

## **COMMUNITY PARTNERSHIP AGREEMENT TO IMPROVE PARK**

This is a letter of agreement for improvements (herein known as Agreement) at **Park** (Park), a cooperative effort between the Community Partner Organization (herein known as Community Organization), the Houston Parks Board (herein known as HPB) and the City of Houston Parks and Recreation Department (herein known as HPARD). Upon completion of project, all improvements become part of the Park under HPARD's ownership.

### **Team members**

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HPARD: Owner and final authority on project scope.  
HPB: Project Leader implementing project on behalf of HPARD.  
Community Organization: Entity working in partnership with HPB to facilitate project.

Expanded roles and responsibilities are identified in the following paragraphs

### **HPARD**

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#### *Approvals:*

1. HPARD will review, comment and approve original scope of work, final design and construction plans and specifications, and any subsequent changes.
2. HPARD will facilitate special circumstances whenever possible.

#### *Public funds/in-kind HPARD contributions (if applicable):*

1. HPARD will manage the use of public funds for construction items.
2. HPARD will identify and implement in-kind contributions to the project (trails, parking areas, fencing, etc)

### **HPB**

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As Project Leader, HPB provides strategic oversight and all services related to project implementation in the following areas:

- Scope of work and budget
- Private fundraising
- Project accounting and donor correspondence (including tax letters)
- Public relations
- Design and construction management
- Communication/coordination with HPARD and other City departments

HPB charges a 5% management fee to partially cover the cost of the services. The balance of services is covered through other unrestricted gift campaigns.

#### *Scope of Work and Budget*

1. In cooperation with HPARD and the Community Organization, HPB will formulate a draft scope of work and budget for the project.
2. Following final approval by HPARD, HPB will finalize scope of work and budget for the project.
3. When complete, the scope of work and budget will be signed by all parties and incorporated into this Agreement as **Exhibit A**. Exhibit A will depict the following:

- Items to be paid for with private funds or constructed by contractors/volunteers as an in-kind contribution.
- Items to be paid for with public funds and constructed by the City.
- Items to be constructed by HPARD staff as an in-kind contribution.

#### *Private Fundraising*

1. In cooperation with the Community Organization, HPB will formulate a fundraising plan dedicated to funding improvements to the Park. The plan will take into account all special relationships identified by Community Organization for fundraising purposes.
2. It is paramount that all fundraising activities be coordinated with HPB.
3. For community/grass roots based fundraising, HPB will promptly review any fundraising and marketing materials prepared by the Community Organization within 3 or 4 working days, and provide clear written edits, instructions, or permission to the Community Organization.
4. HPB accepts checks made out to Houston Parks Board which indicate the project name on the check or which are identified for this project by an accompanying transmittal notice. HPB prefers checks to be mailed directly to the HPB offices (2001 Kirby, Suite 814, Houston, Texas 77019) to eliminate delays in depositing checks.
5. HPB will accept credit card donations on-line at [www.houstonparksboard.org](http://www.houstonparksboard.org) or via a credit card form incorporated into fundraising materials.

#### *Accounting and donor correspondence*

1. Upon receipt of initial funds, HPB will create a project fund account which is dedicated to the project.
2. HPB will deposit funds including those raised by the community into the project fund account, issue checks from the project fund account for approved expenses in connection with the project, and track the income and expenses of the project account.
3. HPB will provide gift recognition letters to all funders.
4. HPB will provide accounting services for the dedicated project fund in compliance with all federal, state and local regulations and generally accepted accounting standards.
5. For approved community based expenses, HPB has designated **Exhibit B** (attached) for use by Community Organization when requesting the payment of expenses from the fund.

#### *Public Relations*

1. HPB will have the sole responsibility of placing news coverage about the project. The Community Organization agrees to direct all inquiries about the Park to HPB. Once the inquiries are received HPB will coordinate efforts with HPARD and the press, and schedule interviews with Project Team members as appropriate.
2. HPB will recognize the Project Team for this project on all marketing materials and with any media inquiries.
3. HPB must receive request for approval on any signage that is proposed to be posted at the Park prior to posting. HPB will then coordinate the effort with HPARD. Any signage posted without approval will be removed.

#### *Design & Construction:*

1. Following approval of Exhibit A and establishment of sufficient funding, HPB will, as needed, enter into agreement with a design firm for professional services such as:
  - master planning
  - conceptual design
  - design development
  - construction documents
  - bidding
  - construction administration

2. Equipment, material and color recommendations will be determined during the design development phase and must be approved by HPARD.
3. Designs, plans and construction documents will be reviewed and approved by HPB, HPARD and the Community Organization prior to bidding.
4. HPB will manage the bidding and construction activity and process all construction payment requests.

#### *Communication/Coordination with HPARD and other city departments*

1. HPB will coordinate all communication and project efforts with HPARD and other city departments as required.

### **Community Organization**

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The Community Organization will provide at least one (1) and at the most two (2) Community Representatives. The Community Representatives will have to provide personal contact information, sign a signature card, and keep the balance of the organization informed of the project's progress. The Community Representative(s) will serve as the point persons working directly with HPB on all aspects of the project, including but not limited to:

- Requesting fund information.
- Approving community-based expense requisitions.
- Addressing questions regarding fund requisitions.

The Community Organization will participate in the project as follows:

#### *Scope of Work*

1. The Community Organization will work closely with HPB to identify community needs/desires relative to the Park improvements and formulate a draft scope of work for approval by HPARD.

#### *Private Fundraising*

1. In cooperation with HPB, the Community Organization is expected to actively fundraise – in particular fundraising at the community/grass roots level. The jointly developed fundraising plan will take into account all the special relationships identified by Community Organization for fundraising purposes.
2. HPB will submit any major requests, unless other arrangements are in place. It is paramount that all fundraising activities be coordinated with HPB.
3. The solicitation list and materials developed by the Community Organization for fundraising or marketing purposes will be submitted to HPB for review, input and approval before contacting potential donors or mailing materials. The Community Organization will be responsible for the cost and production of fundraising materials unless other arrangements have been made with HPB.
4. During its fundraising drive, the Community Organization must follow the guidelines below:
  - HPB's name, logo, or 501 (c) (3) designation can only be used with written permission from HPB.
  - A donation request to a foundation and major gifts from individuals may be submitted by the Community Organization only with prior permission from HPB.
5. If the Community Organization decides to organize a gala or major fundraising event, the guidelines below must be followed:
  - The Community Organization (or an ad-hoc committee) will serve as the event coordinator for the event and will be responsible for all aspects of the event planning and execution.

- Donations, registration and correspondence regarding the event are to be mailed directly to the event coordinator.
- The event coordinators will record donations and necessary donor information and then forward event donations to HPB on a weekly basis for deposit.
- At the conclusion of the event, the event coordinator will provide a spreadsheet containing data on items donated to any auction, raffle or drawing, including the name of the item, donor, business name, address, item, and value of item so that appropriate recognition and tax documentation can be sent.
- At the conclusion of the event, the event coordinator will also provide a spreadsheet containing data on purchasers of auction item, including name, mailing address, item purchased, purchase price, and value of item purchased so that appropriate recognition and tax documentation can be sent.

*Accounting and donor correspondence*

1. Upon request by the Community Organization, HPB will provide a summary of income and expense on the dedicated project fund.
2. Reimbursement of all approved community based expenses will occur only as noted in **Exhibit B** (attached) for use by Community Organization when requesting the payment of expenses from the fund.
3. HPB Tax Identification number may not be used by any entity other than HPB. In order for purchases to be tax-exempt the vendor must submit invoices directly to HPB.
4. Only HPB may incur or authorize capital expenses.

*Public Relations*

1. The Community Organization will direct all inquiries about the Park to HPB. Once the inquiries are received HPB will coordinate efforts with HPARD and the press, and schedule interviews with Project Team members as appropriate.

Approved and agreed:

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Joe Turner, Director of HPARD

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Date

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Roksan Okan-Vick, AIA, Executive Director of HPB

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Date

\_\_\_\_\_  
Name of Community Organization

\_\_\_\_\_  
Signature

\_\_\_\_\_  
NAME, Title

\_\_\_\_\_  
Date