

**MEMORANDUM OF UNDERSTANDING**

Between

**THE GREENE COUNTY BOARD OF SUPERVISORS**

And

**THE GREENE COUNTY PARKS AND RECREATION FOUNDATION, INC.**

**(Operating MOU)**

This **MEMORANDUM OF UNDERSTANDING** (“MOU”) is entered into on the 28th day of October, 2025, between the Greene County Board of Supervisors (the “County”) and the Greene County Parks and Recreation Foundation, Inc. (the “Foundation”) for the purpose of soliciting funds and grants from publicly and privately supported organizations, governmental units and the general public, and by receiving gifts and donations to transfer or otherwise distribute to the County to support and enhance existing and future public parks, recreational and educational programs, services, facilities, and technology.

**WHEREAS**, the County has recognized the need to create a foundation that will provide additional funding, resources, apply for and receive grants, and identify additional benefactors to assist with funding and development of park facilities and activities; and

**WHEREAS**, the Foundation is a private, non-profit, non-stock organization, incorporated and doing business under the laws of the Commonwealth of Virginia and has applied for recognition as a tax-exempt corporation under Section 501(c)(3) of the Internal Revenue Code. The mission of the Foundation is to raise funds for the benefit of the Parks and Recreation Department (“Department”), including cash donations, grants, donations of physical assets, proceeds from estates and other financial or real property that will enhance the benefit of the citizens of Greene County and lessen the burden on local government to fund these activities; and

**WHEREAS**, the objective of this MOU is to establish the policies, procedures and other terms under which the fundraising effort will be carried out. The benefits to be derived from this MOU are consistent with the intent of the County and the establishment of the Foundation, as identified in the Foundation’s Articles of Incorporation and By-Laws; and

**WHEREAS**, the authority for the Foundation to enter into this MOU with the County is contained in the Articles of Incorporation and By-laws of the Foundation and by resolution of the Board of Directors of the Foundation (“Foundation Board”); and the County, by resolution of the Board of Supervisors, has authorized this MOU.

**WITNESSETH:** That for and in consideration of the County’s recognition of the Foundation and its activities to raise funds and accept contributions for the benefit of the

Department by enhancing the recreational and educational opportunities offered through the Department for the benefit of the citizens of Greene County, and the County's allowance of the Foundation to use County facilities for its activities benefiting the Department, the parties hereto mutually agree, subject to the exceptions, restrictions and reservations hereinafter contained, as follows:

**I. STATEMENT OF WORK**

**A. The County agrees to:**

1. Recognize the Foundation as the primary organization suited to raise funds for the purpose of this MOU.
2. Provide the Foundation with all necessary information concerning the County's fundraising policies and procedures to which the Foundation must adhere.
3. Review and approve the fundraising and financial plans of the Foundation for each fiscal year.
4. Provide appropriate acknowledgement and endorsement of the Foundation's fundraising activities.
5. Arrange and conduct tours and inspections for individuals and groups at the request of the Foundation and to the extent deemed practicable by the Department. Such activities may not, in the judgment of the Department, unduly infringe upon or detract from the normal visitor activities and services at any park or park facility.
6. Accept the donation of in-kind contributions, including the use of collections, storage and administrative space, interpretive materials and media, equipment, materials and services, to the extent these donations do not violate any term of this MOU.
7. Identify a county employee to serve as liaison with the Foundation on all matters covered by this MOU.
8. Provide information, technical assistance, and access to archival materials, photographs, drawings, and other such materials as may be needed to develop promotional and other materials required for the purposes described in this MOU. Review and approve promotional materials, advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts, or other publications developed by the Foundation for the purposes of this MOU. Such a review by the County will be reasonable and timely. The County will make its best efforts to ensure that any materials prepared for public consumption by the Department related to the Foundation, such as press releases, brochures, or other forms of publicity, will be submitted to the Foundation in a timely manner.

9. The County understands the Foundation will need initial support services before it can generate enough assets to thrive on its own. Therefore, the County is resolved to assist the Foundation when capable and requested through a written request from the Foundation, such as legal counsel to support the creation of policies and governing documents, a space to house official documentation, and other items as requested and approved.
10. To verify and review the financial report from the books, correspondence, memoranda and other records of the Foundation, during the period of this MOU, and for such time thereafter as may be necessary to accomplish such verification.

**B. The Foundation Agrees to:**

1. Maintain its recognition from the Commonwealth of Virginia as a duly incorporated non-stock, not-for-profit corporation in accordance with Virginia law and maintain a valid determination letter from the United States Internal Revenue Service (IRS) listing the Foundation as a not-for-profit corporation defined by Section 501(c)(3) of the United States Internal Revenue Code of 1986, as amended, and carry out the fiscal, business, legal and tax responsibilities of such a corporation.
2. At all times, be fully qualified under State and Federal law to engage in fundraising and receive philanthropic contributions for the purposes identified herein.
3. Conduct fundraising campaigns for the purposes identified herein, and in accordance with the County's fundraising policies and guidelines.
4. Develop a Fundraising Plan that addresses roles and responsibilities, including goals and potential projects; timetable; scope; potential donors; fundraising strategies and techniques to be used; promotional or marketing strategies; donor recognition guidelines; and fundraising experience of personnel assigned to carry out the plan.
5. Develop, no later than 120 days after the date this MOU becomes effective, and with assistance as needed from the County, a financial management plan identifying administrative and support structures; administrative and project costs, and how those costs will be paid; guidelines for controlling administrative expenses; management strategies and use of donated funds. The financial plan shall become part of the Fundraising Plan.
6. Donate to the County, when available and appropriate, in-kind contributions, including the use of collections storage and administrative space, interpretive materials and media, equipment, materials, and services. Any facilities the Foundation receives directly, and as approved by the County, shall, at an appropriate time as determined in agreement by the Foundation, County, and Board of Supervisors, become the property of the County.

7. Submit all third-party MOUs of a material nature, as determined by the Director of Parks and Recreation, to the County for review and approval before execution.
8. Obtain prior approval from the Director and any necessary permits for any ceremonies or other events to be held on County property. Upon completion of the fundraising campaign, or upon expiration or termination of this MOU, relinquish any and all rights to, or oversight of, maintenance, operating or other reserves held by the Foundation to ensure the proper cyclical maintenance and ongoing operations of the facilities.
9. In the event the funds raised for a specific project are insufficient to fully fund the completion of the project, and it is mutually agreed by the County and the Foundation that the project will not be completed (or started as the case may be), any funds raised for the project that are not required by the donors of such funds to be returned to them (less fundraising expenses) shall be retained by the Foundation and deposited in a special account for the benefit of the Department to be used for any other projects operated by the Department.
10. Utilize all net profits or income as may be derived from the activities in the name of the Department or County for the purposes authorized and in the manner described in this MOU and will not engage in any activity for the private profit of any individual or organization in the name of the Department or County.

**C. The Foundation and the County Jointly Agree:**

1. To regularly keep each other informed of progress in implementing the MOU.
2. To cooperate to develop promotional materials and events.
3. To promote the development of Parks and Recreation facilities for the citizens of Greene County that meet the needs of the community, complement existing facilities or programs, and that are consistent with the existing facilities and/or the Strategic Plan of the Department.
4. That nothing in this MOU shall constitute a partnership or joint venture among the parties, and does not give any party the right to bind or obligate the other party in any manner not specifically authorized in this MOU.

**D. The Foundation must obtain prior approval from the County before:**

1. Commencing any fundraising campaign.
2. Holding special events on County-owned land within any park boundary.
3. Entering into third-party MOUs of a material nature as determined by the Director.

4. Assigning this MOU or any part thereof.
5. Constructing any improvements on park lands.
6. Releasing any public information that refers to any employee (by name or title), or to this MOU. The specific text, layout, photographs, etc., of the proposed release must be submitted to the Director along with the request for approval.
7. Using the name of the Department or County in any manner for the solicitation of funds and services or the procurement of services.

## **II. NATURE OF MOU**

The County and the Foundation expressly acknowledge that this MOU is in the nature of a license to the Foundation, and that control, management, direction, and policy authority over the County and Department or staff members are not assigned in any way to the Foundation through this MOU or otherwise.

## **III. APPLICABILITY**

The County and the Foundation expressly acknowledge that this MOU is applicable only to those activities of the Foundation undertaken in the name of or the benefit of the Department, and that this MOU does not extend to the internal functions of the Foundation.

## **IV. FISCAL REQUIREMENTS**

### **A. The Foundation shall:**

1. Maintain accounting books and records in accordance with recognized accounting principles and shall make those records available for review by the County, its designee, or designated reviewer, or at a reasonable time and in a reasonable manner.
2. The Foundation will submit to the County a full and complete financial statement no later than the 30<sup>th</sup> day of September of each year for the preceding fiscal year, detailing all financial operations of the Foundation. The report shall be prepared by an accountant, or bookkeeper, and shall be in such detail that all gross receipts realized and expenses incurred by, or accruing to, the Foundation in connection with activities under this MOU will be included.
3. Permit the County, or its designee, to verify and review the financial report from the books, correspondence, memoranda and other records of the Foundation, during the period of this MOU, and for such time thereafter as may be necessary to accomplish such verification.

B. All financial records of the Foundation shall be kept for a period of no less than seven (7) years. Upon termination of this MOU, copies of all such records shall be made available to the County upon request for inspection and copying.

C. If required by the County, the Foundation shall obtain bonds, in amounts to be agreed upon by the County, for their financial officers and other persons with access to Foundation accounts, or who are authorized to handle money or other financial assets of the foundation.

## **V. APPROPRIATIONS**

Nothing contained in this MOU shall be construed as binding the County to expend in any one fiscal year any sum in excess of appropriations made by the Greene County Board of Supervisors, and available for the purposes of this MOU for that fiscal year, or as involving Greene County in any contract or other obligation for the further expenditure of money in excess of or in advance of receipt of such appropriations or other funds. In accordance with County policy, no construction of any project described in future plans or MOUs or exhibits thereto may begin until the Authority and the Foundation agree that sufficient funds are available to complete the planned construction project.

## **VI. AMENDMENTS**

The Authority and the Foundation mutually understand and acknowledge preparation of the comprehensive design for any project may cause either or both parties to recommend changes to this MOU. Such revisions may be recommended by either party to the other. Modifications, revisions, or additions to this MOU shall be made in writing and will become effective only upon the written approval of both parties to this MOU and the County Attorney. Amendments must be dated and signed by the Parks and Recreation Board Chairman of the Board of Supervisors or other authorized representative to this MOU.

## **VII. DESIGNATED CONTACTS**

The persons listed below are identified as the Designated Contacts considered essential to the work being performed under the MOU:

The designated contact for the Greene County Parks and Recreation Foundation is the Chairman of the Foundation.

The designated contact for Greene County is the County Administrator or Director, as determined by the County Administrator or as otherwise set forth in this MOU.

## **VIII. INDEMNIFICATION**

The Foundation will indemnify and hold harmless the County from and against any losses, damages, expenses, claims, demands, suits and actions by any party against the County based on any intentional or negligent action or omission to act by any member or agent of the

Foundation in connection with any work performed or conducted by the Foundation or relating to the Department. The parties understand the Department is a unit of government and both it and its employees are protected from liability under the doctrine of sovereign immunity. To the extent permitted by law, in light of sovereign immunity that protects the Department, its agents, and employees, the County will indemnify and hold harmless the Foundation, and its Board members, against all losses, damages, expenses, claims, demands, suits and actions by any party against the Foundation based on any intentional or negligent action or omission to act by any employee or agent of the County in connection with work performed by the County pursuant to this MOU.

## **IX. NON-DISCRIMINATION**

All activities pursuant to this MOU shall be subject to all provisions of Federal, state, and local laws and regulations prohibiting discrimination on the grounds of race, color, national origin, handicap, religion, or sex in providing facilities and services to the public.

## **X. PUBLIC LAWS**

Nothing herein contained shall be deemed to be inconsistent with or contrary to the purpose of or intent of any Act of Congress or the Laws of the Commonwealth of Virginia establishing, affecting, or relating to the MOU.

## **XI. TERMINATION**

**A.** Right to Termination. Except in the case of default, either party will have the right to terminate this MOU upon three (3) months' written notice to the other party. Upon termination of this MOU, all other written MOUs between the parties shall also cease.

**B.** In order to carry out its purposes, the Foundation shall have, at all times, an operating MOU, such as this MOU, with the County. Should the Foundation ever cease to have such an MOU with the County, and it should receive written notice from the County that the County does not intend to renew the operating MOU with the Foundation, the Foundation Board shall immediately begin taking steps to wind up the affairs of the corporation and terminate its corporate state within one year of the dates of the written notice from the County.

**C.** Termination for Default. If either party fails to observe any of the terms and conditions of this MOU, the other party shall give the defaulting party notice in writing to cure such default. The defaulting party shall have 30 days after receipt of such notice to cure any such default or if the cure requires a period longer than 30 days, the defaulting party shall commence the cure within the initial 30-day period and continue diligently thereafter to pursue compliance. Upon failure of a party to abide by the foregoing requirements, the non-defaulting party may terminate this MOU for default without any legal process whatsoever by giving 10 days' written notice of termination, effective at the end of the 10-day period.

**D.** Effect of Termination. Upon termination of the MOU, or upon dissolution of the Foundation, whichever occurs first, all assets of the Foundation raised in the name of or for the

benefit of the County shall become the property of the County, to be used exclusively for the benefit of Parks and Recreation. However, the provisions of this paragraph with respect to the automatic transfer of assets raised by the Foundation shall not be deemed to include any liability insurance policies procured by the Foundation for its protection or the protection of its Directors, Offices or other agents.

## **XII. INTEGRATION**

This MOU sets forth the entire MOU and understanding among the parties relating to the subject matter hereof and supersedes all prior and contemporaneous MOUs and understandings not specified herein. This MOU may not be modified or changed other than by an MOU in writing executed by both parties.

**IN WITNESS WHEREOF**, the parties hereto have caused this MOU to be executed by their duly authorized agents and their respective seals to be hereunto affixed the day and year first above written:

**COUNTY OF GREENE, VIRGINIA**

\_\_\_\_\_  
**Chairman of the Board of Supervisors**

ATTEST:

\_\_\_\_\_  
Clerk to the Board

**GREENE COUNTY PARKS AND  
RECREATION FOUNDATION**

\_\_\_\_\_  
**Chairman of the Board of Directors**

ATTEST:

\_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED AS TO FORM: \_\_\_\_\_  
County Attorney