually within the third quarter for each grant cycle. In no event shall the County be liable for payment under this MOU for any amount in excess thereof. The County is not under obligation to make any future apportionment or allocation to this MOU. Any potential expenditure for this MOU outside the current term is subject to future annual appropriation of Grant Funds for any such proposed expenditure. Any future apportionment or allocation shall only be used in furtherance of the County’s objectives as outlined below.

2. **Term.** The term of this MOU shall commence July 22, 2025, and terminate on July 22, 2028. This MOU and/or any extension of its original term shall be contingent upon annual funding being appropriated, budgeted, and otherwise made available for such purposes. If in adopting the budget for the subsequent year, the County decides not to provide funding to DCCF for the Grant Program, then the County may withdraw from this MOU by written notice to DCCF.

3. Objectives.

a. DCCF shall deposit all Grant Funds into a designated bank account held by DCCF until awards are distributed to grant recipients. Notwithstanding anything herein to the contrary, DCCF shall at all times hold and administer the funds in accordance with the provisions of the Internal Revenue Code (“IRC”) and appropriate IRC regulations, as well as DCCF’s Articles of Incorporation and Bylaws (“Articles”) as they now exist or may be hereafter amended.

b. DCCF shall provide grant opportunities for local nonprofit entities through a competitive grant application with thorough review and scoring process. In awarding Grant Funds, DCCF shall prioritize local nonprofit organizations proposing to provide services and outcomes that address self-sufficiency, at-risk youth, suicide prevention, senior programming, and gaps in medical and mental health services.

c. For the term of this MOU, DCCF will notify local nonprofit organizations when the Grant Program application process is open. In the third quarter of each fiscal year, DCCF will accept, review, and score all applications received. In the fourth quarter of each fiscal year, DCCF will provide recommendations to the County of which grant recipients to approve and what amount of Grant Funds to award. Approved award amounts will be provided in the form of a bank check by DCCF. The County will distribute grant awards to recipients at a Business Meeting in the fourth quarter of the year. The grant schedule may be re-configured as long as both Parties are in agreement.

d. Grant recipients may utilize Grant Funds for one year from the date of receipt. Once grant recipients have exhausted their funding, they shall report all use of their Grant Funds to DCCF. If the grant recipient does not fulfill its intended purpose with the grant funds, or fails to meet the required guidelines, then those funds must be returned to DCCF and reported to the County. DCCF shall submit an annual report to the County documenting the use of the prior year contributions of all grant recipients, due on or before August 31 of the current term.

e. The DCCF Board of Directors shall ensure that all Grant Funds are used consistent with the Trust purposes and this MOU. Grant Funds shall not be used for DCCF’s administrative costs.

f. DCCF acknowledges that the County’s decisions are final concerning any award of Grant Funds or reimbursement of any submittal or re-submittal and cannot be challenged or appealed in court or otherwise. DCCF hereby waives, relinquishes, and forever releases any and all claims or actions for damages, injunctive relief, and any other relief of any kind whatsoever, that it has or may have now or in the future, against the County, its commissioners, elected and appointed officials, employees, and agents, to obtain advancement or reimbursement of Grant Funds and/or expenses related to this MOU, or to obtain damages for the County’s failure to advance or pay Grant Funds and/or expenses related to this MOU, or to seek any other relief that is inconsistent with this MOU.

4. **No Waiver of Governmental Immunity Act.** No term or condition of this MOU shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights,

benefits, protections, notice requirements or other provisions of the Colorado Governmental Immunity Act, C.R.S. 24-10- 101 *et seq.* as applicable now or hereafter amended.

5. **Headings; Recitals.** The headings contained in this MOU are for reference purposes only and shall not in any way affect the meaning or interpretation of this MOU. The Recitals to this MOU are incorporated herein.

IN WITNESS WHEREOF, the Parties have executed this MOU as of the above date.

DOUGLAS COUNTY COMMUNITY FOUNDATION

By: _____
Printed Name: _____

Title: _____
Date: _____

ATTEST:
Signature of Notary Public Required:

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025,
by _____.

Witness my hand and official seal

Notary Public
My commission expires: _____

**BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF DOUGLAS**

APPROVED AS TO CONTENT:

Abe Laydon
Commissioner, Chair

Douglas J. DeBord
County Manager

APPROVED AS TO LEGAL FORM:

Date: _____
APPROVED AS TO FISCAL CONTENT:

Arielle J. Denis
Assistant County Attorney

Andrew Copland
Director of Finance

Date: _____

Date: _____