

ORDINANCE NO. 21-1757

AN ORDINANCE OF THE CITY OF DENTON APPROVING AN AGREEMENT WITH THE DENTON PARKS FOUNDATION TO ALLOW THE DENTON PARKS FOUNDATION TO RAISE FUNDS AND SUPPORT PROGRAMMING FOR THE PARKS AND RECREATION DEPARTMENT; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE THE DENTON PARKS FOUNDATION AGREEMENT AND CARRY OUT THE DUTIES OF THE CITY THEREIN; AUTHORIZING THE EXPENDITURE OF FUNDING; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City owns and maintains public parks and facilities, trails, activities, programs, projects, and initiatives throughout the City of Denton; and

WHEREAS, the Denton Parks and Recreation Department's mission is to enrich the lives of all Denton residents through environmental enhancements and a diverse offering of recreational, educational, and cultural services; and

WHEREAS, providing quality recreational facilities and programs to meet the needs and expectations of Denton's citizens at times costs more than City tax monies and other revenues can provide, and it is at times necessary for the Parks and Recreation Department to obtain funds from outside private sources to augment the annual operating budget of the department to help ensure it fulfills its mission; and

WHEREAS, the Denton Parks Foundation was formed on May 22, 1987, and was chartered as a non-profit corporation with the purposes of maintaining an association of persons interested in promoting the programs of the Denton Parks and Recreation Department, including its youth activities, programs for the disabled, senior citizen activities, and improving the public parks, parkways, and the public awareness the opportunities for improving health and well-being through use of the public facilities and programs available to the citizens of Denton; and

WHEREAS, the Foundation has engaged in fundraising activities for the benefit of the Parks and Recreation Department and the continuation of these activities is essential to the maintenance of the Parks and Recreation Department as a high-caliber parks and recreation program serving the needs of Denton residents; and

WHEREAS, on October 20, 2020, City Council authorized the City Manager to execute year one of the agreement with the Denton Parks Foundation which expires September 30, 2021; and

WHEREAS, the City of Denton and the Denton Parks Foundation desire to continue a contractual relationship between the parties through an Agreement to approve their respective roles, responsibilities, rights, and obligations; and

WHEREAS, the City Council has found and determined that the Agreement is in the public interest; NOW, THEREFORE:

THE COUNCIL OF THE CITY OF DENTON ORDAINS:

SECTION 1. The findings and recitations contained in the preamble of this ordinance are incorporated herein by reference.

SECTION 2. The Denton Parks Foundation Agreement, attached hereto, is approved and the City Manager, or designee, is authorized to execute the Agreement on behalf of the City of Denton.

SECTION 3. The City Manager, or designee, is further authorized to carry out all duties and obligations of the City pursuant to and under the Agreement, including, but not limited to, the expenditure of funds.

SECTION 4. The ordinance shall become effective immediately upon its passage and approval.

The motion to approve this Ordinance was made by Jesse Davis and seconded by Brian Beck. This Ordinance was passed and approved by the following vote [7 - 0]:

	Aye	Nay	Abstain	Absent
Mayor Gerard Hudspeth:	<u>✓</u>	_____	_____	_____
Vicki Byrd, District 1:	<u>✓</u>	_____	_____	_____
Brian Beck, District 2:	<u>✓</u>	_____	_____	_____
Jesse L. Davis, District 3:	<u>✓</u>	_____	_____	_____
Alison Maguire, District 4:	<u>✓</u>	_____	_____	_____
Deb Armintor, At Large Place 5:	<u>✓</u>	_____	_____	_____
Paul Meltzer, At Large Place 6:	<u>✓</u>	_____	_____	_____

PASSED AND APPROVED this the 12th day of October, 2021.



GERARD HUDSPETH, MAYOR

ATTEST:
ROSA RIOS, CITY SECRETARY

BY: *Rosa Rios*



APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

Mack Reinwand

BY: _____

STATE OF TEXAS §
 §
COUNTY OF DENTON §

**AGREEMENT BETWEEN
THE CITY OF DENTON
AND THE DENTON PARKS
FOUNDATION**

THIS AGREEMENT is made and entered into as of the 12th day of October, 2021 between the City of Denton, a Texas home rule municipal corporation, hereinafter referred to as the "City", and the Denton Parks Foundation, a not for profit corporation, hereinafter referred to as the "Foundation".

WHEREAS, the City and the Foundation provide and make available certain services and benefits to each other, and

WHEREAS, the City owns and maintains public parks and facilities, trails, activities, programs, projects, and initiatives (collectively, "Parks") throughout the City of Denton; and

WHEREAS, the Denton Parks and Recreation Department ("DPARD") is a department of the City of Denton, a municipal corporation, whose mission is to enrich the lives of all Denton Citizens through environmental enhancements and a diverse offering of recreational, educational, and cultural services, and

WHEREAS, providing quality recreational facilities and programs to meet the needs and expectations of Denton's citizens often costs more than City tax monies and other revenues can provide, and it is often necessary for DPARD to obtain funds from outside private sources to augment the annual operating budget of the DPARD to assure that the DPARD fulfills its mission, and

WHEREAS, the Foundation was formed on May 22, 1987, and was chartered as a Texas Corporation on December 21, 1987, and is duly qualified as a Section 501(c)(3), IRC non-profit Foundation. The Articles of Association of the Foundation set forth its purpose as being a non-policy making and non-profit organization to maintain an association of persons interested in promoting the programs of the DPARD, including its youth activities, programs for the disabled, senior citizen activities, and improving the public parks, parkways, and the public awareness of the opportunities for improving health and well-being through use of the public facilities and programs available to the Citizens of Denton. The Foundation was generally formed for the purpose of supporting the activities, programs, and facilities of the DPARD, and

WHEREAS, the Foundation was formed to perform the following activities, which are legitimate public purposes, to wit:

- (a) to enlist, direct, organize, and encourage community interest and involvement in the acquisition and development of park areas and facilities in Denton,
- (b) to promote, solicit, and encourage contributions from individuals, groups, and organizations, of monies, property, and other items of value by donation, dedication, gift, or bequest, which will benefit the development of existing and future recreation and park services and facilities in Denton, and
- (c) to receive, hold, invest, or donate monies or property for benefit of developing existing and future recreation and park services and facilities in Denton;

WHEREAS, the Foundation has engaged in extensive fundraising activities for the benefit of the DPARD, and has provided significant support to the DPARD's parks, programs, and facilities. The continuation of these activities is essential to the maintenance of the DPARD as a high-caliber parks and recreation program serving the needs of Denton's Citizens, and

WHEREAS, the DPARD and the Foundation coordinate and work in tandem with the common objective of seeking to assure, by the most cost-effective means possible, that the needs and expectations of Denton's Citizens regarding quality parks and recreational facilities and programs are met or exceeded, and

WHEREAS, DPARD and the Foundation are committed to operating with full transparency within their designated roles and consistent with the reasonable expectations of the public and adopt this Agreement to serve as the governing document over the functions, financial relationship, and fundraising and expenditure of funds on behalf or for the benefit of DPARD and the Foundation, their employees, assets, programs or events, and

WHEREAS, this Agreement establishes a governing document defining the relationship and operations of the City and the Foundation and ensuring accountability regarding the financial transactions by and between the City and the Foundation; and

WHEREAS, DPARD and the Foundation desire to ratify and approve for the future, what their respective roles, responsibilities, rights, and obligations are, to each other in this relationship

NOW THEREFORE, in consideration of the covenants, promises, terms, and provisions contained herein, and for the considerations expressed herein, the City and the Foundation mutually AGREE to the following:

ARTICLE I

SERVICES TO BE PROVIDED BY THE FOUNDATION

The Foundation represents, acknowledges, warrants, and agrees to perform and provide the following regarding its operation, purpose, and services provided for the benefit of the City of Denton Parks and Recreation Department:

- (1) **Purpose.** The Foundation was formed and exists to maintain an association of

persons interested in promoting the programs of the DPARD, including its youth activities, programs for the disabled, senior citizen activities, and improving the public parks, parkways, and the public awareness of the opportunities for improving health and well-being through use of the public facilities and programs available to the Citizens of Denton, and raises, receives, and distributes funds in support of DPARD's mission and goals.

- (2) **Mission.** The Foundation supports the activities, programs, and facilities of DPARD and shall align its mission and goals with DPARD's mission and goals.
- (3) **Independent.** The Foundation operates as a private legal entity separate from the City. This Agreement does not in any way constitute a joint venture or create a principal-agent relationship between the City and the Foundation. Neither party will assert control over the operations of the other party.
- (4) **Charitable Organization.** The Foundation has been established as a tax-exempt corporation formed under the laws of the State of Texas and shall maintain its status as a tax-exempt 501(c)(3) charitable organization under state and federal law to ensure that donations to the Foundation may qualify as deductible, charitable contributions for its donors.
- (5) **Fundraising.** The Foundation designs, formulates, and executes fundraising activities to secure, administer, and provide funds, property, services, or other benefits to the DPARD in accordance with following procedures and requirements:
 - a. The Foundation plans and coordinates fundraising and marketing activities with the DPARD in alignment with the City's strategic and capital plans. The Foundation conducts research of individuals, foundations, and corporations who might be best qualified as prospective donors of the Foundation and the DPARD.
 - b. The Foundation shall continue to support and fundraise for the Parks projects, improvements and initiatives included in the Denton Parks Foundation Annual Fundraising Capital Plan ("Annual Plan") attached hereto as Exhibit 1 and incorporated herein for all purposes. The Annual Plan relates to fundraising efforts of the Foundation to benefit the Parks and does not prevent or limit the Foundation from supporting and fundraising efforts on behalf of other non-City entities.
 - c. If the term of this Agreement is renewed in accordance with Article III, the Foundation shall provide an updated Annual Plan describing new fundraising initiatives for the Parks, which updated Annual Plan shall be submitted to DPARD for review and comment, be presented to the Parks, Recreation and Beautification Board for its review and comment, and receive the approval of the Denton City Council to ensure that the Foundation's fundraising and marketing activities are in alignment with the City's strategic and capital

plans. New Foundation fundraising initiatives which are not included on the Annual Plan but are anticipated to raise less than Twenty-Five Thousand Dollars (\$25,000) may be approved by the DPARD Director. The Foundation does not represent or act as an agent of the City when fundraising and will not utilize the Parks or other City property and equipment for fundraising activities without the prior written approval of the DPARD Director.

- d. The Foundation shall receive, process, administer, and distribute gifts in accordance with this Agreement, the donors' instructions or wishes, and the Denton Parks Foundation Donation Policies, Gift Acceptance, and Financial Procedures ("Foundation Policy") attached hereto as Exhibit 2 and incorporated herein for all purposes.
- e. The Foundation shall acknowledge all gifts with appropriate receipts and correspondence in accordance with the Foundation Policy, and coordinate acknowledgments with the DPARD, if applicable.
- f. A donation of money or in-kind support from the City to the Foundation or the installation of a Foundation project at the Parks shall only be authorized in accordance with a service agreement approved by the Denton City Council.
- g. The Foundation shall perform such other reasonably necessary fundraising functions and activities which the DPARD cannot provide itself.

(6) Administration. The Foundation administers funds, property, services, or other benefits in accordance with following procedures and requirements:

- a. The Foundation shall administer and invest funds it receives for the benefit of the Parks. The Foundation shall function essentially as a fiduciary entity on behalf of the donor of a gift and on behalf of the DPARD program or activity to be funded or benefited by the gift to ensure the funds are used for the intended purpose of the donor.
- b. The Foundation ensures that accurate and timely gift and pledge records are prepared, maintained, and preserved in accordance with the Foundation Policy.
- c. The Foundation shall maintain records and accounts that accurately document all funds received by the Foundation and all costs incurred by Foundation, including funds received directly and indirectly and in-kind donations related to DPARD and provide quarterly reports to the City detailing Foundation activities conducted during that period, including but not limited to:
 - i. Itemized youth scholarship dollars received and disbursements,
 - ii. Volunteer hours provided to the Parks and City and their value if the Foundation keeps records of such hours (the Foundation's tracking of

this information is voluntary),

- iii. Itemized donations, both cash and in-kind, received and disbursements to DPARD, and
 - iv. In-kind services provided by the City to the Foundation. DPARD shall determine and calculate the monetary value of in-kind transfers of the City to the Foundation, including but not limited to, use of Parks, City employee time, office space, utilities, telephone service, and WIFI access.
- d. The Foundation shall provide a report to the Denton City Council annually to summarize the Foundation's financial information and benefit to the City, including itemized donations, contributions, and in-kind contributions to the City.
 - e. At the close of each fiscal year, an independent certified public accounting firm will be engaged by the Foundation to account for and audit or financial review of all funds and properties received, and to render a report to the Board of Directors of the Foundation and to the DPARD Director.

(7) Disbursements. The Foundation administers disbursements of funds, property, services, or other benefits in accordance with following procedures and requirements:

- a. Disbursements from Foundation accounts, and any distribution of property or services provided to the DPARD by the Foundation, will be supervised by the Foundation's treasurer and President, and will be made only for expenditures consistent with the explicit purposes for which the accounts were established and any restrictions stipulated by the donors. Each disbursement shall be fully documented and included in quarterly reports to City Council.
- b. Upon the appropriation of funds by the Foundation and transfer of such funds to the City for expenditures intended to benefit the Parks, the Foundation shall transfer such funds to a designated City fund in order to ensure that City financial controls and requirements are implemented and followed for the expenditures of such funds.

(8) Specific Funds. The City shall collect Youth Sports Enhancement fees. The Foundation shall provide an accounting to the City of the Youth Sports Enhancement fees collected and disbursed by the Foundation and remit Youth Sports Enhancement fees collected up to the date of the execution of this Agreement to DPARD for sports related park improvements to City athletic fields. The Foundation shall remit the balance of the morale fund and scholarship fund and all revenues collected up to the date of the execution of this Agreement for the morale fund and scholarship fund to DPARD to be used for the Parks. The Foundation shall maintain adequate records to establish that the City funds provided to the Foundation are used for the purposes authorized by this Agreement.

(9) **Executive Director.** The Foundation shall employ an executive director and administrative support staff to carry out the functions of the Foundation in accordance with this Agreement. The executive director and administrative support staff are employees of the Foundation and shall not be nor considered to be employees of the City and shall not be entitled to any payment or benefit from the City on account of services performed pursuant to this Agreement.

(10) **Conflict of Interest.** The Foundation covenants that:

- a. Neither it nor any member of its governing body presently has any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement,
- b. In the performance of this Agreement, no person having such interest shall be employed or appointed as a member of its governing body,
- c. No member of its governing body or its staff, subcontractors, or employees shall possess any interest in or use his/her position for a purpose that is or gives the appearance of being motivated by desire for private gain for himself/herself, or others; particularly those with which he/she has family, business, or other ties,
- d. No officer, member, or employee of City and no member of its governing body who exercises any function or responsibilities in the review or approval of the undertaking or carrying out of this Agreement shall participate in any decision relating to the Agreement which affects his personal interest or the interest in any corporation, partnership, or foundation in which he has direct or indirect interest, and
- e. It shall perform annual conflict of interest disclosures for its Board, Directors, and employees that identifies business relationships and family.

ARTICLE II
OBLIGATIONS OF THE CITY OF
DENTON PARKS AND RECREATION
DEPARTMENT

The City of Denton, through its Parks and Recreation Department, will provide the following to the Foundation:

- (1) Seventy-Six Thousand Five Hundred Dollars and No Cents (\$76,500.00) shall be paid to the Foundation by the City in fiscal year 2021-22 to be utilized for the purposes set forth in Article I,

- (2) One office space of approximately 100 square feet in the offices of the Denton Parks and Recreation Department at the Service Center at 910 Texas Street, Denton, Texas to the Foundation, to carry out its functions and obligations to the DPARD,
- (3) Utilities, telephone service, and access to public WIFI reasonably needed by the Foundation to carry out its activities at the Service Center as authorized in City's annual operating budget,
- (4) Planning and installation support and supervision for projects or programs such as the placement and / or installation of equipment and legacy items such as memorial benches and trees,
- (5) Identify projects, initiatives, and other items with which the Foundation can provide fundraising support in order to complete or purchase,
- (6) Require that a receipt of money donated to the City be documented through a written donor agreement or receipt and record donations received by the City and related expenses into the City's recordkeeping software,
- (7) Allow the Foundation to support and fundraise for seasonal programs or organizations that are unaffiliated with the City, such as Juneteenth, Cinco de Mayo, and the Senior Advisory Committee,
- (8) Provide approximately 275 square feet of rental space inside the Denton Senior Center for the Senior Advisory Committee craft store initiative at a discounted rate of \$25 per year. The Foundation will provide oversight to the financial operations of the craft store and provide reports to the City as requested,
- (9) A commitment to accept and use gifts from the Foundation in accordance with the Foundation's and the respective donors' wishes. The DPARD shall not utilize or assume control of Foundation gifts or assets until the same are transferred from the Foundation to the DPARD, and
- (10) Compliance with the City's Ethics Ordinance, as amended.

ARTICLE III
THE TERM OF
AGREEMENT

To the extent allowed by state law, this Agreement shall be effective from the execution date and shall remain in full force and effect until September 30, 2022. This agreement may be renewed for one (1) additional one (1) year period if the City and Foundation agree in writing to extend the term of the Agreement prior to the termination of each one (1) year term. The City or Foundation shall have the right to terminate the Agreement, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of

termination, the Foundation shall promptly cease all further work pursuant to the Agreement, with such exceptions, if any, specified in the notice of termination.

ARTICLE IV
ASSURANCES BY THE
PARTIES

The following is a list of representations, assurances, understanding, policies, procedures, and agreements regarding the roles, relationship, and functions of the City and the Foundation in their working relationship pursuant to this Agreement:

- A. The City owns the Parks and any fixture located in the Parks. In the absence of an agreement providing otherwise, title to any fixture donated by the Foundation to the City and installed in the Parks shall vest in the City upon completion of construction or installation and acceptance by the City.
- B. The City has exclusive authority to make all decisions regarding the Parks.
- C. The Board of Directors of the Foundation assures the DPARD that the activities of the Foundation will be in support of the objectives, goals, and priorities of the DPARD, as communicated to it by the City, and the Parks and Recreation Master Plan, as amended. The City assures the Foundation that the resources made available to the DPARD by the Foundation, will be allocated and utilized properly and in accordance with applicable laws, ordinances, policies, and procedures.
- D. Any agreement between the Foundation and City that is not within the scope of the terms of this Agreement shall receive the prior approval of the City Council.
- E. The Foundation has no authority to supervise, direct, control, or demand that a City employee perform any function on behalf of the Foundation. If not otherwise governed by a service agreement approved by the Denton City Council, a Foundation request for administrative support of the Foundation by a City employee shall be submitted to the DPARD Director, who shall have discretion to approve such request. All support of the Foundation by a City employee shall be accounted for as an in-kind contribution of the City to the Foundation.
- F. Capital construction activities on City property supported in whole or in part by Foundation funds shall follow all City procedures governing such projects and building code requirements, if applicable.
- G. The City shall have the right to oversee all infrastructure and capital improvement work performed on the Parks. The City has the right to suspend or discontinue a Foundation project, improvement, or initiative in the Parks, and in such event shall return any funds donated by the Foundation to the City for the suspended or discontinued project.
- H. All work performed by or on behalf of the Foundation is the responsibility of the Foundation

and not the City. The City shall not be deemed liable for any act, omission, or obligation of the Foundation. The Foundation shall provide the terms of this Agreement and training related to the Foundation's obligations under this Agreement to its Board of Directors, executive director, and administrative staff.

- I. The Foundation may not operate donor or sponsor recognition programs in the Parks unless the City Council approves the program or adopts a policy governing such programs and the Foundation complies with the policy.
- J. This Agreement does not grant the Foundation a right to use the City's name and trademarks.
- K. Any personnel employed by or volunteering on behalf of the Foundation shall be deemed employees or volunteers respectively of the Foundation and shall not be deemed employees or volunteers of the City. The Foundation shall be responsible for the supervision, management, and control of such Foundation employees and volunteers and any payroll, taxation, or other employment obligation, if any, incident to their work. Any personnel employed by or volunteering on behalf of the City shall be deemed employees or volunteers respectively of the City and shall not be deemed employees or volunteers of the Foundation. The City shall be responsible for the supervision, management, and control of such City employees and volunteers and any payroll, taxation, or other employment obligation, if any, incident to their work.
- L. The Foundation shall maintain general liability insurance in the amount of \$1,000,000 and in accordance with City insurance requirements, including adding the City as an additional insured party, for all work performed at the Parks by the Foundation's employees, volunteers, contractors, and subcontractors.
- M. The Foundation will appoint a representative who will be available to meet with City officials when requested.
- N. The DPARD Director or his designee is an ex-officio member of the Foundation Board of Directors and allowed to attend Foundation Board of Directors meetings. DPARD employees may attend meetings of the Foundation Board of Directors. The Foundation shall provide any requested information to the DPARD Director upon request within thirty (30 days) of the request if the information provided does not violate any donor trust or anonymity request, or any state or federal Personal Identifiable Information (PII) laws.
- O. **THE FOUNDATION AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS OR SUITS FOR INJURIES, DAMAGE, LOSS, OR LIABILITY OF WHATEVER KIND OR CHARACTER, ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE BY THE FOUNDATION OR THOSE SERVICES CONTEMPLATED BY THIS AGREEMENT, INCLUDING ALL SUCH CLAIMS OR CAUSES OF ACTION BASED UPON COMMON,**

CONSTITUTIONAL, OR STATUTORY LAW, OR BASED, IN WHOLE OR IN PART, UPON ALLEGATIONS OF NEGLIGENT OR INTENTIONAL ACTS OF FOUNDATION, ITS OFFICERS, EMPLOYEES, AGENTS, VOLUNTEERS, SUBCONTRACTORS, LICENSEES, AND INVITEES.

P. In the event any damage or injury is caused to the equipment or facilities provided by the City hereunder by the negligence or improper conduct of the Foundation, its agents, volunteers, subcontractors, or employees, the Foundation shall cause the said damage or injury to be repaired as speedily as possible at its own cost and expense.

ARTICLE V
NOTICE

Any notice or other written instrument required or permitted to be delivered under the terms of this Agreement shall be deemed to have been delivered, whether actually received or not, when deposited in the United States mail, postage prepaid, registered or certified, return receipt requested, or via electronic mail, hand-delivery or facsimile, addressed or sent to Foundation or City, as the case may be, at the following addresses:

CITY

City of Denton

Attn: City Manager
215 E. McKinney
Denton, TX 76201
Sara.Hensley@cityofdenton.com

FOUNDATION

Denton Parks Foundation Attn: President

City of Denton Service Center
901 Texas Street
Denton, TX 76205
Timothy.P.Smith@mwarep.org

Either party may change its mailing address by sending notice of change of address to the other at the above address by certified mail, return receipt requested.

ARTICLE VI
RIGHT TO AUDIT

The Foundation agrees to retain all books, records, documents, reports, and written accounting policies and procedures pertaining to the fundraising, donations, and services provided to DPARD under this agreement for a period of five (5) years from the date of record.

The City shall have the right to audit and make copies of the books, fundraising activities, pledges, donations, gifts, statements, financial records, and computations pertaining to the Agreement. The Foundation shall retain such books, records, documents, and other evidence pertaining to the Agreement period and five years thereafter, except if an audit is in progress or audit findings are yet unresolved, in which case records shall be kept until all audit tasks are completed and resolved. These books, records, documents, and other evidence shall be available,

within ten (10) business days of written request. All books and records will be made available within a 50-mile radius of the City of Denton. The cost of the audit will be borne by the City.

Failure to comply with the provisions of this section shall be a material breach of the Agreement and shall constitute, in the City's sole discretion, grounds for termination thereof. Each of the terms "books", "records", "documents", and "other evidence", as used above, shall be construed to include drafts and electronic files, even if such drafts or electronic files are subsequently used to generate or prepare a final printed document.

ARTICLE VII
ETHICS

The Foundation will adopt and comply with policies regarding code of conduct, conflicts of interest, and potential conflicts of interest.

ARTICLE VIII
ADMINISTRATION OF
AGREEMENT

The President of the Foundation shall be the officer responsible for administration of the Agreement for the Foundation. The City Manager, or designee, shall be the City staff member responsible for the administration of this Agreement on behalf of the City.

ARTICLE IX
NO ASSIGNMENT

This Agreement is solely between the parties and cannot be assigned to another party without the express advance written approval of the non-assigning party.

ARTICLE X
MODIFICATION OF
AGREEMENT

No modification of this Agreement shall be effective unless it is in writing and signed by both parties to the Agreement.

ARTICLE XI
GOVERNING LAW
AND VENUE

This Agreement is subject to, governed by, and shall be construed under the laws of the State of Texas. Venue of any suit or cause of action arising under this Agreement shall be exclusively in Denton County, Texas.

ARTICLE XII
SEVERIBILITY

If any provision of this Agreement is found or deemed by a court of competent Jurisdiction to be invalid or unenforceable, it shall be considered severable from the remainder of this Agreement, and shall not cause the remainder of this Agreement to be invalid or unenforceable. In such event, the parties shall reform this Agreement to replace such stricken provision with a valid and enforceable provision which comes as close as possible to expressing the intention of the parties hereto respecting the stricken provision.

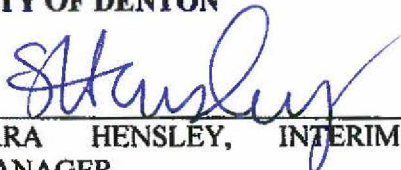
ARTICLE XIII
CAPTIONS

The captions of this Agreement are for informational purposes only and shall not in any way affect the substantive terms or conditions of this Agreement.

IN WITNESS WHEREOF, the City and the Foundation have executed this Agreement in duplicate original counterparts, the City acting by and through its duly-authorized City Manager, and Foundation acting by and through its duly-authorized undersigned officer, on this the 13th day of October, 2021.

(signatures on following page)

CITY OF DENTON



SARA HENSLEY, INTERIM CITY
MANAGER

ATTEST:
ROSA RIOS, CITY SECRETARY

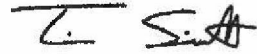
BY: 

APPROVED AS TO LEGAL FORM:
MACK REINWALD, CITY ATTORNEY

BY: 



DENTON PARKS FOUNDATION

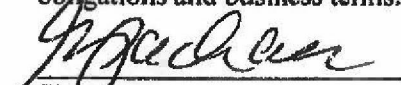


BY: _____

Tim Smith

ITS: PRESIDENT

THIS AGREEMENT HAS BEEN
BOTH REVIEWED AND APPROVED
as to financial and operational
obligations and business terms.



Signature

DIRECTOR
Title

Department

Date Signed: 10-4-21

EXHIBIT 1

The Denton Parks Foundation Donation Policies, Gift Acceptance, and Financial Procedures

EXHIBIT 1

**THE DENTON PARKS FOUNDATION DONATION POLICIES,
GIFT ACCEPTANCE, AND FINANCIAL PROCEDURES
APPROVED: 4/26/2018**

A handwritten signature in black ink, appearing to be the initials 'CP' with a horizontal line above it, located in the bottom right corner of the page.

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POLICIES CONCERNING UNRESTRICTED GIFTS AND FINANCIAL SUPPORT

THE DENTON PARKS FOUNDATION (DPF) is a 501(c)(3) non-profit organization. THE DENTON PARKS FOUNDATION will accept gifts, donations, and in-kind support with no capital campaign or specific use applied to such funds. These funds can be used at the discretion of the organization for any expenses as long as the transaction is consistent with THE DENTON PARKS FOUNDATION's mission, priorities, and financial goals. THE DENTON PARKS FOUNDATION reserves the right to decline any gift. Contributions to THE DENTON PARKS FOUNDATION are tax-deductible to the extent allowable by law.

I. FRIENDS OF THE FOUNDATION

- A. Certain funds and gifts may be given to the foundation as "undesignated", meaning they are not given to a specific project or capital campaign. These funds and gifts may go towards the "Friends of the Foundation" accounting category.
- B. These "Friends of the Foundation" gifts may be used at the discretion of the Executive Director as long as purchases over the specified amount of \$1000 that are not already accounted for in the board approved annual budget are approved by a majority vote of the board prior to the expense. This vote should follow the rules and guidelines outlined in the by-laws.

II. EXECUTIVE DIRECTOR FINANCIAL SUPPORT

- A. The Executive Director's financial support shall be listed as income into our "Programs" accounting category and should be identified as such in Treasurer reports when given to the board.
- B. The financial support of the Executive Director, if it should come in one lump-sum, should be received by the Treasurer in a timely manner outlined in an external agreement or Memorandum of Understanding (MOU) as to allow for consistency in funding and accounting with the Foundation's January to December fiscal year.

POLICIES CONCERNING GIFT ACCEPTANCE

THE DENTON PARKS FOUNDATION (DPF) is a 501(c)(3) non-profit organization. THE DENTON PARKS FOUNDATION will accept approved unrestricted gifts and gifts for specific programs and purposes provided that there is charitable intent on the part of the donor and that the gift supports and is consistent with THE DENTON PARKS FOUNDATION's mission, priorities, and financial goals. THE DENTON PARKS FOUNDATION reserves the right to decline any gift. Contributions to THE DENTON PARKS FOUNDATION are tax-deductible to the extent allowable by law.

I. GENERAL

- A. Payment of commitments to THE DENTON PARKS FOUNDATION may take the form of one or a combination of the following: cash or real property that can reasonably be expected to be converted to cash within a practical time period (one to three years).
- B. Commitments will be publicly recognized and/or commemorated as consistent with the donor's wishes and the guidelines approved by THE DENTON PARKS FOUNDATION. Requests by donors for anonymity will be publicly honored though a limited number of employees, campaign leaders and counsel may be notified of the identity of the donors for internal purposes only.
- C. Public recognition of giving will be based upon the expressed desires of the donor and any policies of THE DENTON PARKS FOUNDATION which govern donor recognition.
- D. Gifts will not be accepted where there is no charitable intent on the part of the donor.
- E. THE DENTON PARKS FOUNDATION reserves the right to refuse or return to donors gifts whose functions and goals are inconsistent with that of THE DENTON PARKS FOUNDATION.
- F. THE DENTON PARKS FOUNDATION will keep accurate record of names and addresses of all vendors who are paid to do any work and are not Denton Parks and Recreation Department employees, affiliated contractors, or volunteers. Acceptance of donations (cash or in-kind) by these vendors who may then be credited with recognition for said donation towards any DENTON PARKS FOUNDATION project shall require a "Conflict of Interest" disclosure and must be approved by a majority vote of the DENTON PARKS FOUNDATION board.

II. PLEDGES

- A. No verbal pledges will be recognized. A signed pledge, gift agreement, email or equivalent documentation, signed and dated by the donor, must be in the possession of THE DENTON PARKS FOUNDATION before a pledge is recorded as fulfilled. This will be strictly observed.
- B. The normal pledge payment period for gifts to capital, endowment, and major gift projects will be no more than five years unless otherwise approved by the executive director or Board Chair.
- C. Permanent donor recognition will be based upon the full payment of pledge commitments within the allotted pledge period based on a cash accounting method.

III. PROPERTY GIFTS

- A. In order for real property gifts to be recognized, complete transfer of ownership must occur with appropriate documentation.
- B. Donors will bear all expenses associated with gifts of real property, including environmental testing and appraisal fees unless otherwise approved by THE DENTON PARKS FOUNDATION Board of Directors.
- C. All real property gifts received by THE DENTON PARKS FOUNDATION and disposed of within two years from the date of receipt will be duly reported to the IRS as required.
- D. All real property gifts will be subject to environmental evaluation prior to acceptance by THE DENTON PARKS FOUNDATION. The extent of that review will be determined for each real property, and the expense will be borne by the donor unless otherwise approved concurrent with Section III. A.
- E. Real property encumbered by a mortgage or other indebtedness or subject to any encumbrances deemed unacceptable by THE DENTON PARKS FOUNDATION Board of Directors will not be accepted.

IV. GIFT VALUATIONS

- A. Cash - In cases where gifts are made in cash, the valuation is the amount of the cash.
- B. Real Property- Gifts of real property will be reported based on the appraised value as determined by a qualified independent appraiser within 60 days of the date of transfer.
- C. Gifts-In-Kind - Gifts-in-kind are tangible gifts other than cash, marketable or privately held securities, or real property. These will be valued at a "Fair-Market Value" or what the In-kind gift could be obtained for at a reasonable retail price by a 501(c)3 of our stature. Gifts-in-kind of an undetermined value will be recorded and acknowledged as received with no value stated.
- D. Service - Gifts of service are contributions of actual, billable service directly related to the business or profession of the provider. Gifts of services will be recognized at the level of actual expenses invoiced but not to be paid. Evidence of a gift of service will be a canceled or voided invoice stating the date, type of service rendered, quantity cost, total cost, and amount to be contributed or forgiven. No service gift can be accepted by if this service is rendered by a volunteer Board of Director who is acting in the capacity of their board position.

V. APPRAISAL REQUIREMENTS

- A. Gifts of personal or real property, other than publicly traded securities, must be accompanied by an appraisal if the estimated value exceeds \$10,000. When the gift is to fund a specific recognition opportunity, donors may be asked to make up any shortfall upon conversion to cash.
- B. Donors of personal or real property gifts must seek their own legal and tax counsel. THE DENTON PARKS FOUNDATION reserves the right to refuse gifts of personal or real property when it is determined that the donor has not complied with IRS appraisal requirements or that the advice of independent counsel is not obtained.

- C. Donors of personal or real property gifts will receive an acknowledgment of the gift only when complete transfer has occurred. The acknowledgment will not include any reference to the value of the gift.
- D. Donors will bear all costs associated with obtaining a qualified appraisal if needed.

VI. RESPONSIBILITY OF DONORS

- A. Information concerning gift planning is to be for illustrative purposes only and is not to be relied upon exclusively in individual circumstances. A letter of understanding from a donor of a personal or real property gift may be required along with proof of outside advice being rendered before such a gift will be accepted.
- B. All potential or proposed planned gifts may be individually reviewed by the Executive Director and Board of Director Chair. Prospective donors are encouraged to request, and may expect to receive, a letter regarding agreements to restrictions placed upon the proposed gift by the donor.
- C. Although representatives of THE DENTON PARKS FOUNDATION will provide all appropriate assistance, the ultimate responsibility regarding evaluations, tax deductibility, and/or such counsel as the donor may wish to secure is the responsibility of the donor.
- D. To avoid conflicts of interest, the unauthorized practice of law, the rendering of investment advice, or the dissemination of income or estate tax advice, all donors of personal and/or real property gifts must indicate the professional advisors rendering opinion on the gift.

VII. GIFT ACCEPTANCE

- A. The Executive Director or members of the DENTON PARKS FOUNDATION staff or Board of Directors, and all volunteers invited to assist with fundraising on behalf of THE DENTON PARKS FOUNDATION are authorized to accept gifts of unrestricted cash so long as the funds are turned over to the Treasurer as soon as possible.
- B. Any other gift requires the formal review of the Executive Director or Board of Directors.

VIII. GIFT PURPOSE

- A. Friends of the Foundation or General Fund - Gifts to the Friends of the Foundation or the General fund may be designated to support specific areas of the operating fund of THE DENTON PARKS FOUNDATION. Gifts to the fund are unrestricted and directly benefit the operating budget. Any gifts that are given with no specification for use should
- B. Specific Purpose Projects - Gifts may be designated by donors to support specific projects and events that the Denton Parks Foundation has oversight of.
- C. Capital Campaign - Gifts to a Capital Campaign may be designated to support approved specific areas of the project and may provide naming opportunities provided that opportunity complies by the donation guidelines herein as well as the rules and procedures of the municipal and state governing bodies that be.

POLICIES CONCERNING DONOR RECOGNITION

I. PURPOSE

- A. The purpose of donor recognition policies is twofold: (1) to provide a genuine and lasting form of recognition for the generosity of benefactors to THE DENTON PARKS FOUNDATION and (2) to encourage potential donors to raise their level of giving in order to achieve some form of recognition.

II. PEERAGE

- A. One of the principles behind the successful use of donor recognition is that of peerage. Individuals, corporations, and foundations often wish to be seen among their peers, and this includes being viewed as peers in their level of giving. To over-encourage anonymity sometimes diminishes the effectiveness of donor recognition policies because of the loss of peerage. Unless anonymity or a "non-disclosure" is requested by the donor, their name and giving amount can be used for other fundraising activities and publications to help solicit more donations through peerage.

III. ANONYMITY

- A. Benefactors will be given the opportunity to choose anonymity, and this anonymity will be reflected in all published lists and other forms of donor recognition. The following will be those individuals who, for reasons of stewardship and security, will be informed of the amount of all pledges and the names of all donors to the campaign including those who request anonymity: Executive Director, Resource Development Manager, Chief Financial Officer, Campaign Manager, Campaign Chair(s) and Campaign Counsel.

IV. PROVISIONS FOR RECOGNITION

- A. Provisions will be made to recognize all donors to THE DENTON PARKS FOUNDATION regardless of the size of their gift, while recognizing the wishes of those who choose to remain anonymous donors.

V. FORMS OF RECOGNITION

- A. There will be no standard rubric to determine what forms of recognition exist. Rather, this discretion is left to the Executive Director, with Board of Director approval, on a per project basis.

VI. NAMED GIFT OPPORTUNITIES

- A. There will be no standard rubric to determine what donations will garner "named gifts". Rather, this discretion is left to the Executive Director, with Board of Director approval, to grant on a per project basis.



VII. DONOR RECOGNITION LEVELS

- A. There will be no standard rubric to determine "Donor Recognition Levels". Rather, this discretion is left to the Executive Director, with Board of Director approval, on a per project basis.

VIII. PUBLICATIONS

- A. Periodically, the names of members of donor recognition levels or reserved named gift opportunities will be published in THE DENTON PARKS FOUNDATION's publications, newsletters, and campaign updates. The purpose of these publications will be twofold: (1) to show appreciation for pledges made and (2) to encourage others to make significant and stretch philanthropic commitments.

IX. PLEDGE PAYMENT AND RECOGNITION

- A. All forms of permanent recognition will be based upon pledges paid. Conversely, those donors with unpaid pledges will not be given permanent recognition until such pledges are fulfilled.

XI. EXCEPTIONS

- A. The Board is empowered to grant any exception to these general policies in order to encourage significant gifts or improve benefactor relationships.

XII. ESCAPE CLAUSES

- A. If a donor defaults on the pledge or wishes to have the recognition removed, the Board will recommend to the custodian of the property in question (if it is not owned by the Foundation) to have the recognition removed at the donor's expense.



POLICIES CONCERNING FUNDRAISING, GIFT, AND GENERAL ACCOUNTING

I. SPECIFIED PROJECT CAMPAIGN FUNDRAISING PERIOD

- A. The fundraising period will be the total time encompassed by the active cultivation, solicitation and payment of pledges for The Denton Parks Foundation including those gifts made during the planning phases of any one certain project or campaign. The beginning and ending date for counting commitments to a campaign or project is to be set by the Board of Directors at the recommendation of the specific project or campaign Steering Committee (if applicable).

II. COUNTING

- A. Only those gifts and pledges actually received and/or committed during the specified period identified for the campaign will be counted in the campaign results.
- B. The Treasurer and Executive Director shall keep committed pledges vs. received pledges on a per project basis to correctly reflect the money raised for said project for evaluation and measurement purposes.
- C. If phased, gifts and pledges will be counted in only the phase of the capital campaign in which they were committed. No commitments will be counted for both the first phase and any subsequent additional phase(s) of the campaign unless used in the capacity of demonstrating overall project fundraising efforts.
- D. The value of any canceled, withdrawn or unfulfilled pledge will be subtracted from the campaign and phase totals when it is determined that the commitment will not be realized.
- E. Any other non-cash, in-kind, or equivalent gifts or pledges shall adhere to the accounting policies set forth above.

III. HANDLING AND RECORDING OF RECEIVED FUNDS

- A. The Treasurer should receive notice of gifts being received as soon as reasonably possible.
- B. The receipt of gifts and received pledges, both cash and non-cash, should be entered into the correct accounting categories within three (3) business days per the accounting and Treasurer guidelines in the by-laws.
- C. Any other rules or procedures regarding the handling and recording of received funds can be referenced in The Denton Parks Foundation By-Laws as well as the Memorandum of Understanding (MOU) with the City of Denton (should one exist and be currently in-force).

IV. NON-GIFT REVENUE

- A. The following types of funds may be designated to a campaign or project but will be reported as non-gift revenue to the campaign. In campaign reports, these forms of revenue will be shown as additions to the campaign from non-philanthropic sources:
 - Investment earnings on gifts contributed for campaign purposes;
 - Board-designated surplus income; and
 - Any other non-philanthropic or gift income to be used for the purposes of the campaign.

POLICIES CONCERNING MATCHING GIFTS

I. SOLICITATION OF MATCHING GIFTS

- A. Whenever and wherever possible, donors to the capital campaign will be encouraged to seek out and take advantage of corporate or foundation matching gift programs.
- B. If the corporation sponsoring the matching funds gift is also a vendor or contractor that has been as such for work completed on behalf of the foundation, this relationship shall be disclosed per the directions given in *Sec. 1, f* of the "Policies Concerning Gift Acceptance" section in the most recently approved version of this document.

II. DESIGNATION OF MATCHING GIFTS

- A. Unless otherwise directed by the donor, corporation or foundation, income from matching gifts will be designated for the same restricted purpose as the original gift or pledge of the individual or family donor.

III. RECOGNITION FOR THE MATCHING GIFT DONOR

- A. The corporate or foundation matching gift donor will receive credit and appropriate named gift recognition and/or will be categorized in the appropriate donor recognition level in respect to the dollar value of the matching gift.

IV. CREDITING OF MATCHING GIFTS

- A. The value of the matching gift will be added to an individual or family gift and therefore will entitle the individual or family donor to increased recognition or naming opportunities.

V. NAMED GIFT OPPORTUNITIES

- A. The individual or family donor will have the opportunity to designate a named gift based upon the combined value of their original gift and any matching gift received.

VI. REPORTING AND/OR PUBLISHING OF MATCHING GIFTS

- A. In reporting or publishing matching gifts, the gifts of both the original donor and the matching gift donor will be acknowledged.

CONFIDENTIALITY POLICY

A first principle of campaigning is to recognize the inherent personal dignity of any person who is discussed as a prospective donor to the campaign, and as such should never be described as "targets," "on a hit list" or in any other way that would diminish their dignity.

It is assumed that in the course of preparing for and conducting the capital campaign, Board members, campaign leadership members, employees, and fundraising consultants will have the occasion to discuss information of a personal, financial, and confidential nature. The following policies are established to affirm THE DENTON PARKS FOUNDATION's sincere commitment to protect the dignity and trust of its benefactors, friends, and prospective donors.

- A. All fundraising-related discussions concerning major gift prospects, whether individuals, foundations, or corporations, are to be held in confidence.
- B. While it is never the intent to discuss matters of a personal or family nature regarding prospects, should such a disclosure happen in the course of a campaign meeting or activity, such information will be treated with the highest level of confidence.
- C. All information concerning financial capability, past giving patterns, specific gifts, and/or personal disclosures about giving interests are to be treated confidentially—that is within the circle of those of who are assigned to the prospect or are providing counseling or guidance relative to the prospect.
- D. All discussions and/or reports of gifts and capital campaign commitments made during campaign committee meetings are to be held in confidence until the donor's desires concerning publicity or anonymity are expressed in the written confirmation of the pledge or gift.

LANGUAGE REPOSITORY

POLICIES CONCERNING GIFT ACCEPTANCE

IV. GIFT VALUATIONS

- A. **Publicly Traded Securities** - In keeping with IRS regulations, gifts of securities will be valued at the average market value of the specific security on the date the full interest in the transferred property is received either electronically or physically.
- B. **Privately Held Securities** - Gifts of closely held marketable securities will be valued based on a qualified independent appraisal at the time of transfer. Generally, gifts of privately held securities will be accepted only when conversion to cash within a five-year timeframe is expected.
- C. **Life Insurance** - Gifts of life insurance will be valued, for recognition purposes, based on the surrender value as of the date of the transfer.

VIII. MARKETABLE SECURITIES TRANSFERS AND SALES

- A. In the case of a gift or pledge payment in the form of marketable securities, the marketable securities will be sold immediately upon transfer of ownership and, ideally, no less than 24 hours from the date and time of transfer.
- B. As previously noted in Section IV. B. of these policies, gifts will be evaluated on the basis of the average market value of the specific marketable securities on the date of transfer.
- C. It is understood that the donor, in transferring ownership of the marketable securities, is making a charitable contribution and, as such, has no rights concerning the disposition, sale, or retention of any marketable securities given to THE DENTON PARKS FOUNDATION.
- D. Any loss or gain in the value of the marketable securities, resulting from the timing of the sale, will not be added or subtracted from the gift evaluation.
- E. Upon written request by the donor of securities and the approval of the Executive Director, Resource Development Manager, and Operations Director, THE DENTON PARKS FOUNDATION may agree to hold the marketable securities as transferred for a designated period of time. In this case, THE DENTON PARKS FOUNDATION willingly assumes all risks concerning potential benefit or loss due to changing securities values because the stock is retained rather than sold.

IX. BEQUESTS AND TESTAMENTARY GIFTS

- A. THE DENTON PARKS FOUNDATION will seek and accept gifts made as testamentary gifts through wills and codicils to wills. For campaign purposes, bequests will be accepted from individuals of any age though bequests from persons of 80 years or older will be categorized as "short term bequest" or some similar designation.
- B. In order for bequests to be counted or considered for any present or future planned giving or bequest recognition group, a copy of the will, specific section of the will pertaining to the bequest or the specific codicil to the will must be on file at THE DENTON PARKS FOUNDATION. In lieu of the specific document, a donor may file a gift agreement which states the nature of the bequest, its

estimated current value, the date the will or codicil was signed, and complete contact information for the donor and executor named in the bequest.

- C. When bequests are received, any instructions or restrictions from the donor, so long as they are legal and reasonable, will be followed.
- D. Also, gifts made from an Individual Retirement Account will be accepted for purposes of the capital campaign if the individual is at least 80 years old.





Volunteers, Employees and Representatives

The Denton Parks Foundation volunteers, staff and representatives are committed to ensuring the highest ethical standards within the organization and the community. The success of the Denton Parks Foundation and the reputation it maintains depend upon the ethical conduct of everyone affiliated with the organization. Volunteers, staff and representatives set an example for each other and for all community organizations by their pursuit of excellence in high standards of performance, professionalism and ethical conduct.

While no one document can cover all of the challenges that may arise, the Code of Ethics (Code) communicates key guidelines and will assist volunteers, staff and representatives in making good decisions that are ethical and in accordance with applicable legal requirements.

I. Personal and Professional Integrity

A personal commitment to integrity in all circumstances benefits each individual as well as the organization. We therefore:

- A. Strive to meet the highest standards of performance, quality, service and achievement in working towards the Denton Parks Foundation mission.
- B. Communicate honestly and openly and avoid misrepresentation.
- C. Promote a working environment where honesty, open communication and minority opinions are valued.
- D. Exhibit respect and fairness toward all those with whom we come into contact.

II. Accountability

The Denton Parks Foundation is responsible to its stakeholders, which include member organizations, donors and others who have placed faith in our organization. To uphold this trust, we:

- A. Promote good stewardship of all Denton Parks Foundation resources, including time, talent and treasure. This includes contributions, fees, grants and pass-through money as well as physical resources and the gift of time that is given to Denton Parks Foundation.
- B. Refrain from using organizational resources for non-Denton Parks Foundation purposes.

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- C. Observe and comply with all laws and regulations affecting Denton Parks Foundation.

III. Solicitations and Voluntary Giving

The most responsive contributors are those who have the opportunity to become informed and involved. We therefore:

- A. Promote voluntary giving with board members, prospective and current donors.
- B. Refrain from any use of coercion in fundraising activities.

IV. Conflicts of Interest

Ethics Officers and Ethics Committee

The Board President will serve as the Ethics Officer for the staff. The Executive Committee will serve as the Ethics Committee for the Executive Director and the volunteers and other representatives of the Denton Parks Foundation.

Staff

In order to avoid any conflict of interest or the appearance of a conflict of interest, which could tarnish the reputation of the Denton Parks Foundation as well as undermine the public trust in the organization, Denton Parks Foundation, staff will:

- A. Avoid any activity or outside interest which conflicts or appears to conflict with the best interest of the Denton Parks Foundation organization.
- B. Ensure that outside employment and other activities do not adversely affect the performance of Denton Parks Foundation duties or the achievement of Denton Parks Foundation's mission. This does not include any involvement in other volunteer boards, commissions, or non-profit organizations.
- C. Ensure that travel, entertainment and related expenses are incurred on a basis consistent with the mission of Denton Parks Foundation and not for personal gain or interests.
- D. Decline any gift, gratuity or favor in the performance of Denton Parks Foundation duties except for promotional items of nominal value and any food, transportation, lodging or entertainment unless directly related to Denton Parks Foundation business.

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V. Volunteers and other Denton Parks Foundation Representatives

In order to avoid any conflict of interest or the appearance of a conflict of interest, which could tarnish the reputation of Denton Parks Foundation, as well as undermine the public trust in the organization, volunteers and other representatives will:

- A. Refrain from activities that might be construed as a direct conflict of interest to the Denton Parks Foundation.
- B. Refrain from attempting to influence the selection of staff, consultants or vendors who are relatives or personal friends or affiliated with, employ, or employed by a person with whom they have a relationship that adversely affects the appearance of impartiality.
- C. Denton Parks Foundation Volunteers should not knowingly take any action, or make any statement, intended to influence the conduct of Denton Parks Foundation in such a way to confer any financial benefit on themselves, their immediate family members or any organization in which they or their immediate family members have a significant interest as stakeholders, directors or officers.
- D. Disclose all known conflicts or potential conflicts of interest in any matter before the Board of Directors, if they are Board members, or any committee upon which they serve. They may participate in discussion, but may not vote in connection with such matter.
- E. Members of the Board shall annually file a disclosure of all known and potential conflict of interest with the Executive Committee. This will remain on file with the Denton Parks Foundation for three years.

VI. Confidentiality and Privacy

Confidentiality is a hallmark of professionalism. We therefore:

- A. Ensure that all information, which is confidential, privileged or nonpublic, is not disclosed inappropriately.
- B. Respect the privacy rights of all individuals in the performance of their Denton Parks Foundation duties.

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VI. Political Contributions

Denton Parks Foundation encourages individual participation in civic affairs. As a charitable organization, Denton Parks Foundation may not make contributions to any candidate for public office or political committee and may not intervene in any political campaign on behalf of or in opposition to any candidate for public office. We therefore:

- A. Refrain from making any contributions to any candidate for public office or political committee on behalf of the Denton Parks Foundation.
- B. Refrain from making any contributions to any candidate for public office or political committee in a manner that may create the appearance that the contribution is on behalf of the Denton Parks Foundation.
- C. Refrain from using any organizational financial resources, facilities or personnel to endorse or oppose a candidate for public office.
- D. Clearly communicate that we are not acting on behalf of the organization, if identified as an official of the Denton Parks Foundation, while engaging in political activities in an individual capacity.
- E. Refrain from engaging in political activities in a manner that may create the appearance that such activity is by or on behalf of the Denton Parks Foundation.

VII. Guidance and Disclosure

Volunteers, staff and representatives are encouraged to seek guidance from the Executive Committee concerning the interpretation or application of this Code of Ethics. Any known or possible breaches of the Code of Ethics should be disclosed. Staff and representatives should contact the Executive Director. Volunteers should contact the Chairperson. Reports of possible breaches will be handled in the following manner;

- A. All reports of possible breaches will be treated in confidence as much as the organization's duty to investigate and the law allow. If confidentiality cannot be maintained, the individual disclosing the possible breach will be notified.
- B. All reports of breaches will be investigated and, if needed, appropriate action taken based upon the policies of the organization.

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- C. Retaliation against a person who suspects and reports a breach in good faith will be treated as an independent breach of the Code.
- D. Denton Parks Foundation affirms prompt and fair resolution of all reported breaches.

Disclosure of any Conflict of Interest:

I hereby fully disclose below all known and potential conflicts of interest to the Denton Parks Foundation and to the Executive Committee. This notice will remain on file with the Denton Parks Foundation for three years. Please check all that apply.

- No known conflicts of interest
- Possible Conflicts of interest are disclosed below:

Possible Conflicts of Interest

Please sign and return page 5 to the Denton Parks Foundation staff. You may keep pages 1-4 of the Code of Ethics for your own records.

I have read the Denton Parks Foundation Code of Ethics and affirm that I will abide by them in the Denton Parks Foundation fiscal year of January 1, 2021 through December 31, 2021.

Print name and Relationship with Denton Parks Foundation (e.g., Board/Volunteer/Staff)

Signature and Date

Return this form to the Denton Parks Foundation office, or email it to Brooke Moore at brooke@dentonparksfoundation.com.

Thank you!

EXHIBIT 2

Fiscal Year 2021-2022 Denton Parks Foundation Annual Fundraising Capital Plan



denton
**PARKS
FOUNDATION**

Annual Fundraising Plan October 2021 – September 2022

Fundraising Goal:

The goal for the Denton Parks Foundation is to raise **\$590,000** through donor gifts, Friends of the Parks memberships, sponsorships, special events (including 3rd party events), grants, and beer sales through the Brew for Better Parks Program.

Unrestricted Funding - \$60,000 (Events, Sponsorships, Friends of the Parks, Facebook Donations, Annual Fund)

- Unrestricted funds are not earmarked in specific amounts or for specific projects, rather they are used to support projects and initiatives as need are identified. Fund allocation is determined by the Denton Parks Foundation Board of Directors, DPARD Leadership, and the Parks and Beautification Board. Areas of impact include:
 - o preservation of open space
 - land acquisition
 - o park and playground development and maintenance
 - funding for major initiative or enhancement
 - support to parks and playgrounds most in need
 - o scholarships (partial and full) to community members
 - providing access to after-school care
 - sending children to pre-k or summer camp
 - supporting citizens with access to recreational programming and facilities
 - support swim for life program that offers free swim lessons

Dog Park Campaign - \$30,000 (Special Events, Sponsorships/Major Gifts, Grants)

Additional amenities are needed to enhance the North Lakes Dog Park. Additional funds are also needed to assist with ongoing maintenance of the North Lakes and Wriggley Field Dog Parks. Funds raise from the Dog Park Campaign will be utilized to fill the gap between the current tax dollars available for the ongoing development for the North Lakes Dog Park and additional desired amenities and ongoing maintenance for both of Denton's dog parks.

Inclusive Playground Campaign - \$500,000 (Major Donors and Grants)

This year, DPF will begin the process of developing a campaign to raise 1.25 million dollars for an inclusive playground. These efforts will ensure children of all abilities can interact with others and do what kids do best, play! Over the next 12-18 months DPF will complete the following steps:

- Pre-campaign research
- Campaign plan development
- Solicit gifts (top down/inside out)

Fiscal Partnerships - \$90,575 (HOT Funds Grant has already been submitted for Juneteenth 2022 - \$65,575 and Bark in the Park - \$25,000), \$2,000 (Denton Area Tennis Association), \$10,000 (940 Disc Golf Association), Denton Senior Center Advisory Committee



denton
**PARKS
FOUNDATION**

DRAFT JUNE 1, 2021

Fiscal Partnership funds are restricted and support specific community groups and associations including the Juneteenth Committee, the Denton Area Tennis Association, 940 Disc Golf, and the Senior Center Advisory Committee. As a fiscal partner, these groups are extended 501(c)3 tax-exempt status. These funds enable these associations and committees to produce projects, tournaments, festivals, cultural events, and community sports and activities. These events and activities encourage tourist and residents to unite over arts, sports, entertainment, and culture in our City of Denton parks and green spaces.

Mission Message:

The mission of the Denton Parks Foundation is to engage the Denton community to enhance the mission of the Denton Parks Department to unite, grow, and play.

We believe that when a community unites, parks get better.

Our vision is to unite people over parks and play through investments, advocacy, and volunteerism resulting in accessibility and a quality life for all residents.

To that end, DPF will:

- invest resources into DPARD to help win future National Recreation and Park Association (NRPA) and a Texas Recreation and Park Society (TRAPS) gold medals.
- advocate for 100% access for everyone in the City of Denton.
- work equitably to distribute recreational scholarships to all individuals who qualify for through the City of Denton Parks and Recreation Department.

Fundraising Methods:

- Secure Individual Donations
 - Our goal is to have more than 50% of DPF funds come from individual donations. Donations are solicited via online and mailer campaigns as well as through individual asks and appeals. In addition, DPF leverages unique appeals and solicitation that encourage regular giving such as North Texas Giving Day and the Annual Friends of the Park Membership Campaign.
- Special Events
 - DPF hosts Signature Events Each Year. Revenue is generated from ticket sales, sponsorships, and donations taken at the events.
 - Galentine's
 - Adult Egg Scramble
 - Bark in the Park
 - Parktober (Boo Buckets and Park Crawl)
 - Utilize 3rd Party Events (hosted by others)
- Major Initiatives
 - Fundraising for major initiatives requires a giving and sponsorship plan specific to each campaign.
 - Dog Park Campaign - donor recognition program
 - Inclusive Playground campaign - top-down approach to secure 60% of campaign before going public
- Brew for Better Parks



DRAFT JUNE 1, 2021

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- Ongoing revenue source through the sales of a specialized DPF Brew in partnership with Denton County Brewing Company (DCBC)
 - Done through sales at DCBC and collaborations with other local bars to add this beer to their beer tap

Timeline for Methods:

Ongoing

- Maintain prospective and past donor records
- Donor cultivation
 - Acquire prospect names and contact information
 - Donor contacts
 - Dog Park Campaign Solicitation
- Donor stewardship
 - Donor thank you letters
 - Donor calls
 - Donor contacts
- Grant writing
- Public Relations and Community Engagement
- 3rd Party Events
- Coordinate monthly Foundation Board meetings
- Attend monthly Parks, Recreation, and Beautification Board meetings
- Provide regular updates and quarterly reports to the Foundation Board, Park Board, and City Council

Quarter 1

October 2021 – December 2022

- Parktober – like October but it's all about the parks month
- October 1 – Monthly Electronic Newsletter
- October 1-3 – DPF booth at Denton Arts and Jazz Festival
- October 20 – Park Crawl
- October 30 – Coffin Races
- November 1 – Monthly Electronic Newsletter
- November 6 – Kick Off Electronic Fundraising Campaign for Annual Fund
- November 15 – Thank you video released (National Philanthropy Day)
- November 17 – Potential Program or Engagement Opportunity, National Take a Hike Day
- December 1 – Monthly Electronic Newsletter
- December – Enlist Inclusive Playground Campaign Committee
- December 13 – Monthly Electronic Appeal
- December 30 – Thank you Email

Quarter 2

January 2022 – March 2022

- January 1 – Monthly Electronic Newsletter



DRAFT JUNE 1, 2021

A handwritten signature in black ink, appearing to be "JP", is written over the draft date.

- January – Meet with Inclusive Playground Campaign Committee
 - Determine Working Goal
 - Revise Case for Support
- January 22 – Donor Tax Receipts sent
- February 1 – Monthly Electronic Newsletter
- February – Meet with Inclusive Playground Campaign Committee
 - Develop Donor Recognition Plan
 - Create Timeline and Policies
- February 10 – Galentine’s Day Fundraiser
- February 14 – Donor thank-a-thon, postcard, or email
- March 1 – Monthly Electronic Newsletter
- March – 2021 Friends of the Parks Recognition Event and Parks Tour (date TBD)
- March – Meet with Inclusive Playground Campaign Committee
 - Solicit Gifts (top-down/inside out, major donors)

Quarter 3

April 2022 – June 2022

- April 1 – Monthly Electronic Newsletter
- April 9 – Adult Egg Scramble (potentially)
- April – Meet with Inclusive Playground Campaign Committee
 - Solicit Gifts (top-down/inside out, major donors)
- May 1 – Monthly Electronic Newsletter
- May – Everyday in May Campaign
- May – Meet with Inclusive Playground Campaign Committee
 - Solicit Gifts (top-down/inside out, major donors)
- June 1 – Monthly Electronic Newsletter
- June 1 – Potential Program or Engagement Opportunity, National Trails Day
- June – Meet with Inclusive Playground Campaign Committee
 - Solicit Gifts (top-down/inside out, major donors)
 - Review and Revise Goal
- June 15 – Annual Appeal Mailer
- June 18 – Potential Program or Engagement Opportunity, International Picnic Day

Quarter 4

July 2022 – September 2022

- July 1 – Monthly Electronic Newsletter
- July – Meet with Inclusive Playground Campaign Committee
 - Solicit Gifts (top-down/inside out, major donors)
- August 1 – Monthly Electronic Newsletter
- August – Meet with Inclusive Playground Campaign Committee
 - Solicit Gifts (top-down/inside out, major donors)
 - Begin Planning of Campaign Kick-Off (public phase)
- September 1 – Monthly Electronic Newsletter
- September 10 – Bark in the Park = Spilsh Splash Doggie Bash & Dog Days of Denton
- Submit Denton Benefit League Grant
- September 15 – North Texas Giving Day



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