



Fiscal Partners Account Application

Partner Information

Name of Applicant Organization: _____

Please note: applicant must be a **currently registered** Friends of the Park group.

Associated Park(s)/Garden(s)/Greenspace(s): _____

Does the organization have elected officers? (circle) YES* NO

*If YES, please provide the following information:

Length of officer terms: _____

Election schedule (month/year): _____

Current officer information:

Name	Title	E-mail Address	Phone #

Applicant Organization Contact Info

Contact Name: _____

Title/Position with Organization: _____

Mailing Address: _____

E-mail: _____

Please include the following with your application (limited to 1-2 pages):

- Brief description of activities or projects you may raise funds for;
- Brief description of potential fundraising activities (events, campaigns, solicitations, grant requests, etc.);
- Documentation of support (community groups, businesses, etc.).



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Contract for Administrative Services

This Contract for Services ("Contract") is made and entered into on _____ [insert today's date] by and between _____ [insert partner name] ("Partner") and Park Pride Atlanta, Inc. ("PP") a non-profit organization with its principle place of business at 233 Peachtree Street, Suite 1600, Atlanta, GA 30303.

WHEREAS, Partner is undertaking projects to improve _____ [insert GREENSPACE name(s)] as described in *Partner Information*, and

WHEREAS, Partner has requested that PP assist in the implementation of projects by processing all funds and disbursements, providing a regular accounting of project expenditures.

NOW THEREFORE, in consideration of these facts and the promises set forth herein, it is expressly agreed and understood as follows:

1. PP shall serve as trustee and shall assume fiduciary responsibility for all Partner funds.
2. PP shall establish a fund for the Partner to track income and expenses for projects.
3. Upon receipt of funds designated for the Partner, PP shall record them in computer records established specifically for such purposes.
4. PP shall send acknowledgment of tax-deductible contribution to all contributors.
5. Partner shall authorize an individual to serve as the Authorized Fiscal Partner Liaison ("Authorized Liaison") with the authority to represent Partner with regard to the Fiscal Partner Account (see Appendix A, *Authorization of Fiscal Partner Liaison*). Partner shall inform Park Pride of any changes to this information which may occur during the year.
6. Park Pride shall provide regular account statements to the Authorized Liaison.
7. Partner shall provide a Fiscal Partner Annual Update within 30 days of the end of each calendar year. If a report has not been received by March 31st of the following year, Park Pride shall terminate the Contract for Administrative Services. Upon termination of the contract, any funds remaining in the Partner Account shall be transferred to a Fiscal Partner Wish Fund to be used, at Park Pride's discretion, for park improvement projects.
8. Park Pride and Partner shall follow all procedures outlined in Appendix B, *Fiscal Partner Program Policies and Procedures*.
9. Park Pride shall be paid a service charge of five percent (5%) of the funds managed by PP. Donations made via credit card shall also be subject to service fees charged by the credit card processor. Current fees are detailed in Appendix C, *Credit Card Processing Fees*.

10. Park Pride shall disburse funds for approved expenditures from the Partner Account as per instructions of the Authorized Liaison.
11. This Contract shall be construed pursuant to the laws of the State of Georgia.
12. The duties and obligations that the parties have agreed to perform under the terms of this Contract shall not be assignable or delegable to any other person or entity without the express written consent of the other party.
13. PP and Partner represent to one another that they have not voluntarily or otherwise previously assigned or transferred, or purported to assign or transfer to any other person or entity any of the rights or duties that are the subject of this Contract.
14. Should either PP or Partner file a complaint in court to enforce this Contract, the prevailing party in such proceeding or action shall be entitled to recover reasonable attorneys' fees and expenses of litigation.
15. This contract represents the entire Contract and agreement between PP and Partner as to the Project, and supersedes any previous agreement between PP and Partner.
16. An authorized officer of each party shall execute this Contract, and the signatories represent and warrant that they are authorized to execute this Contract and legally to bind the parties they represent to the provisions of this Contract.
17. The parties acknowledge that they have consulted with a counsel of their own choosing and that their respective representatives have read this contract and understand its tenor, legal effect, and the obligations arising hereunder.
18. The parties agree that this Contract shall not be subject to any rule of construction against the drafter.
19. If any term or provision of this contract or the application thereof to any person or circumstance shall for any reason and to any extent be held to be invalid or unenforceable, then such term or provision shall be ignored, and to the maximum extent possible, this Contract shall continue in full force and effect but without giving effect to such invalid term or provision.
20. This Contract may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Contract.

IN WITNESS WHEREOF, the parties hereto have signed this instrument as of _____ [insert today's date].

Partner name

Signature

Printed Name and Title of Authorized Representative

Park Pride

Signature

Allison Barnett, Associate Director



Fiscal Partners Account Application

Appendix A: Authorization of Fiscal Partner Liaison

As of _____ **[insert today's date]**, _____, **[insert partner name]** has authorized the individual(s) named below as the designated Fiscal Partner Liaison/s (with authority to approve expenditures) for the Fiscal Partner Account designated for _____ **[insert partner name]**.

Signature of Fiscal Partner Authorized Representative

Date

Printed Name and Title of Fiscal Partner Authorized Representative

Designated Project Liaison Info

Printed Name of Fiscal Partner Liaison

Phone (circle) HOME WORK CELL

Mailing Address

E-Mail Address

Signature of Fiscal Partner Liaison

Date

Position with Organization:

- Chair
- Treasurer
- Other (please specify) _____

Optional - Additional Fiscal Partner Liaison Info

If desired, Partner may designate an additional Fiscal Partner Liaison with equal authority to approve expenditures. No more than two individuals may be authorized as Liaisons at one time.

Printed Name of Additional Liaison

Phone (circle) HOME WORK CELL

Mailing Address

E-Mail Address

Signature of Additional Project Liaison

Date

Position with Organization:

- Chair
- Treasurer
- Other (please specify) _____



Fiscal Partners Account Application

Appendix B: Fiscal Partner Program Policies & Procedures

Park Pride has developed the following policies procedures to ensure the efficient and effective operation and continued success of the Fiscal Partner Program. In order to participate in Park Pride's Fiscal Partners Program, partners are required to adhere to the following policies and procedures:

Use of Park Pride Name & Materials

Partner must obtain approval to use Park Pride's name and/or logo on all grant proposals, publicity, signage, and outreach materials.

Funding Requests/Grant Applications

Because we work with numerous partner groups, it is critically important that requests to funders are coordinated. In addition to the potential of simultaneous requests from multiple Fiscal Partners to the same prospect, it is important to know of prior requests and recent gifts. Partner must submit a list of prospects to Park Pride for review prior to initiating a request or developing proposals/applications. **Important note:** *Partners should not begin the process of developing proposals or request materials until Park Pride has approved the prospect.* Park Pride will review the list of prospects to ensure that there are no conflicting requests or awards and will notify the Partner if there are any issues and if not, that they may proceed with preparing requests/proposals. A draft of each request, including all attachments, must be provided to Park Pride for review and approval. Park Pride will review within 48 hours, but it is recommended that materials be submitted one week in advance to allow for revisions.

Contributions/Deposits

- ❑ Contributions by check or cash
The Authorized Liaison shall collect contributions and deliver to Park Pride (by mail, shipping service, or in person) on a regular basis (at least monthly). Please inform donors to make checks payable to Park Pride and include the Partner's name as the memo. **Do not mail cash.**
- ❑ Contributions by credit card
Partners will be given a URL for a donation form where the Partner will be listed. Donors then choose the Partner's name from a dropdown list when making a donation. This link can be included on the Partner's marketing materials and website.

Expenditures/Payment Processing

Expenses eligible to be paid with Fiscal Partner Account funds:

To be eligible, expenses must be directly related to the project/s described Appendix B of the Fiscal Partner Contract. All requests will be reviewed by Park Pride to ensure that expenditures are for approved (project related) expenses. **Please note:** Purchases of equipment and/or materials to be installed in parks and professional services (such as surveying, engineering or construction) in parks must be approved *in advance* by the park owner (City of Atlanta or DeKalb County).

Required approvals:

All expenditures from Fiscal Partner Account must be authorized by the Project Liaison. Construction and other site work in parks must be inspected and approved by the park owner (City of Atlanta or DeKalb County) prior to payment of invoices.

How to request expenditures:

- ❑ Expense reimbursements
Fiscal Partner Liaison must submit completed and signed Fiscal Partner Payment Authorization Form with supporting documentation/receipts.

❑ Direct payment to vendors

Fiscal Partner Liaison must submit completed and signed Fiscal Partner Payment Authorization Form along with an invoice and a completed W-9 form from vendor (which Park Pride will keep on file; only one W-9 is needed for each vendor).

Processing time for payments:

Payments for approved expenses will be processed weekly. Requests received and approved by close of business Friday will be mailed (or ready for pick-up) the following Tuesday. **Exception:** *requests requiring City or County inspection and approval may require an additional week for processing.*

Account Statements

- ❑ Monthly account statements will be distributed via e-mail to Authorized Liaisons for months when there is Account activity.
- ❑ Interim updates will be provided upon request (within two business days).

Annual Update

All Fiscal Partners are required to submit a report at year-end to include:

- ❑ List of current Partner Organization officers
- ❑ Updates to contact information
- ❑ Updates to current projects or goals and/or description of new projects or goals

Fundraising Events, Sales

Partner must obtain Park Pride's prior approval for all fundraising events and sales. Forms and/or donor receipts will be provided to assist with the following procedures (if desired).

❑ Live/Silent Auctions

○ *For donations of goods/services*

- List each donated item on **Auction Donations Tracking Form** along with the donor information and stated value.
- Include stated value in item description on Auction materials.
- Provide **In-Kind Donation Receipt** to auction item donors (using form provided by Park Pride).

○ *For auction proceeds*

- List amount paid and purchaser name for each item sold on the **Auction Donations Tracking Form**.
- Provide to purchaser a **Cash or Check Tax Receipt** for amount which exceeds the fair market value (FMV) of the item.
- Provide to Park Pride a record of all receipts issued.

❑ Ticket/Merchandise Sales (Carnivals, Dinners, Movies, Calendars, etc.)

- Partner must notify Park Pride of the event/sale as well as the ticket/sales price and FMV of goods/services provided.
- Provide to purchaser a **Cash or Check Tax Receipt** for amount which exceeds the FMV of goods/services purchased.

❑ Raffles

- Raffles are not permitted.

Contact Info

Contributions, payment requests, and other correspondence should be addressed to Ellen Bruenderman:

E-mail: ellen@parkpride.org

Tel: (404) 546-7981

Fax: (404) 739-9176

Mail: Park Pride, Attn: Ellen Bruenderman, 233 Peachtree Street, Suite 1600, Atlanta, GA 30303



Fiscal Partners Account Application

Appendix C: Credit Card Processing Fees*

Contributions via PayPal.com, PayPal Invoice or to your Park Pride PayPal email address	2.2% + .30 per transaction
Contributions using <i>PayPal Here</i> device- <i>Swipe</i>	2.7% per transaction
Contributions using <i>PayPal Here</i> device- <i>Manually Entered</i>	3.5% +.15 per transaction
Contributions using Park Pride's website	\$2.25 per transaction + 2.598%

*subject to change