



## Partnership for Parks

*Chicago Parks Foundation + Park Partners*

### **Fiscal Partnership Agreement**

This agreement letter describes our prospective relationship and respective roles and responsibilities as partners in this fiscal partnership agreement. This agreement is dated on \_\_\_\_/\_\_\_\_/\_\_\_\_ between \_\_\_\_\_ and the Chicago Parks Foundation.

#### **A. ABOUT CHICAGO PARKS FOUNDATION**

The Chicago Parks Foundation (“CPF,” “we,” “us” or similar language) is a 501c3 nonprofit organization organized under the laws of the State of Illinois. We are qualified as exempt from federal income tax under section 501c3 of the Internal Revenue Code.

As a nonprofit organization, the Chicago Parks Foundation is organized for certain purposes only, and everything we do must fit within the charitable purposes of our mission: to build a stronger community dedicated to supporting and conserving parks in Chicago.

#### ***CPF Contact Information:***

*Sonia Horvath*  
Outreach & Fiscal Partnership Coordinator  
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*Willa Iglitzen Lang*  
Executive Director  
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*Chicago Parks Foundation Mailing Address*  
541 N Fairbanks Court  
Chicago, IL 60611

## B. AGREEMENT INFORMATION

### *Duration*

The terms of this letter of agreement begins on the date listed on page one of this agreement and will be reevaluated in January of the following year. Either party may terminate this agreement with 30 days written notice.

This agreement may be amended only by the mutual written consent of the Park Partner and CPF. Notice of changes shall be sufficient if given to the addresses listed above.

### *Fees & Costs*

1. You agree to pay an annual fiscal sponsorship fee of **\$75** and agree to use our designated bank partner, Fifth Third Bank. The first sponsorship fee will be collected at the time the application is submitted.
  - a. Park partners who join between January and July 31<sup>st</sup> of a given year will pay their second sponsorship fee by January 31<sup>st</sup> of the following year.
    - i. Example: PAC A first paid CPF between January and August of 2018. Their next payment will be due January 2019.
  - b. Park partners who join on or after August 1<sup>st</sup> will be grandfathered into the following year, i.e. their second sponsorship fee will not be due until two (2) Januaries from the original payment's year.
    - i. Example: PAC B first paid CPF between August and December of 2018. Their next payment will not be due until January 2020.
  - c. Once your billing cycle aligns with January, your annual payments will always be due by January 31<sup>st</sup> of each year.
  
2. Any gifts over \$2,000 **MUST** be made payable to the Chicago Parks Foundation, where they will be recorded and donors acknowledged. Checks will be reissued to the Park Partner with the proper documentation (invoices, etc.) for expenses.
  
3. You agree and are responsible for any fees related to ancillary charges including overdraft fees, wire fees, and the traditional fee schedule. You are responsible for the check order costs. The account's monthly maintenance fee is waived monthly through the CPF fiscal partnership agreement and debit cards are free as is the online banking platform.
  - a. Avoid overdraft of checking account. Upon each overdraft, a \$37 penalty will be charged and CPF will be informed. CPF reserves the right to remove a Park Partner from the program and terminate this contract if accounts are abused; that is, if your account is overdrawn 3 times, your Park Partnership will be removed from the program.

## ***Roles & Responsibilities***

### **Chicago Parks Foundation shall:**

1. Provide to Park Partner the CPF Federal Tax ID Letter and the CPF Illinois Sales Tax Exemption Letter.
2. Initiate partnership between you and our designated bank partner, Fifth Third Bank.
3. Provide marketing consultation for your organization, including CPF visual identity content upon request.
4. Reissue checks to you for gifts over \$2,000.

### **Park Partner shall:**

1. Utilize Fifth Third Bank for banking services and open account through this fiscal sponsorship program.
2. Acquire Tax ID number (EIN) for banking purposes only for your Park Partnership. You will use the Chicago Parks Foundation Tax ID number to collect donations and for tax exempt purchasing.
3. Maintain financial records of contributions and expenditures, and submit semi-annual income/expense reports to CPF. **Reports due January 30<sup>th</sup> and July 30<sup>th</sup> of each year.**
4. Receive and safeguard donations and contributions, and send the appropriate acknowledgement of tax-deductible contribution to all contributors (see acknowledgement language below).
5. Disburse funds in accordance with the stated contribution purpose and only for projects outlined in this agreement letter. Use Illinois state tax exemption solely for fundraising purposes of your park.
6. Include the CPF logo/name on your distributed fundraising materials including event flyers, postcards, posters, banners, websites, e-newsletters, social media posts, etc.
7. Notify CPF of any grant applications and gifts over \$2,000.
8. Retain all books, records, or other documents relevant to this agreement for 3 years after this agreement is no longer in effect.

### **Failure to comply with the items listed may result in the removal from the Partnership for Parks program**

Language at the end of acknowledgement letters should read:

*The Chicago Parks Foundation is served as fiscal sponsor to the \_\_\_\_\_ Park Advisory Council. Executive Board Members of the \_\_\_\_\_ Park Advisory Council have the authority vested in them, through Chicago Parks Foundation, to use the tax status and sales tax exemption letter for the purpose of fundraising for park related activities. The Chicago Parks Foundation is a 501c3 nonprofit organization (FEIN Tax ID#: 45-4866050). Please consult with your tax advisor for tax deduction direction for your gift.*

**C. INTERPRETING THIS AGREEMENT**

Your organization agrees to indemnify and hold CPF harmless from and against any and all loss, damage, injury, and liability arising from the deposit, investment, use, or disbursement of funds pursuant to this agreement. This indemnity shall apply whether or not an indemnitee was claimed to be negligent.

This letter does not constitute a partnership or joint venture between CPF and the Park Partner. Neither party has the right to obligate the other in any manner whatsoever.

The duties and obligations that the parties have agreed to perform under the terms of this letter agreement shall not be assignable to any third person or entity without the express written consent of the other party.

This letter agreement shall be construed in accordance with the laws of the State of Illinois.

**If you agree to the terms and conditions set forth in this agreement, please sign in the spaces below. By signing, the signatories represent that they are authorized to sign this letter agreement on behalf of each person within your group.**

\_\_\_\_\_  
**Park Partner Signature**

\_\_\_\_\_  
**Chicago Parks Foundation Signature**

\_\_\_\_\_  
Park Partner Printed Name

\_\_\_\_\_  
Chicago Parks Foundation Printed Name

\_\_\_\_\_  
Date of Signature

\_\_\_\_\_  
Date of Signature

**D. ABOUT YOUR GROUP**

Help us get to know you and your team by completing the information below to the best of your ability and in the most detail possible.

- Park Advisory Council       Community Garden       Dog Park

You are a neighborhood organization (“you,” “your,” “Park Partner,” “AC” or similar language) and have received or may receive funds to be used to generally enhance your park and/or for specific park projects. You have designated the Chicago Parks Foundation as your fiscal partner.

**D1. Contact Information:**

Please provide contact information for *at least* three (3) members of the advisory council.

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*Contact 1 Name & Position within AC*

-----  
*Contact 1 Phone Number*

-----  
*Contact 1 Personal Email Address*

-----  
*Contact 2 Name & Position within AC*

-----  
*Contact 2 Phone Number*

-----  
*Contact 2 Personal Email Address*

-----  
*Contact 3 Name & Position within AC*

-----  
*Contact 3 Phone Number*

-----  
*Contact 3 Personal Email Address*

Park Supervisor’s Full Name: \_\_\_\_\_

Park Supervisor’s Phone Number: \_\_\_\_\_

Park Supervisor’s Email: \_\_\_\_\_

Does your group have a generic AC email (Example:cpf@gmail.com)?

Yes: \_\_\_\_\_

No

**D2. Location Information:**

Please provide the best mailing address for your advisory council to receive mail including the person who should be at attention along with your park address.

What neighborhood is your park in? \_\_\_\_\_

Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Mailing Address**

**Park Address**

What type of address is this?  Home  
 Apartment  
 Other: \_\_\_\_\_

Can you receive mail at this address?  Yes  No

**D3. Additional Information:**

Does your AC have their own 501c3 status?  Yes  No

When does your AC meet (date and time)? \_\_\_\_\_

Date of Election: \_\_\_\_\_ Term of Office: \_\_\_\_\_

Does your AC have voluntary membership dues?  Yes  No

If so, what are your membership dues? \_\_\_\_\_

What committees does the AC have? \_\_\_\_\_

Does your AC have any existing partnerships (corporate, community, etc)?  Yes  No

If yes, please list your partners: \_\_\_\_\_

Does your AC have a website?  Yes: \_\_\_\_\_  No

Please check the boxes below for all the active social media accounts of your AC and list the handles/names of the account.

Facebook: \_\_\_\_\_  Other: \_\_\_\_\_  
 Instagram: \_\_\_\_\_ Handle: \_\_\_\_\_  
 Twitter: \_\_\_\_\_

Have you been a fiscal partner of CPF before?  Yes  No

Does your AC have an active bank account?  Yes  No

If yes, who do you currently bank with? \_\_\_\_\_

**D4. Description of Previous Park Projects**

Tell us what your AC accomplished in the previous year. In the boxes below let us know what projects, events or fundraisers you completed in the last year.

Project Name	Project Summary (date, purpose, scope, duration, etc.)

**D5. Description of 2020 Park Projects**

Tell us what your goals for the upcoming year are. In the boxes below let us know what projects, events or fundraisers you have planned or would like to take place this year.

We will review your projects described below and discuss opportunities for CPF to aide in your fundraising and promotional efforts. Some extensive fundraising projects may require a different agreement.

Project Name	Project Summary (date, purpose, scope, duration, etc.)