

Memorandum of Understanding
Great Parks of Hamilton County and Great Parks Foundation
December 14, 2017

Memorandum of Understanding (MOU) between Great Parks of Hamilton County, 10245 Winton Road, Cincinnati, Ohio 45231 and Great Parks Foundation, 10245 Winton Road, Cincinnati, Ohio 45231.

Great Parks Foundation (Foundation), a not for profit entity organized under the laws of the State of Ohio, was founded in 2007 with the sole purpose of assisting Great Parks of Hamilton County (GPHC) in protecting and enhancing regional parkland and providing outstanding outdoor recreation and nature education services. The vision of the Foundation is to provide long-term financial stability for GPHC, its facilities, and programs.

From the Articles of Incorporation of Great Parks Foundation:

ARTICLE THREE. The Hamilton County Parks Foundation* (the "Corporation") is organized exclusively for charitable and educational purposes, as defined in Section 501 (c)(3) of the Internal Revenue Code of 1986, as amended, or the corresponding provisions of any future United States Internal Revenue law (the "Code"). The specific purposes for which the Corporation is formed are to operate for the benefit of, and to support the purposes of, the Hamilton County Park District* (of Hamilton County, Ohio) and to conduct activities consistent with such purposes, the nonprofit corporation laws of the State of Ohio and Section 501(c)(3) of the Code including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under Section 501 (c)(3) of the Code.

** In 2013, Hamilton County Parks Foundation and Hamilton County Park District changed their legal names to Great Parks Foundation and Great Parks of Hamilton County respectively.*

Great Parks Foundation employs two staff members, not otherwise employed by GPHC, to manage Foundation operations.

The Executive Director is the key management leader, responsible for overseeing the administration, programs and strategic plan of the Foundation. Key duties include fundraising, administration, and community outreach.

The Communications & Special Events Manager leads the Foundation's marketing efforts including social media, print, design, website, media relations, and story collection.

This MOU outlines the roles and responsibilities between GPHC & Foundation for the following items:

A. Administration

1. Foundation will have a designated office in a staff only area of Winton Centre.
2. Foundation will utilize meeting and event space in available Great Park's facilities for foundation business purposes and cultivation of donors, supporters and businesses.
3. Foundation will utilize basic administrative services in Winton Centre including land line telephone, printing, copying/scanning and incoming mail.
4. Foundation will cover all costs for office supplies, mailing, office furniture, computer equipment and Foundation specific software.

B. Marketing & Communications

1. GPHC will review all published content with GPHC branding or messaging.
2. GPHC will review all large project or event content as needed.
3. GPHC will assist with mass emailing.
4. GPHC will assist with social media marketing as needed.
5. Foundation will utilize editing and review services as needed for smaller projects or events.
6. Foundation will utilize graphic design and public relations services as needed.

C. Finance

1. Signing authority for the Foundation's financial accounts is limited to voting members of the Foundation Board and Foundation staff.
2. Contracts, grants, payments, and other financial commitments will be approved by voting members of the Foundation Board and Foundation staff only.
3. GPHC will maintain the software and financial database for the Foundation to provide an appropriate level of internal control. The Foundation will have unlimited access to the data.
4. GPHC will provide accounts receivable and accounts payable services.
5. GPHC will provide annual audit support.
6. GPHC will provide investment committee support as needed including attending regular meetings.

D. Staff

1. Foundation Executive Director will meet a minimum of every two weeks with the GPHC Chief of Planning to review regular tasks, projects, events and grant funding support in relation to GPHC.
2. GPHC Guest Relations will provide customer service support for guests who call or arrive at Winton Centre for Foundation purposes.
3. GPHC Information Technology & Data Management will provide computer, email, software, internet, server, website support, and all other necessary support to the Foundation.
4. GPHC Employee Services will provide payroll services support to the Foundation.
5. GPHC will provide the necessary staff to support Foundation Board meetings.

E. Events

1. GPHC will waive Motor Vehicle Permits for Foundation events.
2. GPHC Rangers and Conservations & Parks Divisions will waive expenses for necessary support for all Foundation related events.
3. GPHC Guest Experiences Division will provide necessary support for all Foundation related events.
4. GPHC Offsite Catering will charge for food service at cost, if provided.

F. Distribution of Funds

1. Foundation shall distribute funds to GPHC in accordance with its Investment Policy.
2. Distribution Process
 - a. Foundation shall adopt an annual budget for the upcoming year that includes a line item expense enumerating a distribution to GPHC. (Foundation Budget will typically be approved each November for the upcoming fiscal year).
 - b. GPHC shall adopt an annual budget for the upcoming year that includes revenue to be received from the Foundation. (GPHC Budget will typically be approved each November for the upcoming fiscal year).
 - c. GPHC shall submit a written request for funding to the Foundation in January of the subsequent fiscal year identifying the amount it has budgeted for Foundation support.
 - d. The distribution will be made in the upcoming fiscal year at the time most beneficial for the Foundation as determined by its Treasurer and/or Investment Committee.
 - e. GPHC staff will update the Foundation no less than semi-annually on how the funds are utilized including presenting a final report at the end of the fiscal year documenting the outcomes of the Foundations' support.

G. Insurance

Foundation agrees to name GPHC as an additional insured as required for Foundation sponsored events hosted at GPHC parks and facilities.

1. Minimum Limits of Liability will be \$1,000,000 combined single limit per occurrence for bodily injury and property damage. Additional limits or coverages may be required by GPHC to address a specific special or unusual hazard.
2. GPHC shall be named as "additional insured" and the policy endorsed to require that GPHC be provided thirty (30) days written notice of coverage modification or cancellation.
3. A certificate of insurance will be provided to GPHC (14) days prior to the beginning date of the Foundation event.

H. Governance

The Foundation will conduct its operations in accordance with GPHC's By-Laws and subsequent policies. The Foundation will also adhere to and regularly review its Code of Regulations and governance policies.

I. Term of MOU

This agreement will expire on December 31, 2019 and will be renewed every two years upon review by both parties.

J. Termination

This MOU may be terminated by either party in the event the other party materially breaches any of its obligations hereunder and does not cure such breach within 10 days after notice thereof.

K. Miscellaneous


1. This MOU may not be assigned by any of the parties without the prior written consent of the other parties.
2. This MOU shall be governed by the laws of the State of Ohio.
3. This MOU may only be modified by an instrument in writing signed by all parties.
4. A waiver of a breach of any of the provisions of this MOU shall not be construed as a continuing waiver of other breaches of the same or other provisions.
5. This MOU embodies the entire understandings of the parties hereto and supersedes any and all prior agreements, arrangements, and understandings related to the matters provided herein.

AGREED



Jack Sutton, Chief Executive Officer
Great Parks of Hamilton County
10245 Winton Road
Cincinnati, OH 45231

Date



Alicia Culman, Executive Director
Great Parks Foundation
10245 Winton Road
Cincinnati, OH 45231

12/14/2017
Date