

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("Agreement") is entered into as of the ____ day of October, 2026, by and between the City of Westwood, Kansas ("City"), a municipal corporation organized and existing under Kansas law, and the Westwood Foundation ("Foundation" and "Recipient"), a not for profit corporation organized and existing under Kansas law recognized as tax-exempt under Section 501(c)(3) of the Internal Revenue Code.

RECITALS

WHEREAS, the City is a municipal corporation duly authorized and existing under the constitution and laws of the State of Kansas;

WHEREAS, the Foundation is a Kansas not for profit corporation organized and existing under the laws of the State of Kansas;

WHEREAS, the Foundation was founded in 1974 to provide charitable, education and benevolent support to the greater City of Westwood, Kansas including the provision of financial assistance and support to projects and endeavors that benefit the City, the immediate surrounding area and, ultimately, the citizens of those communities;

WHEREAS, the City owns and operates a City park commonly known as the Joe D. Dennis park ("Park");

WHEREAS, the City found and obtained the award of a grant from Variety KC providing resources for the improvement of the Park provided that the City provide matching financial support in the amount of seven-hundred and fifty thousand dollars (\$750,000) ("City Match");

WHEREAS, the City and the Foundation by and through this Agreement intend to state their intent to cooperate in fundraising efforts to fund the City Match as well as other Park improvements and to utilize the Foundation as a vehicle for the collection and disbursement of such funds;

NOW, THEREFORE, in and for good consideration, the sufficiency of which is hereby mutually acknowledged, and for the mutual covenants and agreements contained herein the parties hereto agree as follows:

1. Donations.

Donation, for the purposes of this Agreement, is defined as "a voluntary transfer of property or money from any person(s), business, or organization to the Foundation for the Restricted Purpose as defined in Section 2." Any Foundation receivables transferred for reasons outside of the Restricted Purpose is not considered a Donation under this Agreement.

The City and the Foundation agree to cooperate with one another in fundraising efforts to fund the City Match and such other Park improvements as agreed upon by the parties. The parties agree that Donations to support the Park project shall be collected by the Foundation and disbursements shall be made by the Foundation.

Disbursements from collected Donations shall be solely and exclusively utilized to pay for the City Match and such other Park improvements, Park capital maintenance and future Park capital expenditures, and minor fundraising expenses, as agreed upon by the parties, but for no other purpose.

2. Restricted Purpose

Recipient shall use the Donation solely and exclusively for the following charitable purpose: payment for City Match and other Park improvements as agreed to by the parties ("Restricted Purpose"). The parties recognize and agree that donors may further restrict the use of such Donations within the Restricted Purpose.

The Donation shall not be used for Recipient's general operating expenses, unrelated programs, administrative expenses, or any other purpose unless expressly authorized by this Agreement or subsequently approved in a written amendment signed by both parties.

3. Separate Accounting and Records

Foundation through the support of City staff shall maintain accurate books and records identifying Donations and all expenditures attributable to said Donations. The parties shall use accounting procedures sufficient to identify and trace the receipt, balance, investment earnings, and expenditure of said Donations.

4. Disbursement and Expenditure Requirements

Foundation shall expend the Donation only for costs consistent with the Restricted Purpose and the approved expenditures described in Section 2.

Foundation shall not transfer the Donation to another organization, contractor, or third party except to pay for goods or services directly related to the Restricted Purpose or as otherwise approved in writing by the parties.

5. Reporting and Accounting

Within thirty (30) days after the end of each calendar quarter, or such other period agreed upon in writing, Foundation shall provide City with a written report containing:

- (a) The amount of Donations received;
- (b) The amount expended during the reporting period;

(c) An itemized description of expenditures and the purposes for which they were incurred;

(d) The remaining unexpended balance.

Foundation shall retain invoices, receipts, contracts, and other supporting documentation relating to expenditures of the Donation for at least two (2) years after the final expenditure.

6. Compliance With Law

Foundation shall use the Donations in compliance with applicable federal, state, and local laws, its articles of incorporation and bylaws, and the requirements applicable to its tax-exempt status.

Recipient shall not use the Donations for private benefit or inurement, or for any activity inconsistent with its charitable purposes or applicable tax-exemption requirements.

7. Modification and Waiver

This Agreement may be amended only by a written instrument signed by both parties, subject to applicable law.

No failure or delay in enforcing a provision of this Agreement shall constitute a waiver of that provision.

No amendment, waiver, or modification shall authorize use of the Donation in a manner prohibited by applicable law or governing restrictions applicable to charitable funds.

8. Governing Law and Venue

This Agreement shall be governed by the laws of the State of Kansas, without regard to its conflict-of-laws principles.

The sole and exclusive jurisdiction and venue for any action arising out of this Agreement shall be within the District Court of Johnson County, Kansas.

CITY

By: _____

Name: _____

Title (if applicable): _____

Date: _____

Attest:

City Clerk

Approved as to form:

City Attorney

FOUNDATION

By: _____

Name: _____

Title: _____

Date: _____