

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 _____ day of _____, 2026 between the City of Denton, a Texas home rule municipal corporation, hereinafter referred to as the "City", and the Denton Parks Foundation, a Texas nonprofit corporation, hereinafter referred to as the "DPF".

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

WHEREAS, the City owns and maintains public parks, trails, and facilities, and provides recreation activities, programs, instructions, and services (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 unite and grow lives by preserving parks and encouraging play, 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

WHEREAS, the DPF 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), non-profit foundation. The DPF Articles of Association set forth its purpose as being a non-policy making and non-profit organization to maintain an association of persons interested in promoting and improving DPARD parks and recreation facilities, and its programs, activities, and services for all Citizens of Denton, and

WHEREAS, the DPF mission, as adopted by the Board of Directors, is *“to engage the Denton community to enhance the mission of the Denton Parks & Recreation Department to unite, grow, and play”*.

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

- (1) to enlist, direct, organize, and encourage community interest and involvement in the acquisition and development of park areas and facilities in Denton,

- (2) 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
- (3) to receive, hold, invest, or donate monies or property for benefit of developing existing and future recreation and park services and facilities in Denton.

ARTICLE I

SERVICES TO BE PERFORMED BY THE FOUNDATION

The DPF 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:

- (1) **Fundraising.** The DPF designs, plans, and executes fundraising activities to secure, administer, and provides funds, property, or other benefits to the City in accordance with the following procedures and requirements:
 - a. The DPF plans and implements fundraising activities, grant writing, marketing, and awareness campaigns as determined by the DPF Board of Directors.
 - b. Any fundraising efforts of the DPF to benefit the City do not prevent or limit the DPF from supporting and fundraising on behalf of other non-City entities, provided it aligns with the mission of the DPF as it is stated herein.
 - c. The DPF will provide the DPARD Director with an annual written request for use of City of Denton facilities, including days, times, and purposes, by January 15 for each calendar year. The DPARD Director will confirm in writing availability to the DPF President by January 31. The DPF President and/or the DPARD Director may amend the annual facility use agreement with at least 120 days of written notice.
- (2) **Administration.** The DPF administers funds, property, or other benefits in accordance with the following procedures and requirements:

The DPF shall administer and invest funds it receives for the benefit of the City in accordance with the DPF Board approved Bylaws and Standard Operating Procedures. The DPF shall function as a fiduciary entity on behalf of the donor of a gift to ensure the funds are used for the intended purpose of the donor.

- (3) **Disbursements.** The DPF administers disbursements of funds, property, or other

benefits in accordance with the following procedures and requirements:

- a. Annually, DPF will make available to the City, through its grants process, an amount equal to or greater than the amount provided by DPARD to use its parks, recreation facilities, and associated rental fees, along with personnel costs associated with these venues for DPF pre-approved fundraising events (for no more than four (4) events per year).
- b. Funds are given to the City as grants, which have been requested in a written proposal by the City and approved by the DPF Board. Grant Agreements will be signed by the City prior to funding. Every grant is documented by a Grant Agreement (see Exhibit A), and documentation of use of funds and completion of the Grant Agreement must be provided to the DPF through a grant report.
- c. Disbursements from DPF accounts, and any distribution of property provided to the City by the DPF, will be supervised by the DPF Board of Directors.
- d. Grant funds will be distributed and payable to the City of Denton by check. Said funds must be delivered and receipted, along with the Grant Award document by the City Manager or his/her designee.

(4) **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 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 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 the 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 as direct or indirect interest, and

- e. It shall perform annual conflict of interest disclosures for its Board of Directors.

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 DPF:

- (1) Identifying projects, initiatives, properties, and other items needed or wanted, annually, in October with which the DPF may provide long and short-term fundraising support to complete or purchase.
- (2) Meeting facilities for approximately 20 people for DPF monthly board meetings, special event planning meetings, and committee meetings at no cost to the DPF.
- (3) Providing parks, recreation facilities, and associated rental fees, along with personnel costs associated with these venues for DPF pre-approved fundraising events, for no more than four (4) events per year, at no cost to the DPF, not to exceed an annual cost to the City of \$20,000.
- (4) Planning, installing, and maintaining equipment and items for projects or programs such as legacy items - memorial benches and trees, as agreed upon in the grant agreement, and
- (5) Providing acknowledgement of DPF as outlined in each grant agreement and in all DPARD promotional materials.
- (6) Compliance with the City's Ethics Ordinance, as amended.

ARTICLE III
THE TERM OF
AGREEMENT

The City or DPF shall have the right to terminate this Agreement, in whole or in part, without cause any time upon ninety (90) calendar days prior written notice. Upon receipt of a notice of termination, the DPF shall promptly cease all further work pursuant to this 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 DPF in their working relationship pursuant to this Agreement:

- (1) The City owns the Parks and any fixtures located in the Parks. In the absence of an agreement providing otherwise, title to any fixture donated by the DPF to the City and installed in the Parks shall vest in the City upon completion of construction or installation and acceptance by the City.
- (2) The City has exclusive authority to make all decisions regarding the Parks.
- (3) The Board of Directors assures the DPARD that the activities of the DPF 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 DPF that the resources made available to the DPARD by the DPF will be allocated and utilized properly and in accordance with applicable laws, ordinances, policies, and procedures.
- (4) The DPF has no authority to supervise, direct, control, or demand that a City employee perform any function on behalf of the DPF.
- (5) Capital construction activities on City property supported in whole or in part by DPF funds shall follow all City procedures governing such projects and building code requirements, if applicable.
- (6) 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 DPF project, improvement, or initiative in the Parks, within the terms of the DPF Grant Agreement. In such event, the City, shall return any funds donated by the DPF.
- (7) The DPF may not operate donor or sponsor recognition programs in Recreation and Park facilities unless the City approves the program or adopts a policy governing such programs and the DPF complies with the policy. The City acknowledges that items (such as plaques, bricks, and fence pickets) recognizing donors already in place will not be disturbed unless mutually agreed to by the DPF and the City.
- (8) This Agreement does not grant the DPF a right to use the City's name and trademarks.
- (9) Any personnel employed by or volunteering on behalf of the DPF shall be deemed employees or volunteers respectively of the DPF and shall not be deemed employees or volunteers of the City. The DPF shall be responsible for the supervision, management, and control of such DPF 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 DPF. 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.

- (10) The DPF shall maintain general liability insurance of \$1,000,000 and in accordance with City insurance requirements.
- (11) DPARD employees may attend meetings of the DPF Board of Directors as guests, upon invitation of the DPF President, who controls the meeting agenda.
- (12) **THE DPF 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.**
- (13) 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 DPF, its agents, volunteers, subcontractors, or employees, the DPF 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
CMO@cityofdenton.com

DPF

Denton Parks Foundation
Attn: President
PO Box 75
Denton, TX 76202
board@dentonparksfoundation.com

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
RECORD RETENTION

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

ARTICLE VII
ETHICS

The DPF 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, or designee, of the DPF shall be the officer responsible for the administration of this Agreement for the DPF. 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 this 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 INTEGRATION

The Agreement, together with any attached exhibits constitute the entire understanding between the City and the DPF with respect to the subject matter of the Agreement. This Agreement replaces and supersedes any prior discussions, negotiations, agreements, and understandings.

ARTICLE XIV
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 DPF have executed this Agreement in duplicate original counterparts, the City acting by and through its duly authorized City Manager, and DPF acting by and through its duly-authorized undersigned officer, on this the _____ day of _____, 2026.

CITY OF DENTON

SARA HENSLEY, CITY MANAGER

ATTEST:
INGRID REX, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY



BY: _____

DENTON PARKS FOUNDATION

DocuSigned by:


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JEAN KELLER, PRESIDENT

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

Signed by:


75387A6E0F1B4F3...
Signature

Interim Director

Title

Parks and Recreation

Department

3/4/2026

Date Signed

EXHIBIT A GRANT AGREEMENT

_____, 20__

City of Denton, City Manager
City of Denton
215 E McKinney
Denton, TX 76201

Re: Grant Agreement

Dear _____:

The enclosed check in the amount of \$_____ payable to the City of Denton represents a grant from Denton Parks Foundation, Inc. (DPF). The purpose is for _____, as specified by _____. The funds may not be used for other purposes without the written consent of DPF.

The grant funds must be utilized by _____, 20__. Unused funds must be returned to DPF unless an extension is agreed to in writing.

Documentation of the use of these funds is required in the grant report.

Please return the executed Grant Agreement within **10** business days. **Two authorized signatures from the City of Denton are required in acknowledgment of this agreement.**

Best Regard,

Signature

Name/Title

Acknowledged: _____
Signature Title Date

Signature Title Date