

**GENERAL COOPERATIVE AGREEMENT
BY AND BETWEEN
RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT
AND
FRIENDS OF SAN JACINTO MOUNTAIN COUNTY PARKS**

This General Cooperative Agreement ("Agreement") is made and entered into this 30 day of June, 2021 by and between the Riverside County Regional Park and Open-Space District, a park and open-space district created pursuant to the California Public Resources Code, Division 5, Chapter 3, Article 3, hereinafter referred to as "RIVCOPARKS" and the Friends of San Jacinto Mountain County Parks, a non-profit organization, hereinafter referred to as the "FRIENDS." RIVCOPARKS and FRIENDS are sometimes referred to in this Agreement, each individually, as a "Party," or collectively, as the "Parties."

WHEREAS, RIVCOPARKS is responsible for the maintenance and operations of Idyllwild Regional Park, and Idyllwild Nature Center (MOUNTAIN PARKS);

WHEREAS, the mission of RIVCOPARKS is to acquire, protect, develop, manage, and interpret for the inspiration, use and enjoyment of all people, a well-balanced system of park related places of outstanding scenic, recreational, and historic importance;

WHEREAS, it is the mission of FRIENDS to promote the MOUNTAIN PARKS in the San Jacinto Mountain area of Riverside County;

WHEREAS, the parties hereto desire to make available to the public the MOUNTAIN PARKS and to promote interest in the sites, educate the public about their history and promote interest in MOUNTAIN PARKS through special events, nature and educational programming, and other activities;

WHEREAS, the FRIENDS is established as a nonprofit 501c3 under the US Internal Revenue Code and as a nonprofit public benefit corporation under the California Corporations Code;

WHEREAS, RIVCOPARKS and FRIENDS entered into a General Cooperative Agreement on June 16, 2016 for a five (5) year term, expiring June 13, 2021; and

WHEREAS, RIVCOPARKS desires to accommodate the FRIENDS request to promote interest in the MOUNTAIN PARKS, the project limits and scope of which are shown on Exhibit "A";

NOW, THEREFORE, the parties do hereby enter into this Agreement to work collaboratively to further the goals and visions of both organizations in the following ways:

A. Mutual Responsibilities and Considerations

1. **Designated Organization:** RIVCOPARKS considers the FRIENDS to be the designated support organization for the MOUNTAIN PARKS

2. **Modification:** No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing, approved by the General Manager of RIVCOPARKS and the Chair of the Board of FRIENDS and signed by both parties.
3. **The Term:** This Agreement becomes effective from date written above and will terminate on June 30, 2026.
4. **Improvements:** Improvements/modifications to any RIVCOPARKS PROPERTY are prohibited without the prior written approval of RIVCOPARKS unless mutually initiated with RIVCOPARKS.
5. **Insurance:** The FRIENDS may be asked to obtain insurance as appropriate.
6. **Termination:** This Agreement may be terminated without cause at any time by either party upon written notification to the other party of not less than one hundred and twenty (120) days prior to the said date of termination. The Agreement may be terminated with cause by either party upon written notice to the other party of not less than thirty (30) days prior to the said date of such termination.
7. **Not a Joint Venture:** The parties do not undertake a partnership or a joint venture in this or any other agreement; instead they will operate as separate parties.
8. **Additional Agreements:** This Agreement outlines the general responsibilities of each party. Additional agreements may be entered into after this Agreement is executed for specific projects or undertakings. In the event of a conflict, this Agreement supersedes the terms and conditions of any future agreement.
9. **Notice:** All notices herein shall be in writing. Delivery of any such notices may be by personal delivery or by U.S. mail to the administrative office address of RIVCOPARKS or the address of FRIENDS. All notices, requests, demands, waivers, consents and other communications herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and transmitted by hand-delivery, sent by certified mail, or deposited in the United States mail, postage prepaid and addressed as follows:

If to RIVCOPARKS: Regional County Regional Park and Open-Space District
ATTN: Antone Pierucci
4600 Crestmore Road
Jurupa Valley, California 92509

If to FRIENDS: Idyllwild Nature Center
ATTN: Steve Perez
25225 Highway 243
Idyllwild, CA 92549

B. Responsibilities of RIVCOPARKS:

1. **Cooperation:** RIVCOPARKS will work collaboratively with FRIENDS to support its efforts in regard to the MOUNTAIN PARKS
2. **Liaison:** RIVCOPARKS will designate a Representative to work with FRIENDS to further the success of grants and fundraising in support of the terms of this Agreement. RIVCOPARKS' District Representative will be notified and/or welcome to attend FRIENDS board meetings as a non-voting member of the Board of Directors.
3. **Financial:** RIVCOPARKS shall bear the financial cost of maintaining the MOUNTAIN PARKS, including administrative staff, utilities, maintenance and administrative supplies, within the annual approved budget of RIVCOPARKS.
4. **Fees:** RIVCOPARKS will collect all fees associated with the operation of the MOUNTAIN PARKS
5. **Annual Report:** Provide FRIENDS with a copy of the Annual Report of RIVCOPARKS.
6. **Volunteers:** Ensure all volunteers have submitted required volunteer application paperwork and have been approved (including clearance of fingerprints) prior to volunteering at a RIVCOPARKS facility or event.

C. Responsibilities of the FRIENDS:

1. **Support:** FRIENDS will provide the support detailed in Exhibit "A" to assist RIVCOPARKS in its statutory mission to manage and operate MOUNTAIN PARKS. FRIENDS will, interalia, offer assistance with Site programming, special events, and general support through marketing and fundraising in collaboration with RIVCOPARKS.
2. **Board:** Maintain a Board of Directors as per its Bylaws and shall conduct business according to the adopted Bylaws of the FRIENDS.
3. **Volunteers:** FRIENDS volunteers will comply with all pertinent Riverside County and RIVCOPARKS requirements and guidelines regarding volunteer participation at the MOUNTAIN PARKS and its programs and events. FRIENDS will report volunteer hours on a semi-annual basis, due June 30th and December 31st of each year, to include FRIENDS meetings, fundraisers and events. FRIENDS volunteers participating in RIVCOPARKS programming shall be dual registered with RIVCOPARKS and FRIENDS to ensure that the volunteer meets the standards of RIVCOPARKS for serving as a volunteer on RIVCOPARKS property.

Notwithstanding the dual registration, any individual serving as a volunteer on behalf of FRIENDS shall not be considered a volunteer, representative or agent of RIVCOPARKS and FRIENDS shall be responsible for the acts or omissions of its volunteers.

4. **Reporting Requirements and Audits:** FRIENDS shall provide semi-annual reports, due March 31st, June 30th, September 30th, and December 31st of each year, detailing the support given over the preceding reporting period. RIVCOPARKS or any designee of RIVCOPARKS will have the right to audit the operations and the books FRIENDS or its subcontractors. FRIENDS shall comply with all applicable State, Federal, and County laws and regulations, including the requirements to maintain its California and IRS not for profit corporation status.
5. **Annual Reports:** Provide RIVCOPARKS with a copy of the Annual Report of FRIENDS reflecting current assets and liabilities at the end of FRIENDS' fiscal year. Provide RIVCOPARKS with the most current annual operating budget and most recent completed audited financial statement or income statement or profit/loss statement and balance sheet.
6. **Fundraising Notification:** FRIENDS will provide at least 30 days' notice to RIVCOPARKS of all special events and fundraising activities scheduled or approved by the FRIENDS, unless mutually initiated with RIVCOPARKS.
7. **Other Documents:** Provide RIVCOPARKS with a copy of FRIENDS Internal Revenue Service tax-exemption determination letter and annual submission of IRS Form 990.
8. **Insurance:** FRIENDS to provide a copy and maintain general liability and volunteer liability insurance. The policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit in protection per claim and shall name the "Riverside County Regional Park and Open-Space District, Park, County of Riverside, and their respective Directors, Officers, elected officials, employees, agents or representatives, as an Additional Insured." RIVCOPARKS, in its sole discretion, has the right to update these insurance requirements from time to time and to require additional insurance requirements for a particular location.
9. **Indemnification:** FRIENDS shall indemnify, defend and hold harmless RIVCOPARKS, its directors, officers, employees, appointed or elected officials, agent or representatives from any liability whatsoever, to the extent based or asserted upon acts, omissions or any services of FRIENDS, its officers, employees, agents, volunteers or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of FRIENDS, its officers, agents, employees, agents, volunteers or representatives from this Agreement. FRIENDS shall defend, at its sole

expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, RIVCOPARKS, its directors, officers, employees, appointed officials, agents or representatives in any claim or action to the extent based upon such alleged acts or omissions.

D. General Terms and Conditions.

1. **Definitions.**

- a. **Days:** All references in this Agreement to "days" shall mean calendar days.
- b. **RIVCOPARKS Property:** All references in this Agreement to "RIVCOPARKS Property" shall mean any real or personal property owned, leased, managed and controlled by the District or delegated authority over such property to RIVCOPARKS."
- c. **Fiscal Year:** All references in this Agreement to "fiscal year" shall mean the budgetary fiscal year adopted by the County of Riverside (July 1 through June 30).

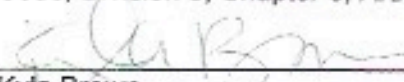
2. **Assignment.** FRIENDS shall not assign the rights and obligations of this Agreement without the written consent of RIVCOPARKS. Such consent shall be in the sole and absolute discretion of RIVCOPARKS.
3. **Severability.** In the event that any one or more of the provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained in this Agreement shall not in any way be affected or impaired thereby.
4. **Waiver.** Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's rights to insist and demand strict compliance by the other party with the terms of this Agreement thereafter.
5. **Governing Law; Jurisdiction.** This Agreement shall be governed and construed in accordance with the laws of the State of California. RIVCOPARKS and FRIENDS agree that the Agreement has been entered into at Riverside County, California, and that if any action or proceeding is commenced to enforce or interpret this Agreement, venue shall be filed in the Superior Court for the state of California, in Riverside, California.
6. **Interpretation.** The Parties hereto have negotiated this Agreement at arms-length and have been advised by their respective attorneys, or if not represented by an attorney, represent that they had an opportunity to be so represented and no

provision contained herein shall be construed against RIVCOPARKS solely because it prepared this Agreement in its executed form.

7. **Representatives.** The General Manager of RIVCOPARKS has been appointed as the authorized representative for RIVCOPARKS to administer this Agreement. The President of the Board of Directors of FRIENDS has been appointed as the authorized representative for FRIENDS to administer this Agreement.
8. **Entire Agreement.** This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.
9. **Authority To Execute.** The persons executing this Agreement or exhibits attached hereto on behalf of the parties to this Agreement hereby warrant and represent that they have the authority to bind the respective parties to this Agreement to the performance of its obligations herein.

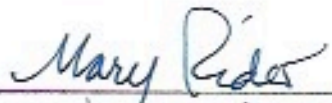
IN WITNESS THEREOF, the parties have hereto affixed their names by their respective offices thereunto duly authorized.

RIVCOPARKS
RIVERSIDE COUNTY REGIONAL
PARK AND OPEN-SPACE DISTRICT
a park and open-space district created
pursuant to the California Public Resources
Code, Division 5, Chapter 3, Article 3,


Kyla Brown
General Manager

Dated: 30 June 2021

FRIENDS
FRIENDS OF SAN JACINTO COUNTY
MOUNTAIN PARKS
a non-profit organization,


Name: Mary Rider
Title: President, FSJMCP Board of Directors

Dated: 6/3/2022

Exhibit "A"

Scope of Work for FRIENDS and Additional Terms

[Friends of the San Jacinto Mountain County Parks]

The mission of the Friends of San Jacinto Mountain County Parks (FRIENDS) to promote the coordination of activities and events for the local community and visiting public through FRIENDS volunteer initiatives and support, provision of funds for general park supplies and infrastructure, and collaboration with RivCoParks to report and assist in addressing areas of concern within the community and MOUNTAIN PARKS.

FRIENDS' GOALS

[Goal #1] Volunteer Recruitment & Operations Support

The FRIENDS shall recruit and retain sufficient volunteers to serve on the Board of Directors, to provide sufficient volunteers to plan, coordinate, and execute various activities, events, and enrichment opportunities for the promotion of environmental literacy and wellbeing of the Idyllwild Nature Center, and Idyllwild County Park.

[Goal #2] Fundraising & Financial Support

The FRIENDS shall maintain sufficient financial resources to account for administrative costs of maintaining various required statuses, insurances, accounting, and organizational needs. The FRIENDS will maintain and/or fundraise for various purposes including interpretive programming, park enhancements and/features, interpretive infrastructure, and exhibit development/improvements at the request of, and/or in collaboration with the District Representative or site manager.

[Goal #3] Special Event Planning & Support

The FRIENDS shall provide special event planning and support at the request of, and/or in collaboration with the District Representative wherever possible. Similarly RIVCOPARKS will provide special event planning and support for environmental literacy efforts to take place at Idyllwild Nature Center and Idyllwild County Park.

[Goal #4] Educational Programming & Outreach

The FRIENDS will maintain a general focus on the promotion of environmental literacy, and the historical, and cultural heritage of the Idyllwild Nature Center and Idyllwild County Park in Educational Programming and general outreach, in collaboration with the District Representative.

Exhibit B
Board of Directors and Bylaws

BYLAWS OF
FRIENDS OF SAN JACINTO MOUNTAIN COUNTY PARKS

A non-profit organization

As amended on 6/27/2020 Annual Meeting

SECTION 1. MEMBERSHIP

1.1 Membership in this Corporation is open to those who enjoy the natural amenities and activities offered by the San Jacinto Mountain park system and wish to assist, promote, advance and develop the historical, scientific, educational and cultural aspects of San Jacinto Mountain County Parks consistent with its Articles of Incorporation.

1.2 Voting members of the Corporation shall consist of representatives of the various types of membership. Each membership shall be entitled to one vote and shall have equal voting rights. Voting by members may be conducted by mail, email or in person on issues to be addressed by members at annual or special meeting of the members. The Board of Directors may also solicit proxy votes from members on issues they deem appropriate. The Board of Directors is authorized to set the time, terms and conditions of voting and resolve related issues.

1.3 Membership shall be a period of one year, commencing with the date of dues payment and payable thereafter on or before the anniversary date of the membership. Membership will expire upon non-payment of dues. Memberships are not transferable.

1.4 Membership Dues

The Board of Directors shall determine the various classes of membership, rights of membership and set the amount of membership dues.

SECTION 2. RIGHTS OF MEMBERS

2.1 Each member is entitled to receive a Membership Card certifying the type of membership and the valid time period of membership. The Membership Card holder is entitled to free access to the Nature Center and surrounding county trails and other benefits determined by the Board of Directors.

2.2 Each member is entitled to receive the Corporation's newsletter and other notices (if published) at no charge.

2.3 An annual meeting of members of this Corporation shall be held during the month of June in Idyllwild, County of Riverside (California) each year. The specific date and time of the meeting shall be set annually by the Board of Directors. The purpose of the meeting is to elect

directors, passing on reports for the previous fiscal year, and transacting such other business as may properly come before the meeting. Parliamentary Procedures of all membership meetings shall be governed by "Robert's Rules of Order."

2.4 Special meetings of the members may be called upon the written request of at least thirty (30) members. Special meetings of this Corporation may also be called by the President or any three (3) directors and shall be held at such place as the Board of Directors may, from time to time, determine.

2.5. Notice of the Annual Meeting of the members and of Special Membership Meetings shall be sent by mail or electronically by the Secretary (or other Board designated person) to all members at least fifteen (15) days, but not more than forty-five (45) days, prior to the meeting stating the time, location and purpose of the meeting.

2.6 A quorum for the purpose of the Annual Meeting or Special Meetings of Members shall consist of not less than ten (10) members. The members present at a meeting, at which a quorum is reached, may continue to do business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum.

2.7 Except where a greater portion of the voting power is required by the Articles of Incorporation or these By-laws, the majority of the voting power present, in person (or the total membership if by mail & email ballot) shall prevail at all meetings.

SECTION 3. NONPROFIT CORPORATION

3.1 This Corporation is organized under the General Nonprofit Corporation Laws of California. Membership in this Corporation does not entitle members to any property interest in the Corporation.

SECTION 4. LIABILITY OF MEMBERS

4.1 No members of this Corporation shall be personally or otherwise liable for any of the debts, liabilities or obligations of this Corporation.

SECTION 5. NON-VOTING MEMBERSHIP

5.1 The Board of Directors shall have the power to admit by invitation as associate, honorary or other members of this Corporation and for such period of time as they may elect, such persons that may render this Corporation any single benefit or service which it may wish to recognize in this manner and to renew such invitations at its discretion. Such members shall enjoy such privileges and benefits as may be determined by the Board of Directors, except that they shall not vote or hold office.

SECTION 6. NOMINATION AND ELECTION OF DIRECTORS

6.1 The nomination for election to the Board of Directors shall be made from the floor at the Annual Meeting of the Members or special meetings and/or by a nominating committee. Directors shall be elected for a term of three years, or in the case of an unexpired term, the remaining time of the term, Three directors shall be elected for three year terms each year.

SECTION 7. DIRECTORS

7.1 The affairs of this Corporation shall be administered by a Board of Directors elected by the voting members of this Corporation. The Board of Directors shall consist of not less than 5 nor more than 9 members. The Board of Directors may form various Committees and appoint members to these Committees. These Committees may advise and assist the Board in fulfilling its duties, defining its duties and defining the duties of the Committees. Committee members need not be members of the Board. Each committee shall keep minutes of their meetings and shall report as requested by the Board.

7.2 Members of the Board of Directors must be voting members of this Corporation.

7.3 No Director of this Corporation shall be employed in any capacity by the County of Riverside Parks Department.

7.4 Vacancies in the Board of Directors, resulting from resignation, removal or death may be filled by the majority of the remaining Directors, though less than a quorum.

7.5 The Park Interpreter/Ranger and Riverside County Parks Director of designees (or such other titles as these positions may become), of the County of Riverside Parks Department, shall serve as ex-officio members of the Board of Directors and shall have no voting rights in any business conducted by the Board of Directors.'

SECTION 8. DIRECTOR MEETINGS

8.1 Regular meeting of the Board of Directors may be held at a time and place determined by the Board of Directors. Special meetings of the Board of Directors may be called by the President or by a majority of the directors, and it shall thereupon be the duty of the Secretary to cause notice of such meeting to be given not less than 5-days prior to the meeting. The 5-day notice may be waived by written consent.

8.2 Any action of the majority of the Board of Directors of this Corporation, though not at a regularly called meeting, shall be valid and effective in all respects if all of the other members of the Board attest in writing to this action.

8.3 A majority of the sitting Directors shall constitute a quorum.

8.4 Members of the corporation may attend Board of Directors' meetings; however, the Board of Directors may go into closed session in order to discuss personnel issues.

8.5 Director Absences If a director misses three meetings in a row or a majority of the meetings in a year (regular & special total) the director seat is immediately declared vacant and may be filled by the remaining directors at a meeting of the Board of Directors or by the members of the corporation at the Annual Meeting.

SECTION 9. POWERS OF THE DIRECTORS

9.1 General Powers The Board of Directors is responsible for the management of the business of the Corporation. The Board of Directors is subject to the restrictions of the Corporation's Articles of Incorporation, the Corporation's by-laws and applicable restrictions imposed by law.

9.2 Special Powers of Directors

- a. To make and change regulations, consistent with these by-laws, for the management of the Corporation's business and affairs.
- b. To appoint and remove, at pleasure, any officer or agent of the Corporation, prescribe and assign or delegate their duties and devolve the powers and duties of any officer upon any other director for the time being.
- c. To appoint and remove or suspend such subordinate officers, agents or factors as they may deem necessary.
- d. To pay for any property or services purchased by the Corporation, either wholly or partly in money.
- e. To select and designate such bank or trust company as they deem advisable as official depository of the funds of the Corporation and to prescribe and order the manner in which such deposits shall be made and/or withdrawn.
- f. Compensation of Directors. Directors shall not receive compensation for their service. However, nothing herein contained shall be construed to preclude any Director from serving the Corporation in any other capacity and receiving compensation therefor.

SECTION 10. OFFICERS

10.1 The officers shall consist of a President, one or more Vice-Presidents, a Secretary, and a Treasurer. The President may not serve as both President and Treasurer. These officers must be members of the Board of Directors, Assistant Secretaries and Assistant Treasurers may be appointed by the board. Assistant officers need not be members of the Board of Directors.

SECTION 11. PRESIDENT

11.1 The President shall be elected by the Board of Directors. The President shall preside over all meetings of the Board of Directors. The President shall have such other powers and perform such other duties as required by the Board of Directors. The President may form Committees, define the duties of these Committees and appoint members to these Committees. Each Committee shall keep minutes of their meeting and shall report as requested by the President. Committee members need not be members of the Board.

SECTION 12. FIRST VICE-PRESIDENT AND ADDITIONAL VICE-PRESIDENTS

12.1 The 1st Vice-President shall be elected by the Board of Directors. The 1st Vice-President shall, in the absence of the President, perform all of the duties of the President and have all the powers of the President.

12.2 The Board of Directors may elect additional Vice-Presidents, from the members of the Board of Directors, and assign such duties and responsibilities as the Board deems appropriate.

SECTION 13. SECRETARY AND ASSISTANT SECRETARY

13.1 The Secretary shall be elected by the Board of Directors and shall keep a record of the proceedings of the Board of Directors and make proper entries in the books of the Corporation. Additionally, the Secretary shall keep the Corporate Seal and a list of all current members. The Secretary shall serve all notices required by law or the by-laws of the Corporation. In the case of the absence of a Secretary or the Secretary's refusal or inability to act, the Secretary's duties may be performed by any board member whom the Board of Directors may direct.

13.2 One or more Assistant Secretaries may be appointed by the Board of Directors to perform such duties as assigned to them by the Board of Directors. Assistant Secretaries shall perform under the direction of the Secretary, or in the Secretary's absence, the Board of Directors.

SECTION 14. TREASURER AND ASSISTANT TREASURER

14.1 The Treasurer shall be elected by the Board of Directors and may hold additional offices in the Corporation. The Treasurer shall keep the financial records of the Corporation, oversee the receipt and expenditures of corporate monies, prepare financial summaries, and perform related duties as required by the Board of Directors.

14.2 One or more Assistant Treasurers may be appointed by the Board of Directors and may have such duties and powers as assigned from time to time by the Board of Directors. Assistant Treasurers shall serve under the supervision of the Treasurer, or in the Treasurer's absence, the Board of Directors.

SECTION 15. MISCELLANEOUS PROVISIONS

15.1 The Corporate Office shall be established and maintained in the County of Riverside, California in such location or locations as determined by the Board of Directors.

15.2 Checks, draft or other orders for the payment of money, notes or other evidence of debts of the Corporation shall be signed by the President or by the Secretary or Treasurer or by such officers as determined from time to time by the Board of Directors.

15.3 The fiscal year of this Corporation shall be the calendar year (from January 1 through December 31) or as determined by the Board of Directors.

15.4 ACCOUNTING SYSTEMS AND REPORTS; The Board of Directors shall establish and maintain a complete accounting system that provides for reasonable security measures. The Treasurer shall present financial reports to the Board of Directors in a timely manner and shall present a financial report to the Members at the Annual Membership meeting.

SECTION 16. AMENDMENTS

16.1 These by-laws may be amended by an affirmative vote of 70% of a quorum of members, present or by proxy, or by the affirmative vote of a majority of the Directors at any meeting, provided the substance of the proposed amendments shall have been stated in the notice of the meeting at least twenty (20) days, but not more than forty-five (45) days, before the meeting.

SECTION 17. NOTICE AND WAIVER OF NOTICE

17.1 Whenever noticed is required by these by-laws, notice is deemed sufficient if given by depositing the written notice in a post office address or by electronic mail sent to recipients last known email address. Notice shall be deemed to be sent on the day of such mailing. Any notice required to be given may be waived by the person entitled thereto.

SECTION 18. DONATIONS

18.1

This Corporation may accept gifts, legacies, donations and/or contributions in any form upon terms and conditions set by the Board of Directors.