

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE WINNETKA PARK DISTRICT AND THE WINNETKA PARKS FOUNDATION**

This Memorandum of Understanding (the “MOU”) is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by and between the Winnetka Park District (the “District”), an Illinois body politic, and The Winnetka Parks Foundation (the “Foundation”), an Illinois not-for-profit corporation.

**WHEREAS**, the District is a unit of local government dedicated to providing high-quality recreational opportunities, facilities, and services for the benefit of its residents; and

**WHEREAS**, the Foundation is an independent 501(c)(3) charitable organization led by dedicated volunteers who generously give their time and talents to enhance and support the work of the District; and

**WHEREAS**, both parties recognize the value of a collaborative, respectful partnership that fosters community engagement, encourages philanthropic investment, and advances shared goals in a sustainable and coordinated manner; and

**WHEREAS**, the parties seek to formalize this spirit of collaboration through this Memorandum of Understanding, establishing clear expectations and supportive practices that reflect mutual commitment and appreciation;

**NOW, THEREFORE**, in consideration of the mutual promises and covenants described herein, the District and the Foundation agree to the following terms and understandings.

**I. GOVERNING DOCUMENTS**

This MOU incorporates by reference:

1. Bylaws of the Winnetka Parks Foundation, updated September 9, 2024;
2. Annual Plan of the Winnetka Parks Foundation, as adopted or amended from time to time;
3. Winnetka Park District Committees Board Policy ([Policy 4.30](#));
4. Winnetka Park District Donations Board Policy ([Policy 5.24](#)).

**II. MUTUAL COMMITMENTS**

**A. Responsibilities of the Foundation**

The Foundation agrees to:

1. Raise private funds through individual, corporate, and grant sources to support the District's mission.
2. Execute the Annual Plan and subsequent future annual plans, and shall include:
  - o Community events;

- Fundraising campaigns;
  - Marketing, board development, and strategic partnerships.
3. Maintain a close working relationship with the District (Bylaws, Article I, Section 1.5).
  4. Provide an annual presentation to the District summarizing progress on fundraising, events, and impact metrics.

## **B. Responsibilities of the Park District**

The District agrees to:

1. Appoint ex-officio, the following non-voting staff and board representatives to serve as liaisons to the Foundation Board:
  - Executive Director
  - Director of Recreation and Facilities
  - Superintendent of Finance or Business Manager
  - One or two Park Board Commissioners, as designated by the Park Board President
2. Participate in Foundation events and planning efforts where appropriate and mutually beneficial.
3. Provide support to the Foundation in accordance with Section III of this agreement and applicable Park District policies.

## **III. STAFF TIME, DISTRICT RESOURCES, AND SUPPORT**

### **A. Staff Involvement**

During compensated time District staff may assist with Foundation-related activities that align with their job responsibilities and are pre-approved by supervisors and the Executive Director or their designee. However, to maintain fairness and operational focus:

1. Staff may not be used as primary planners, facilitators, or event labor for Foundation programs, fundraisers, or outreach efforts.
2. The Foundation shall submit written requests for staff involvement no fewer than fourteen (14) days in advance. Requests must include:
  - A description of the task(s)
  - Estimated time commitment
  - Any materials or support required
3. Last-minute requests may be declined at the discretion of the Executive Director or their designee based on workload, staffing levels, or other operational priorities.

4. Should staff time commitments begin to significantly exceed what is practical or sustainable within the District's operations, both parties agree to meet in good faith to reassess expectations and identify solutions that respect the Foundation's volunteer nature and the District's capacity.
5. The Parties may agree that the District hire a staff position to provide administrative support to the Foundation, provided that the Foundation commits to fully reimbursing the District for all direct costs associated with the position for the duration of such employment or this agreement, whichever is shorter.
6. Notwithstanding anything herein to the contrary, District staff may not be employed during compensated time to perform any work which may be characterized as a partisan political activity.

## **B. Budgetary Limits for Staff Time at Events**

1. For all Foundation-led events or fundraisers involving District staff, the total cost of staff time (including wages and benefits) must be included as a line item in the event budget.
2. The Foundation will set a goal for the cost of staff time to not exceed 25% of a total event cost for each event. Event budgets must be reviewed with the Executive Director or their designee in advance as a condition of employing District staff to assist with Foundation-led events.
3. Staff hours for events shall be documented and reported by the District, and may be subject to event audit if total cost of staff exceeds 25% of the total event cost. Further review by both Parties of event continuation shall occur after an event audit.

## **C. Use of District Resources**

To support operational efficiency and safeguard public resources, the following applies:

1. The District may allow its audit firm to be used by the Foundation for annual financial audits and filings, provided the scope and cost are clearly delineated and approved by both parties.
2. District staff may support website maintenance and updates for the Foundation's online presence, if such content promotes shared goals and is approved in advance by the Executive Director or their designee.
3. District staff may support limited general marketing efforts to promote participation in Foundation activities.
4. District finance personnel may assist with basic financial administration (e.g., managing accounts payable/receivable, reconciling bank accounts, making bank deposits, and maintaining records), but:

- These duties must be clearly defined in writing;
  - The Foundation must provide reimbursement for any services exceeding routine administrative support; and
  - The Foundation remains solely responsible for its financial integrity, donor reporting, and tax filings.
5. The District may support the Foundation by allowing the Executive Director to serve as Foundation Secretary and the Superintendent of Finance to serve as Treasurer.

#### **D. Reimbursement and Tracking**

1. All District-provided staff time and services for Foundation benefit shall be tracked and reported quarterly.
2. The Foundation shall provide reimbursement for extraordinary or non-routine services provided by the District, in recognition of the value of shared resources and in alignment with mutual goals.
3. Reimbursement terms shall be mutually agreed upon in writing prior to incurring costs.

#### **E. Legal Counsel**

1. The District and Foundation desire to engage the same legal counsel to accomplish greater efficiencies and economies of scale.
2. The District will donate 15 hours of legal services to the Foundation each year of the term.
3. By executing this MOU both the District and the Foundation acknowledge they have been fairly and reasonably apprised of the potential conflict of interest resulting from the same legal counsel representing both parties and voluntarily and knowingly waive any general objection to such potential conflict. By waiving their general objection to a potential conflict, each party expressly reserves the right to object to specific conflicts which arise in the course of the dual representation.

#### **VI. COMMUNICATION AND ALIGNMENT**

1. As the District provides website, financial, and administrative support services through staff as part of its standard offering, no separate request is necessary for these routine functions unless the scope or volume of work significantly changes.
2. The Foundation shall provide the approved Annual Plan each year following its Annual Meeting (Bylaws, Article VI, Section 6.2).

#### **VII. TERM AND REVIEW**

1. This MOU shall remain in effect until amended or terminated by mutual written agreement.

2. An annual joint review shall be conducted by the Executive Director and Foundation Chairperson to assess the effectiveness of this partnership, review key outcomes, and recommend improvements.
3. This MOU shall be automatically reviewed for full renewal or revision every five (5) years from its effective date.

### **VIII. BRAND USE AND DISPUTE RESOLUTION**

1. The District and the Foundation grant each other permission to use the respective organization's name and logo throughout the term of this agreement, solely for purposes that align with and support the activities, programs, and communications described in this Memorandum of Understanding. Each party agrees to use the other's brand assets respectfully and in a manner consistent with its brand standards. Any use outside the scope of this agreement shall be forbidden without prior written approval.
2. In the event of a disagreement or dispute between the parties, a resolution process shall be initiated starting with a meeting between the Executive Director and the Foundation Chairperson. If unresolved, the matter shall be escalated to the Winnetka Park District Board of Commissioners and the Foundation Board for mediation and resolution.

### **IX. AMENDMENT AND TERMINATION**

1. This MOU may be amended at any time in writing with the consent of both parties.
2. Either party may terminate this agreement with 60 days' written notice.

**IN WITNESS WHEREOF**, the undersigned have executed this Memorandum of Understanding on behalf of their respective organizations.

**WINNETKA PARK DISTRICT**

**WINNETKA PARKS FOUNDATION**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Elise Gibson

Name: Ashley Bransfield

Title: Board President

Title: Foundation President

Date:

Date: