

**JOINT OPERATIONS, MAINTENANCE AND PROGRAMMING AGREEMENT FOR
EMANCIPATION PARK**

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

THIS AGREEMENT is made and entered into by and between the **CITY OF HOUSTON** (the "City"), a municipal corporation and home-rule city of the State of Texas, principally situated in Harris County, and the **EMANCIPATION PARK CONSERVANCY** (the "Conservancy"), a Texas non-profit corporation. The Conservancy and the City are sometimes referred to in this Agreement collectively as "Parties" and individually as "Party."

WITNESSETH:

WHEREAS, the City owns Emancipation Park ("Park"), a publicly dedicated park generally located at 3018 Dowling Street, Houston, Texas 77004; and

WHEREAS, the City and the Conservancy seek to share, as provided for herein, joint responsibilities for maintenance, operation and programming of core services and supplemental enrichment activities in the Park, subject to modification or reallocation of those responsibilities from time to time; NOW, THEREFORE,

AGREEMENT:

FOR AND IN CONSIDERATION OF the mutual covenants, agreements, and benefits to the Parties, it is hereby agreed as follows:

**ARTICLE I.
PERMISSION, USE AND TERM**

1.01 **City Permission.** The City hereby authorizes the Conservancy, its officials, employees, agents, representatives, and contractors to perform certain activities and assume certain responsibilities with respect to the Park, as more specifically provided for herein. Notwithstanding anything contained herein to the contrary, in the performance of its responsibilities under this Agreement, the Conservancy shall operate park or recreational facilities in the Park appropriate for the use and enjoyment of residents of the City of Houston, and invited visitors, and the Conservancy may not use the Park, or a portion thereof, for any other purpose.

1.02 **Term.** The term ("Term") of this Agreement is a period of thirty (30) years commencing on the Effective Date, as hereinafter defined, of this Agreement.

1.03 **No Interest in Land.** It is expressly understood that the City is not granting the Conservancy a lease, franchise, easement, or other interest in the land comprising the Park notwithstanding any contrary inference contained herein or elsewhere.

**ARTICLE II.
CONTROL, USE AND FUNDING**

2.01 Management, Operation, Control and Programming of the Park; Office Space.

(a) During the Term of this Agreement, the City will manage, maintain, operate, control, and supervise the Park and will operate the core service enrichment programs provided in the Park, including the after school enrichment program and the summer enrichment program, except that the Conservancy may from time to time assume certain responsibilities with respect to management, operation, control and supervision of the Park subject to written approval of the Director of the Parks and Recreation Department for the City ("Director"), as described in Subsection (b)(5) of this Section. In the event that the Conservancy assumes maintenance responsibilities for the Park pursuant to this Section, the Conservancy will maintain the Park during the Term of this Agreement in a safe condition in compliance with the Americans with Disabilities Act; the Texas Architectural Barriers Act, Chapter 469 of the Texas Government Code; the Texas Accessibility Standards; and other relevant state and federal statutes and regulations.

(b) During the Term of this Agreement, the Conservancy will be responsible for the following activities with respect to the Park:

- (1) Supporting the Emancipation Park Capital Campaign in fundraising endeavors to complete all phases of the redevelopment of the Park;
- (2) Fundraising to support Park programs, services and activities;
- (3) Fundraising to support Park maintenance and operations;
- (4) Managing concessions in the Park, as described in Section 2.02(b); and
- (5) Such other activities and responsibilities as may be otherwise agreed to in writing by the Conservancy and the Director, from time to time, including:
 - Managing community organizations and other entities interested in providing programs, services and activities at the Park;
 - Managing and coordinating civic, cultural and special events in the Park;
 - Recruiting and coordinating volunteers;
 - Operating the community center;
 - Managing facility rentals within the Park;
 - Programming of Park activities, including establishing programming/event criteria, program management, contracting with event sponsors, coordinating any permits that may be required by the City or other governmental entities with respect to Park activities or other events occurring in the Park and assuming responsibility for compliance with the terms and conditions of such permits, and on-site event management;

- Programming supplemental enrichment programs and special activities in the Park other than the core service enrichment programs operated by the City; and
- The activities and responsibilities described in Article IV.

(c) The Conservancy may contract with any public or private entity to fulfill any or all of its obligations under this Agreement. The Director will have the right, but not the obligation, to review and approve any such contract prior to its execution by the Conservancy and the respective contractor and such approval will not be unreasonably withheld or delayed.

(d) In consideration of the benefits of the Conservancy's services provided to the City under this Agreement, from and after the Effective Date, the Conservancy will have the right to use office space at the Park for general office use and for purposes of performing the Conservancy's services under this Agreement, in an area designated by the Director. The Conservancy shall not make or allow to be made any alterations or physical additions (including fixtures) in or to the office space without first obtaining the written consent of the Director. The Conservancy shall not commit or allow any waste to be committed on any portion of the office space and shall deliver the office space to the City, broom clean and in as good condition as such premises existed at the date of the Conservancy's initial occupancy of the office space, ordinary wear and tear excepted. In the event that the City, acting through the Director, desires to move the Conservancy to a similar available space due to needs of the Park or health and safety reasons, the Conservancy agrees to relocate upon thirty (30) business days' written notice from the City (or such shorter notice as is reasonably necessary due to emergency conditions). The Director shall have the right to enter and inspect the office space at all reasonable times.

2.02 Use of Park; Fees.

(a) This Agreement shall be deemed to satisfy all license or permit requirements of the Parks and Recreation Department for any activity described or permitted herein. The Mayor's Office of Special Events and the Director may schedule use of the Park, or a portion thereof, provided such activities are scheduled in advance with the Conservancy and do not conflict with previously scheduled programming or events. The Conservancy may not deny any person use of the Park because of race, creed, national origin, religion, color, or sex.

(b) The Conservancy will be responsible for (i) authorizing and contracting with all food and/or beverage concessionaires operating in the Park; and (ii) meeting all current requirements of the City's Health Department related thereto. The Director will have the right, but not the obligation, to review and approve any such contract prior to its execution by the Conservancy and the respective concessionaire and such approval will not be unreasonably withheld or delayed. All permit or related fees that the Parks and Recreation Department might typically charge concessionaires for operations and activities in parks are hereby waived for any concessionaires with which the Conservancy enters into concession contracts and from which the Conservancy is collecting fees and charges. In addition, the Conservancy shall be exempt from the requirement of obtaining a permit for operations under Article IX, Chapter 32 of the Code of Ordinances (the "Park Food Vendors Ordinance"), but the Conservancy shall comply with all other requirements of the Park Food Vendors Ordinance, including but not limited to the

conditions applicable to permits and enforcement provisions set out therein. The City shall not allow or permit any sales of food, beverages or merchandise at the Park other than by the Conservancy and its concessionaires.

(c) The fees for the use of spaces within the community center and the recreation center at the Park ("Community Center and Recreation Center Usage Fees") are established in the fee schedule set forth in Exhibit "A" attached hereto (the "Community Center and Recreation Center Fee Schedule"). The fees for the use of spaces within the Park facilities (including but not limited to the sports fields and picnic areas) not specifically set forth in the Community Center and Recreation Center Fee Schedule are established in the City Fee Schedule approved by City Council pursuant to Section 32-69 of the Code of Ordinances ("Park User Fees"). The maximum amounts of the Community Center and Recreation Center Usage Fees and the Park User Fees may, upon approval of the Director, be increased at a rate not to exceed the increase over the previous calendar year of the then-current Consumer Price Index for All Urban Consumers Houston-Galveston-Brazoria, on January 1 of each calendar year. In the event that the Conservancy assumes responsibility for managing facility rentals within the Park pursuant to Section 2.01(b)(5), the Conservancy may charge and collect Community Center and Recreation Center Usage Fees and Park User Fees for those facility rentals in such amounts as it may determine, not to exceed the maximum amounts approved by City Council. The Conservancy may retain all fees that it collects under this subsection, and shall use such funds in accordance with the Terms of this Agreement to fund Conservancy's duties and responsibilities with respect to the Park.

2.03 Conservancy Funding. During the Term of this Agreement, the Conservancy is responsible for and shall pay or provide for any and all costs and expenses incurred by the Conservancy in conjunction with its responsibilities for the Park pursuant to Section 2.01(b), including, to the extent applicable, costs and expenses incurred by the Conservancy with respect to maintenance, operation, and construction of improvements to the Park, save and except those costs and expenses of the Park to be borne by the City as set out in Section 2.04 below. The Parties acknowledge that the Conservancy (i) does not have any funds appropriated for the performance of this Agreement, (ii) contemplates performing its obligations under this Agreement out of its current budget, and (iii) is not obligated to appropriate funds now, or in the future, for any construction, operations, or maintenance of the Park. The Conservancy is not responsible for any costs for Park security, but in its sole discretion, may provide for the costs of supplemental public or private security services.

2.04 City Funding. The City shall, to the extent of available funds, (i) pay the costs of all water and sanitary sewer services required and used within the Park by the City, (ii) pay the costs of all electricity used within the Park by the City, and (iii) maintain works of art accepted by the Director and located within the Park. Otherwise the City may, but shall not be obligated to, contribute funds and/or materials, personnel, and supplies to the Conservancy for the operation and maintenance of all or any portion of the Park from time to time during the Term of this Agreement. The Parks and Recreation Department shall not be responsible for providing private security for the Park, and the Houston Police Department will provide security in the Park as it deems appropriate. The City shall not be responsible for the costs associated with the operation

and maintenance of food and/or beverage concessionaires operating in the Park by the Conservancy.

2.05 **Naming Rights.** In accordance with Section 3(a)(11) of the City's Policy for Naming of Park Property (the "Policy"), and as contemplated in Exhibit "B" attached hereto, the Conservancy hereby requests an exemption from the Policy, and the Director hereby grants the request. The Conservancy shall have the right to name areas, features, and improvements within the Park that have been funded by the Conservancy pursuant to Article IV, and (i) such names for donors of gifts of \$10,000 or more shall survive expiration of the Agreement; (ii) such names shall not become effective until the applicable construction phase begins; (iii) the Conservancy shall not rename areas, features, or improvements that were previously named by the City except with the prior approval of the City; and (iv) the Conservancy shall not change the name of the Park. In undertaking naming actions, the Conservancy will follow the criteria set forth in Section 3 of the Policy, as applicable.

ARTICLE III. DEFAULT AND TERMINATION

3.01 **Default.** If, at any time during the term of this Agreement, the Conservancy (i) fails to perform the duties and responsibilities delegated to the Conservancy pursuant to Article 2.01(b) for a period of ninety (90) continuous days, or (ii) defaults under any other provision of this Agreement, the City will provide the Conservancy written notice of such default, specifying in detail the nature of the default. The Conservancy will have sixty (60) days after receipt of the written notice to commence cure of the default. In the event the Conservancy fails to commence cure of the default within the sixty (60) day period, or to thereafter reasonably prosecute the cure to completion, the sole and exclusive remedy of City is to terminate this Agreement. The Conservancy may, but is not obligated to, plan, design, or construct improvements to the Park, subject to the approval of the Director; the failure to plan, design, or construct improvements shall not be an event of default.

3.02 **Termination.** This Agreement may be terminated (i) by 365 days prior written notice of termination by the Conservancy to the City, (ii) upon mutual agreement of the Parties, or (iii) upon ten (10) days prior written notice by City to the Conservancy upon an uncured event of default under Section 3.01.

ARTICLE IV. DESIGN AND CONSTRUCTION OF FUTURE IMPROVEMENTS

4.01 **Conservancy-Funded Improvements.** The Parties acknowledge that construction of additional capital improvements to the Park may be desired from time to time. The Conservancy shall have the right, but not the obligation, to develop, design and construct capital improvements in the Park, subject to the written approval of the Director. For any capital improvements developed, designed and constructed by the Conservancy pursuant to this

Section (each, a "Conservancy Improvement"), the Conservancy shall submit copies of the plans to the Director (or the Director's designated representative) at intervals of 30%, 60% and 90% completion for the Director's review and approval solely to confirm that the Conservancy Improvement, as so planned, conforms to the design approved by the Director. The Director will have the right to review all development, design or construction contracts (each, a "Conservancy Contract") for the Conservancy Improvement and to review and approve within ten (10) business days each change order for the Conservancy Improvement prior to its execution by the Conservancy and the respective contractor and such approval(s) will not be unreasonably withheld or delayed. The Conservancy will construct all Conservancy Improvements in compliance with standards required pursuant to the Americans with Disabilities Act; the Texas Architectural Barriers Act, Chapter 469 of the Texas Government Code; the Texas Accessibility Standards; and other relevant state and federal statutes and regulations. The Conservancy will bear the full cost of construction, including design, architectural and engineering fees, and other professional fees, related to Conservancy Improvements. The Conservancy will be solely responsible, and the City shall never be responsible, for providing for the management of each Conservancy Contract and the payment to each contractor. The Conservancy will be responsible for all costs for the design and construction of Conservancy Improvements. The City shall be a third party beneficiary to the construction contracts between the Conservancy and contractors working on Conservancy Improvements. The Director will have the right, but not the obligation, to review all work in progress as well as to inspect a Conservancy Improvement following completion of the Conservancy Improvement. Conservancy Improvements upon completion will become the property of the City and the Director shall notify the Conservancy within thirty (30) days of acceptance of a Conservancy Improvement. In the event that the Director identifies material variations from the plans for the Conservancy Improvement, or damages to other portions of the Park, the Conservancy agrees to cause the appropriate contractor or have the Conservancy's own personnel and equipment to make any necessary adjustments or repair any such damage or material variation. The Conservancy further agrees that it will require each contractor to provide performance and payment bonds for the construction of Conservancy Improvements.

4.02 Permits for Work. The Conservancy, its contractors and subcontractors, will be responsible for all permits required for Conservancy Improvements and all consents required to be obtained from any applicable governmental agency. The City, as owner of the land comprising the Park, agrees to cooperate fully in the Conservancy's applications for such permits and consents.

4.03 Ownership of Conservancy Improvements. Upon written acceptance of a Conservancy Improvement by the Director upon completion of the Conservancy Improvement, or in the event this Agreement is terminated as provided herein, any and all Conservancy Improvements will become the property of the City, at no cost or expense to the City.

**ARTICLE V.
NOTICES**

All notices and communications under this Agreement will be sent by certified mail, return receipt requested, addressed as follows:

If to the City, to the following address:

Director
Parks and Recreation Department
City of Houston
2999 South Wayside
Houston, Texas 77023

If to the Conservancy, to the following address:

Board Chair
Emancipation Park Conservancy
5445 Almeda Road, Suite 545
Houston, Texas 77004

**ARTICLE VI.
RELEASE, INDEMNIFICATION AND INSURANCE**

6.01 Release. TO THE EXTENT PERMITTED BY THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, THE CONSERVANCY, ITS PREDECESSORS, SUCCESSORS, AND ASSIGNS HEREBY RELEASE, RELINQUISH, AND DISCHARGE CITY, ITS PREDECESSORS, SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, AND ITS FORMER, PRESENT, AND FUTURE AGENTS, EMPLOYEES, AND OFFICERS (COLLECTIVELY REFERRED TO IN THIS PARAGRAPH AS "CITY") FROM ANY LIABILITY TO THE CONSERVANCY AS A RESULT OF THE JOINT OR CONCURRENT NEGLIGENCE OF CITY AS A RESULT OF ANY INJURY, INCLUDING DEATH OR DAMAGE TO PERSONS OR PROPERTY, WHERE SUCH DAMAGE IS SUSTAINED IN CONNECTION WITH THE PARK OR RIGHTS OR DUTIES UNDER THIS AGREEMENT.

6.02 Indemnification. THE CONSERVANCY AGREES THAT IT WILL REQUIRE EACH CONTRACTOR PERFORMING ANY WORK THAT CONTRACTS DIRECTLY WITH THE CONSERVANCY (COLLECTIVELY, "CONTRACTOR") UTILIZED IN CONNECTION WITH THIS AGREEMENT TO PROTECT, DEFEND, INDEMNIFY, AND HOLD HARMLESS CITY, ITS EMPLOYEES, OFFICERS AND LEGAL REPRESENTATIVES (COLLECTIVELY IN THIS SECTION 6.02 AS "CITY") FROM ANY AND ALL THIRD PARTY CLAIMS, DEMANDS AND LIABILITY, INCLUDING DEFENSE COSTS RELATING IN ANY WAY TO DAMAGES, CLAIMS, OR FINES ARISING BY REASON OF OR IN CONNECTION WITH CONTRACTOR'S ACTUAL OR ALLEGED NEGLIGENCE OR OTHER ACTIONABLE PERFORMANCE OR OMISSION OF THE CONTRACTOR IN CONNECTION WITH OR DURING THE PERFORMANCE OF ITS DUTIES IN CONNECTION WITH THE PARK. THE

CONSERVANCY WILL REQUIRE EACH CONTRACTOR TO MAINTAIN THIS INDEMNITY DURING THE PERFORMANCE OF SUCH CONTRACTOR'S WORK AND UP TO THE DATE OF THE CONSERVANCY'S ACCEPTANCE OF SUCH WORK, OR OTHER LATER DATE AS MAY BE SPECIFIED BY THE CONSERVANCY OR THE CITY.

THE CONSERVANCY FURTHER AGREES TO REQUIRE CONTRACTOR TO PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS CITY FROM ALL CLAIMS, ALLEGATIONS, FINES, DEMANDS AND DAMAGES RELATING IN ANY WAY TO THE ACTUAL OR ALLEGED SOLE, JOINT, AND/OR CONCURRENT NEGLIGENCE OF CITY AND CONTRACTOR, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT.

6.03 Insurance. The Conservancy and its contractors hired to perform work under this Agreement shall provide the following insurance policies and shall name the City as "Additional Insured." All such insurance policies (1) shall be obtained from insurance companies with certificates of insurance to transact insurance business in the State of Texas or that are eligible non-admitted insurers in the State of Texas and have a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition of Best's Key Rating Guide, and (2) shall include not less than the following minimum coverage:

- (1) Commercial General Liability insurance including Contractual Liability insurance:
 - \$500,000 per occurrence; \$ 1,000,000 aggregate
- (2) Workers' Compensation including Broad Form All States endorsement:
 - Statutory amount
- (3) Automobile Liability insurance including owned and non-owned vehicles used for the Project:
 - \$ 1,000,000 combined single limit

Defense costs are excluded from the face amount of the policy. Aggregate limits are per 12-month policy period unless otherwise indicated.

All insurance policies must require on their face, or by endorsement, that the insurance carrier waives any rights of subrogation against the City, and that it shall give 30 days' written notice to the City before they may be canceled or non-renewed. Within the 30-day period, Conservancy shall provide other suitable policies in lieu of those about to be canceled or non-renewed so as to maintain in effect the required coverage. If the Conservancy does not comply with this requirement, the Director, at his or her sole discretion, may:

- (1) Immediately suspend the Conservancy from any further performance under this Agreement and begin procedures to terminate for default; or
- (2) Purchase the required insurance with City funds and deduct the cost of the premiums from amounts due to the Conservancy under this Agreement.

**ARTICLE VII.
MISCELLANEOUS**

7.01 **Information Sharing.** The Conservancy shall promptly provide City with a copy of all reports submitted by third party contractors through the Conservancy to the Texas Commission on Environmental Quality ("TCEQ") pertaining to the Park.

7.02 **Annual Reports.** No later than ninety (90) days after the end of the Conservancy's fiscal year, for each such fiscal year during the Term of this Agreement, the Conservancy shall deliver to the City (i) an annual year-end report for the Conservancy for the prior fiscal year, and (ii) the Conservancy's audited financials. The year-end report shall include (i) a separate schedule reflecting Conservancy's expenditures related to the performance of this Agreement for such fiscal year, and (ii) a separate schedule showing whether Conservancy had surplus funds available for such expenditures during the reporting period.

7.03 **IRS Filings.** Not later than November 1 of each calendar year during the Term of this Agreement, the Conservancy shall deliver to the City a copy of the Conservancy's annual return submitted to the IRS for the prior calendar year.

7.04 **No Partnership.** Nothing contained in this Agreement shall be deemed or construed by the Parties, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Conservancy and City, it being understood and agreed that neither any provisions contained in this Agreement, nor any acts of the Conservancy or City, shall be deemed to create any relationship between the Conservancy and City other than the contractual relationship established under this Agreement.

7.05 **Captions.** The captions used here are for convenience only and do not limit or amplify the provisions in this Agreement.

7.06 **Recitals.** The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are incorporated into this Agreement.

7.07 **Venue.** This Agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the Parties created hereunder are performable in Harris County, Texas, and that venue for any litigation arising out of or related to this Agreement shall lie solely in the court of appropriate jurisdiction located in Harris County, Texas.

7.08 **Assignment.** This Agreement shall not be assignable, in whole or in part, without first obtaining the written consent of the other Party.

7.09 **Severability.** The provisions of this Agreement are severable, and if any provision or part of this Agreement or the application thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons or circumstances shall not be affected.

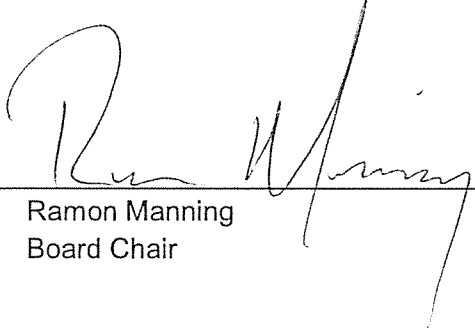
7.10 **Merger.** This Agreement embodies the entire understanding between the Parties with respect to the operation, maintenance, and improvement of the Park, and there are no prior effective representations, warranties, or agreements between the Parties with respect to the operation, maintenance, and improvement of the Park. This Agreement shall supersede and replace all previous agreements, if any, pertaining to the operation, maintenance, and improvement of the Park between the Parties.

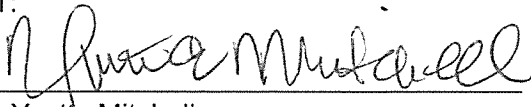
7.11 **Entire Agreement; Amendment.** This Agreement contains the entire agreement between the Parties, and no agreement shall be effective to change, modify, or terminate this Agreement, in whole or in part, unless such agreement is in writing and duly signed by the Party against whom enforcement of such change, modification, or termination is sought.

[EXECUTION PAGES FOLLOW]

IN WITNESS WHEREOF, this Agreement has been executed in multiple counterparts by the Parties to be effective upon the date ("Effective Date") of countersignature by the Controller of the City of Houston.

EMANCIPATION PARK CONSERVANCY, a
Texas non-profit corporation

By: 
Ramon Manning
Board Chair

ATTEST:
By: 
Yvette Mitchell
Secretary

ATTEST:

CITY OF HOUSTON, TEXAS

Anna Russell
City Secretary

Sylvester Turner
Mayor

APPROVED AND RECOMMENDED:

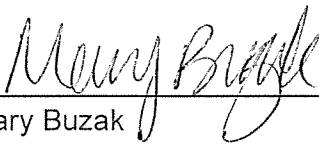
COUNTERSIGNED:

Joe Turner, Director
Parks and Recreation Department

Chris B. Brown
City Controller

Date: _____

APPROVED AS TO FORM:



Mary Buzak
Senior Assistant City Attorney
L.D. File No. 0491500043001

Exhibit "A"

**Community Center and Recreation Center Fee Schedule
Emancipation Park**

HOUSTON PARKS AND RECREATION DEPARTMENT
 EMANCIPATION PARK COMMUNITY CENTER and RECREATION CENTER
 PROPOSED FEE SCHEDULE
 4/4/2016

	PROPOSED FEES					
	NON-PROFIT EVENTS			COMMERCIAL EVENTS		
	Out by 7:00 PM First 3 Hours	Out after 7:00 PM First 3 Hours	Each Addtl'l Hour or Fraction	Out by 7:00 PM First 3 Hours	Out after 7:00 PM First 3 Hours	Each Addtl'l Hour or Fraction
COMMUNITY CENTER AREA/SPACE						
Large Meeting Room with Stage	\$200.00	\$220.00	\$30.00	\$380.00	\$400.00	\$55.00
Large Meeting Room without Stage	\$182.00	\$200.00	\$26.00	\$363.00	\$379.00	\$52.00
Stage for Outdoor Use Only	\$100.00	\$150.00	\$30.00	\$150.00	\$200.00	\$50.00
Medium Meeting Room	\$59.00	\$75.00	\$16.00	\$102.00	\$118.00	\$21.00
Small Meeting Rooms (2)	\$43.00	\$59.00	\$11.00	\$86.00	\$102.00	\$16.00
Pre-Function Area	\$43.00	\$59.00	\$11.00	\$86.00	\$102.00	\$16.00
Warming Kitchen (Servery)	\$26.00	\$26.00	N/A	\$26.00	\$25.93	N/A
Room Clean-Up/Set-Up	\$16.00	\$16.00	N/A	\$16.00	\$16.05	N/A
RECREATION CENTER AREA/SPACE						
Gymnasium - Regulation Size	\$150.00	\$175.00	\$75.00	\$225.00	\$263.00	\$113.00
Activity/Meeting Room	\$59.00	\$75.00	\$16.00	\$102.00	\$118.00	\$21.00
Outdoor Performance/Stage Area	\$200.00	\$300.00	\$60.00	\$300.00	\$400.00	\$100.00

A refundable damage deposit equal to the total rental fee is required to secure rentals.

Exhibit "B"

Policy for Naming of Park Property

CITY OF HOUSTON

PARKS AND RECREATION DEPARTMENT

Policy and Procedure Directive

TITLE POLICY FOR NAMING OF PARK PROPERTY	POLICY NUMBER 1010.4 Revised
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1. Summary: The purpose of this policy is to establish a uniform procedure for the naming or renaming of park property.

2. Scope: The Park Naming Committee of the Houston Parks and Recreation Department (HPARD) has the authority to review proposals from community organizations to name new parks, buildings and other facilities, or when appropriate, to review proposals from community organizations to change the names of existing parks, buildings and facilities within the Department's inventory. If there is a deed restriction or the given name is of special historical or geographical significance, the property may not be eligible for renaming. The Park Naming Committee will forward proposals meeting the criteria outlined below to Houston City Council and Mayor for approval. The Park Naming Committee is composed of the following members:

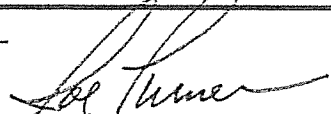
- The Council Member representing the District where the park is located
- Chair, Houston City Council Quality of Life Committee (or vice chair if same as above)
- A representative from the recognized Super Neighborhood Council where the park is located
- A representative from the Civic Association where the park is located
- Director, Houston Parks and Recreation Department
- Executive Director, Houston Parks Board, Inc.
- President, Houston Parks Board, Inc.

This policy does not apply to park properties or facilities of fair market value less than \$50,000. Those facilities of fair market value less than \$50,000 are named at the discretion of the HPARD Director.

3. General Criteria

The criteria set forth herein shall have no bearing on the present names of parks and recreation facilities.

- a. Park property may be named after streets, geographical locations, historical figures, events, concepts, or local, state or national leaders. Park property may also be named for an individual or group where major donations of land, funds or other exceptional contributions toward the development, maintenance and/or operation of a park or facility have been made by the nominated individual or group.

APPROVAL 	ISSUE DATE 06-15-2012	EFFECTIVE 06-15-2012	PAGE 1 OF 6
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- (1) Exceptional contributions include the following:
 - (a) The park site or facility is donated; or
 - (b) An amount of money equal to the fair market value of the land or facility is donated, or
 - (c) An amount of money that would provide for 50% or more of the cost to develop the park or facility is donated, or
 - (d) Total donations made over a period of time equal the percentage values required in (a), (b), and (c) above. Only one park site and one facility shall be named for any individual or group or;
 - (e) Direct, significant, and lifelong services for the betterment of the community and the park system, e.g.:
 - (i) Sustained, continuous public services over a period of 25 years or two-thirds of the person's life span.
 - (ii) Programs and projects must be described in very specific, quantifiable terms, e.g. dates, places, times, people, amounts, costs, etc.
 - (iii) Impact statements must show how services rendered directly impacted the lives of over 50,000 citizens, e.g. (a) protecting the environment, (b) learning marketable skills, (c) enhanced relationships, (d) decreasing gang violence, (e) building stronger schools, homes and churches, (f) a healthy start in life, (g) reducing crime, (h) providing a safe place with structured activities during after school and non-school hours, and (i) contributions to the arts.
 - (iv) Must have established a positive relationship and rapport with the community at large and HPARD.
 - (f) Consideration may be given to an individual or group who has brought national or international prominence and historical significance to the City as a result of a major accomplishment or achievement.
 - (g) Consideration will also be given to an individual or group who donated funds to operate and maintain the park or facility for a period of 20 years or more.

Parks and Recreation Department

- (2) A park, community center, or other park facility shall not be named after or in honor of any individual unless such individual has been deceased at least 18 months, or such naming is a condition of a gift or grant accepted by the City.
- (3) In the case of parks where only geographic, conceptual or other generic names exist or have been proposed, and when such names are not of special historical or geographical significance to the neighborhood, nominations may be made to name a park or park facility for a local or community leader:
 - (a) Who has been deceased at least 18 months (the application will not be considered by staff until the proposed honoree has been deceased for a period of six months); or
 - (b) Who has made exceptional contributions to the Houston park system and/or the community as defined in (1) (e).
- (4) Nominations may be made to name neighborhood, community or regional parks for an individual who is a known state or national leader:
 - (a) Who has been deceased at least 18 months (the application will not be considered by staff until the proposed honoree has been deceased for a period of six months) or,
 - (b) Who has made exceptional contributions to the Houston park system and/or community as defined in number (1) (e).
 - (c) The request represents a consensus of the neighborhood as addressed in section 4 of the Procedure for Naming or Renaming Park Property.
- (5) When park property is named for an individual, this action in no way gives the individual or family members naming rights over other features on the property. Features within the facility or on the property will remain eligible for naming without the consent of the individual or family members for which the property is currently named. This matter will be clearly outlined in the written agreement at the time of the naming.
- (6) Nominations will be accepted and considered only when received from community-based organizations which have been in existence a minimum of three years, e.g. advisory councils, neighborhood associations, youth service agencies, churches, etc. The nominating organization will be required to provide information about its history. A formal vote of the organization's executive board must be taken, and the honoree or family of the honoree must agree with the proposed recognition.

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- (7) Nominations will not be accepted from any individual person including elected officials. The only exception to this policy is when a significant financial contribution is made and the naming is a condition of the gift as outlined in number (1) (a) through (d).
- (8) The sponsoring group shall make a commitment to assist HPARD three to six months in advance of the official name change dedication ceremony, in the following manner:
 - (a) If contributing funds, the funds will cover all costs by HPARD to implement the name changing; e.g. fabrication and installation of signs or additional enhancements to the facility, or,
 - (b) If providing volunteer services, the services will be provided to demonstrate commitment to the park system, e.g. installation and maintenance of landscaping or on-going maintenance.
 - (c) There must be a written agreement outlining the terms of the name change as identified by HPARD. Staff will monitor the hours and specific improvements prior to the name change.
- (9) Requests will not be considered when submitted by an individual or a group for self-nomination. The only exception to this policy is when a significant financial contribution is made and the naming is a condition of the gift as outlined in number (1) (a) through (d).
- (10) The Department will not consider a naming or renaming request if any of the following conditions are present:
 - (a) Duplicates the name of another park or park feature;
 - (b) Endorses or advocates religion or a specific religious belief;
 - (c) Has obscene connotations; or
 - (d) Demeans, intimidates or maliciously portrays any racial and ethnic group;
 - (e) The individual for whom the park or park feature is proposed to be named has been found guilty of a felony crime.
- (11) Policy Exception: Special facilities managed by contracts or supported by other entities are exempt from this policy upon request, in writing, to the Director of the Houston Park and Recreation Department. Those facilities may establish specific guidelines for naming and renaming using this policy as their framework. The guidelines must be approved by the Park Naming Committee.

(12) When new park property is proposed, acquired or constructed, the property may be given a temporary, unofficial name until a formal petition is submitted by a community based group on the basis of the criteria and procedures outlined in this policy. The temporary name will be designated by HPARD for the purpose of administration and accounting.

4. Procedure for Naming or Renaming Park Property

- a. Citizens desiring to request a name change must contact the Director of the Houston Parks and Recreation Department in writing to notify their intent to request a name change and to request research on the history of the name of the property, e.g. historical data such as minutes documenting the official or initial naming, deed restrictions, historical designations, etc.
- b. If there are no restrictions on the park to prohibit a name change and the requestor determines that the proposed name change meets the criteria outlined in this policy, a written, community-based request shall be submitted to the Director, Houston Parks and Recreation Department, 2999 S. Wayside Dr., Houston, Texas 77023 or its then current address. The request should include the following information:
 - (1) State the reasons for the proposed name change;
 - (2) Show community support for the proposed name change;
 - (3) The number of signatures required as follows unless population density is less than the number stated. Signatures must include the name, age (must be 18 or older), address, zip code and telephone number of each signer as proof of residency.
 - (a) Neighborhood and pocket parks will require 300 signatures with zip codes within a 2-mile radius of the park;
 - (b) Community parks will require 600 signatures with zip codes;
 - (c) Regional, Metro and Linear parks will require 1,000 signatures with zip codes.
- c. The Director and/or designated staff will review the petition in accordance with the nomination criteria as set forth in this policy. If the petition does not meet the policy criteria, the matter will be referred back to the nominator stating the reason for the rejection.

- d. If the name change request meets the criteria as outlined in this document, the Director will arrange a meeting, teleconference or electronic mail notification with the Park Naming Committee to vote on the acceptance or rejection of the new name. A two-thirds affirmative vote of the full committee is required to proceed with approval of the naming.
 - e. If the Park Naming Committee approves the name change, **the nominator is responsible for the cost of producing and installing a sign (minimum size 4' x 8')** to solicit public comment from property owners and residents in the area. The sign(s) will remain in place for a minimum of 60 days or longer if HPARD deems it necessary. The sign will solicit comments, written and/or verbal, relative to the proposed name change through the posting of the HPARD mailing address and a phone number.
 - f. At the end of the 60-day period, staff will collect all information received from property owners and residents in the area. The Naming Committee will evaluate public comments received by HPARD and make a recommendation to the Director for or against the name change.
 - g. If the Park Naming Committee determines that public comments indicate property owners and residents in the area approve the name change, the Director of the Houston Parks and Recreation Department will request final approval from the Mayor and City Council via Request for Council Action (RCA). The RCA will include pertinent background information on the park or facility. HPARD staff will notify the requestor in writing of the final outcome of Council action.
5. **Maintenance Responsibility:** The Houston Parks and Recreation Department Director's Office is responsible for maintaining this policy.
6. **Policy Review Cycle:** This policy shall be reviewed not less than biennially.

This Department Policy supersedes Policy Number 1010.4, issued 11-01-2003 which shall be of no further force or effect.

