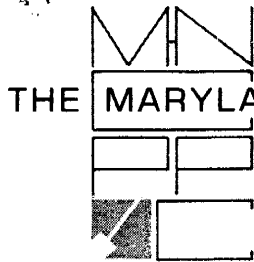


MONTGOMERY PARKS FOUNDATION

Current Friends Groups and Affiliates

February 2004

Friends of the Agricultural History Farm Park, Derwood
Friends of Black Hill Nature Programs, Boyds
Friends of Brookside Gardens, Wheaton
Friends of Forest Glen/Dallas Avenue Playground,
Silver Spring
Friends of Glen Mar Park Playground, Bethesda
Friends of the Goshen Elm, Gaithersburg
Friends of Hillmead Park, Bethesda
Friends of Railroad Park, Kenwood
Friends of Locust Grove Nature Center, Rockville
Friends of the King Barn Dairy Mooseum, Germantown
Friends of Oakley Cabin and the Underground Railroad
Brookeville
Friends of Olney Skate Park, Olney
Friends of Recreation (FOR), County-wide
Friends of Rickman Horse Farm Park, Beallsville
Friends of Westmoreland Hills Park, Bethesda
Friends of Woodacres Park, Bethesda
Friends of Woodstock Equestrian Park, Beallsville
Montgomery County Dog Owners Group (County-wide)
John Mathias Memorial Fund, Germantown
Montgomery County Road Runners Club (County-wide)



THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION
8787 Georgia Avenue • Silver Spring, Maryland 20910-3760

OFFICE OF
THE GENERAL COUNSEL

(301) 495-4646
FAX (301) 495-2173

June 5, 2001

RECEIVED

JUN 06 2001

DIRECTOR OF PARKS

MEMORANDUM

TO: Donald K. Cochran, Director of Parks

FROM: Michele Rosenfeld, Associate General Counsel *MR*

RE: Parks Foundation Agreement

Attached is a copy of the final executed agreement between the Commission and the Montgomery County Parks Foundation for conducting the feasibility study for the Legacy program. I will maintain the original agreement in our files.

If you have any questions, please call.

cc w/attachment:

Arthur Holmes, Jr., Vice-Chairman

Brenda Sandberg, Legacy Open Space Program Manager

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mmr:df

OPEN AGREEMENT BETWEEN THE MARYLAND-NATIONAL CAPITAL
PARK AND PLANNING COMMISSION AND
THE MONTGOMERY COUNTY PARKS FOUNDATION, INC.

THIS AGREEMENT, made this 1 day of February, 2001, by and between THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION, a public body corporate of the State of Maryland (hereinafter "Commission") and THE MONTGOMERY COUNTY PARKS FOUNDATION, INC. (hereinafter "Foundation") provides that:

WHEREAS, the Foundation is recognized a 501(c)(3) non-profit corporation pursuant to the Internal Revenue Code; and

WHEREAS the Foundation's corporate purpose (among others) is to: "to preserve, promote and advance the acquisition, protection, use and development of park land located in Montgomery County, Maryland and owned and/or operated by The Maryland-National Capital Park and Planning Commission, a public body corporate (hereinafter sometimes referred to as "M-NCPPC" or the "Commission"), pursuant to applicable Park Master Plans and/or other Park Planning documents adopted by the Commission, in order to more adequately serve and provide facilities for the citizens and residents of Montgomery County, Maryland and to thereby lessen the burdens of government; and

WHEREAS the Foundation thus has a specific corporate charter that allows it to serve the needs of the Commission for certain services in a timely and cost-efficient manner; and

WHEREAS from time-to-time the Commission may call upon the Foundation to help promote, aid with funding, determine the viability, or otherwise assist the Commission in preserving, promoting and advancing the acquisition, protection, use and development of parkland;

NOW, THEREFORE, WITNESSETH, that in consideration of the mutual promises, covenants and agreements herein contained, and other good and valuable consideration, it is hereby agreed by and between the parties as follows:

1. The term of this Agreement shall begin on Feb. 1, 2001 and renew annually until terminated as provided for herein.
2. The Foundation will commission a capital campaign feasibility study to determine the extent of private sector support for the Legacy Open Space Program, and report the results of that study to the Planning Board no later than January 31, 2001. The Foundation shall also perform other services as needed, outlined in Attachment One.
3. The Commission shall pay to the Foundation One-Hundred Thousand Dollars (\$100,000) in quarterly installments beginning in March 2001. To receive payment the Foundation shall submit an invoice to the Commission for services rendered within 30 days of the close of any quarter during which it has performed services. The Foundation shall submit quarterly progress reports detailing services rendered in conjunction with Attachment One. Quarterly

payments to the Foundation will not be processed until these reports are received.

4. From time-to-time the Commission may request of the Foundation additional services under this Agreement, which the Foundation may elect to assume with a written consent. Such request and acceptance may serve to amend the scope of this Agreement provided the Commission's request, and the Foundation's agreement, specifically provide that they are such an amendment. Amendments may merit an increase in compensation, to be negotiated at the time of any such amendment.
5. The Commission may terminate this Agreement for convenience upon 30 days notice to Foundation, at any time. The Foundation shall be compensated for any work performed through the date of notice of termination.
6. The Foundation shall comply with all applicable laws pertaining to wages, Workmen's Compensation, equal opportunity employment, service contract, etc., and shall comply with laws applicable to the Commission and the subject matter, and performance thereunder, of this Agreement.
7. The Foundation will not discriminate against any employee or applicant for employment because of age, sex, race, creed, color, national origin or disability. In the event the Foundation is determined by the final order of an appropriate agency or court to be in violation of the non-discrimination provisions of Federal, State, or local law, the Agreement may be canceled, terminated or suspended, in whole or in part, by the Commission, and the Foundation may be declared ineligible for further Commission contracts.
8. The Foundation will indemnify and save harmless the Commission from and against all actions, liability, claims, suits, damages, costs or expenses of any kind which may be brought or made against the Commission of which the Commission must pay and incur by reason of or in any manner resulting from injury, loss or damage to persons or property resulting from Foundation's negligent performance of or failure to perform any of said Foundation's obligations under the terms of this Agreement.
9. The Foundation will furnish a Certificate of Insurance verifying the existence of any insurance coverage required by the Commission's Risk Management Office. The Certificate will name the Commission as an additional insured and will provide for thirty (30) days advance notice in the event of termination or cancellation of coverage.
10. Neither the Commission nor the Foundation shall assign or transfer any interest in, or duty or obligation under this Agreement without the prior written consent of all parties hereto.
11. This instrument contains all the Agreement and conditions made by and between the parties hereto and may only be modified by written agreement signed by the parties hereto.

12. The invalidity or illegality of any provision of this Agreement shall not affect the remainder or any other provision of this Agreement, and that this Agreement shall be construed, interpreted and enforced according to the laws of the State of Maryland.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be properly executed the day and year first written above.

THE MONTGOMERY COUNTY PARKS
FOUNDATION, INC.

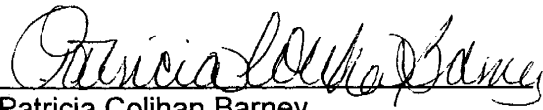
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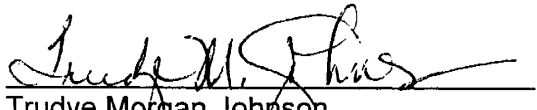


Ken Nicholls, Executive Director

ATTEST:

THE MARYLAND-NATIONAL CAPITAL
PARK AND PLANNING COMMISSION

ifl 
Patricia Colihan Barney
Secretary-Treasurer

By: 
Trudye Morgan Johnson
Executive Director

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Montgomery Parks Foundation
LEGACY FUND CAMPAIGN
Product Delivery

The Montgomery Parks Foundation (Montgomery County Parks Foundation, Inc.), in cooperation with Legacy program staff in the M-NCPPC Department of Park & Planning, provide the following services:

- 1) At its own cost, hire a fundraising consultant to carry out a 3-4 month campaign feasibility study that will define the leadership, fundraising goal, and budget/staff resource requirements for the Legacy Fund Campaign (to be completed by January 31, 2001)
- 2) Develop a PowerPoint "road show" on Montgomery County's parks and Legacy, for delivery in March 2001
- 3) Develop a seminar for community business leaders to encourage corporate participation and awareness
- 4) Develop a seminar for financial advisors that will encourage bank trust departments, independent financial consultants and private trusts to consider the Legacy Program
- 5) Develop a program of recognition for businesses and citizens that contribute to the Legacy Fund campaign
- 6) Prepare a sponsorship proposal to attract business and special interest sponsors to fund Legacy Fund campaign celebrations and special events (cause-marketing initiatives)
- 7) Develop a "Park Legacy Information Kit" to encourage private sector support, including information on tax benefits of property donations, liabilities of land or easement donations, etc.
- 8) Develop a Legacy logo link to the parks system
- 9) Develop a media plan for promoting the Legacy program
- 10) Develop a Legacy Club for corporate members

Page two

- 11) Develop a Legacy "Wish List" brochure and other marketing materials
- 12) Design and develop a newsletter which will include information relating to private donations to LOS, and initiate direct mailings
- 13) Develop opportunities for public/private partnerships to enhance the park system