

Memorandum of Understanding
Great Parks of Hamilton County and Great Parks Forever
December 16, 2021

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

GPF, a private Ohio nonprofit corporation that has been recognized as being exempt from taxation under Section 501(c)(3) of the Internal Revenue Code of 1986, was founded in 2007 with the sole purpose of assisting GPHC in protecting and enhancing regional parkland and providing outstanding outdoor recreation and nature education services.

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

A. Fund Development

1. GPF is responsible for identifying and nurturing relationships with potential donors and other supporters of GPHC. GPF will solicit cash, securities, and other private resources for the support of GPHC.
2. It is understood and agreed that both GPF and GPHC may independently establish gift acceptance and naming policies. GPF will assure that its policies are consistent with those of GPHC.
3. Unless otherwise specified by a donor, GPHC designates GPF as the repository of private gifts made in support of GPHC.
4. During the term of this Agreement, GPF may hold one or more fundraising events at GPHC parks and facilities. In furtherance of these events, GPHC will:
 - a. Waive Motor Vehicle Permits.
 - b. Waive operating expenses.
 - c. Charge for food service through GPHC Offsite Catering at cost, if provided.
5. GPF will utilize meeting and event space in available Great Park's facilities for business purposes and the cultivation of donors, supporters, and businesses.

B. Management and Stewardship of Gifts

1. GPF and GPHC will work together to comply with the intentions of any donor in relation to fiscal management and donor directives, including but not limited to, specific instructions and restrictions of any gift, how a gift is to be used, and the time period over which it is expended. In the absence of specific directives, donations given to GPF will be considered unrestricted.
2. Concerning bequests, decedent trusts, and other forms of estate gifts benefiting GPHC that do not formally designate GPF as the recipient, the parties shall develop and respect procedures through which GPF and GPHC shall work with executors, trustees, or heirs to direct the proceeds from any such gifts to GPF for its stewardship and investment, to the maximum extent permissible consistent with donor intent.

3. Absent donor direction concerning the timing of particular gifts, GPF shall determine the pace at which the proceeds of all gifts and any income derived therefrom are to be distributed to GPHC to ensure the ongoing long term sustainability of GPF support for GPHC.

C. Administrative Matters

1. It is understood that GPF is a volunteer organization that does not maintain permanent offices or hire permanent office staff. GPHC agrees to provide routine office services to GPF to permit GPF to effectively carry out its mission to support GPF. In particular, GPHC agrees to:
 - a. Provide and maintain administrative, storage, and digital space for GPF.
 - b. Permit access to GPHC's Philanthropy staff to assist GPF with fundraising, stewardship, and administrative tasks, such as preparing correspondence, maintaining GPF business files and accounts, and managing a donor database.
 - c. Provide a physical mailing address and email address(es) for GPF correspondence.
 - d. Provide normal services from support departments such as IT & Data Management, Marketing, Volunteer Services, and Finance.
 - e. Provide basic administrative services including telephone, printing, copying/scanning, internet, email, and incoming mail.

At no time will GPHC be required to provide extraordinary office services or to provide services which, in the opinion of GPHC's CEO, are inconsistent with the remuneration paid by GPF pursuant to this Agreement.

2. Signing authority for the GPF's financial accounts is limited to voting members of the GPF Board and its designated official.
3. Contracts, grants, payments, and other financial commitments will be approved by voting members of the GPF Board and its designated official only.
4. Using procedures established by GPF, authorized GPHC staff shall receive funds on behalf of GPF and deposit such funds in the appropriate GPF bank accounts.
5. GPHC Finance staff will:
 - a. Maintain GPF financial records and provide updated statements monthly.
 - b. Provide the necessary information so GPF may complete an annual financial audit and file the required IRS Form 990 in a timely manner.
6. GPHC will populate GPF's website with current, relevant information provided by GPF or GPHC's Marketing & Public Engagement department.

D. Distribution of Funds

1. GPF shall distribute funds to GPHC in accordance with its Investment Policy.
2. Distribution Process
 - a. GPF shall adopt an annual budget for the upcoming year that includes a line item expense enumerating a distribution to GPHC.
 - b. The distribution will be made in the upcoming fiscal year at the time most beneficial for GPF as determined by its Treasurer and/or Investment Committee.

3. GPF shall pay GPHC for the administrative services GPHC provides to GPF an annual sum of \$100,000.00, which shall be due on an annual basis and will be invoiced by GPHC to GPF. GPF and GPHC agree that this amount is fair and appropriate. Payment will be made at the time most beneficial for GPF as determined by its Treasurer and/or Investment Committee.
4. Other unique costs provided by GPHC for GPF will be agreed upon before the expense is incurred and reimbursed by GPF at actual cost.

E. Insurance

GPF agrees to name GPHC as an additional insured as required for GPF-hosted events 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 fourteen (14) days prior to the beginning date of the GPF event.

F. Grant of IP License

Each of GPHC and GPF hereby grant to the other a nonexclusive, nontransferable, royalty free, fully paid-up license, to possess, use and appropriate, solely for purposes of fulfilling their respective obligations under this MOU, or as may be otherwise agreed between the parties from time to time, the logos, trademarks, trade names, copyrights, and other intellectual property owned or licensed by such party (collectively the "Marks"). The foregoing license shall terminate upon the expiration or termination of this MOU. Each party acknowledges and agrees that the Marks and other intellectual property provided to the other party are the sole and exclusive property of the providing party. Neither GPF nor GPHC shall not do anything that will in any manner infringe, impeach, dilute or lessen the value of the Marks, or the goodwill associated therewith, or that will prejudice the reputation of the owning party.

G. Governance

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

H. Term of MOU

This agreement will expire on December 31, 2023, and will be renewed every two years upon review by both parties.

I. 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 ten (10) days after notice thereof.

J. 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 all prior agreements, arrangements, and understandings related to the matters provided herein.

AGREED



Todd Palmeter, Chief Executive Officer
Great Parks of Hamilton County
10245 Winton Road
Cincinnati, OH 45231

1/10/2022

Date



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

12/16/2021

Date