

1 AGREEMENT BETWEEN
2 VASHON PARK DISTRICT AND VASHON PARKS AND RECREATION FOUNDATION
3

4
5 THIS AGREEMENT is entered into by and between the Vashon Park District, Washington
6 (“District”) and the Vashon Parks and Recreation Foundation, a Washington nonprofit
7 corporation (“Foundation”), as of the date of execution below.
8

9 **RECITALS**

- 10
11 A. The District provides and maintains parks, open spaces and other recreation services and
12 facilities. With these services and facilities, the District offers enriching active and
13 passive recreation opportunities for the public, including both residents and non-residents
14 of Vashon and Maury Islands, all in accordance with applicable codes, ordinances,
15 resolutions and policies.
16
17 B. The Foundation is a Washington nonprofit corporation designated as tax exempt under
18 Section 501(c)(3) of the Internal Revenue Code (tax exempt number 82-1219701). The
19 Foundation is organized for the purpose of soliciting and receiving gifts, bequests, grants,
20 and devises of property for the use and benefit of entities providing recreational services
21 and opportunities for the public, including the District, as consistent with the
22 Foundation’s Articles of Incorporation and Bylaws.
23
24 C. At the onset of the creation of the Foundation, both the District and the Foundation
25 recognized the importance of outlining the mutual responsibilities and understandings of
26 each party as they strive in concert to provide high quality parks, open spaces,
27 recreational opportunities and services for the community of Vashon and Maury Islands.
28

29 **AGREEMENT**

30 In consideration of the mutual terms and conditions stated below, the District and the Foundation
31 agree as follows:
32

33 **1. Foundation’s Responsibilities.**

34
35 **1.1 Support.** The Foundation will endeavor to assist the District in fulfilling the District’s
36 responsibilities to provide high quality parks and recreation resources by providing funds
37 for the acquisition, capital improvement, maintenance, support and expansion of various
38 parks and recreation properties, programs and/or services offered by the District.
39

40 **1.2 Fundraising.** The Foundation will endeavor to conduct periodic fundraising, both
41 general and project specific, for the purpose of obtaining charitable donations of funds,
42 services or property, to be used in supporting parks and recreation on Vashon, including
43 in the provision of the District’s programs and/or services and in accordance with the
44 District’s purposes and goals outlined in its Master and Strategic Plans. The funds,
45 services or property so raised may be used directly by the Foundation for these purposes
46 or may be transferred to the District for use, as the Foundation may determine from time

47 to time, but in any event all funds, services or property so solicited and received shall be
48 initially received by and accepted in the name of the Foundation. The name of the District
49 shall not be used for the purpose of such solicitations and no prospective donor shall be
50 advised that any such donation is being made to the District. Notwithstanding anything to
51 the contrary contained in this Agreement, the Foundation shall be entitled to use the
52 Foundation's name for the purpose of such solicitations and to advise prospective donors
53 that such a donation is being made to the Foundation.
54

55 **1.3 Conduit.** When the District and the Foundation mutually determine in writing that it is
56 necessary and appropriate, the Foundation shall act as a conduit on behalf of the District,
57 with the approval of both parties, for contracting with other governmental agencies,
58 obtaining grants, or taking other actions in which it is necessary that an organization with
59 section 501(c)(3) designation status act as the contractor, grantee, or otherwise. Any grant
60 submitted by the foundation under the authority of this subparagraph shall be in the name
61 of the Foundation.
62

63
64 **1.4 Donor Information.** The Foundation shall be under no obligation to provide donor
65 information, including contact information, to the District or any other third party and
66 such information shall be kept confidential by the Foundation as requested by donors or
67 as deemed appropriate under the circumstance by the Foundation.
68

69 **2. District's Responsibilities.**

70
71 **2.1 Meeting Space.** The District will endeavor to provide the Foundation space for meetings
72 of the foundation Board of Directors under the same conditions as other applicants for use of
73 such space. If space is not available, other meeting spaces will be organized by board
74 members.
75

76 **2.2 Promotion.** The District shall endeavor to make District facilities available to promote
77 and/or advertise Foundation events, meetings, and/or products, as determined appropriate by
78 the District. Promotion or advertising under this subparagraph may include but are not
79 limited to providing a link to the Foundation's website or in District newsletters, brochure,
80 and electronic social media sites or posting advertisements at the District's facilities.
81

82 **2.3 Proposals.** The District shall, on an as needed basis, provide proposals for funding that
83 meet the Foundation's funding guidelines and/or strategic plan. The District shall also
84 provide general advice and support to the Foundation regarding District fundraising needs.
85

86 **2.4 Use of Funds.** The District agrees to use funds donated or raised by the Foundation as
87 directed by the grantor/donor and the Foundation. If the District cannot comply with any
88 restrictions placed on donated funds or grants, the District will not accept said donations.
89 When required by the grantor or donor, or the Foundation, the District will enter into a
90 contractual agreement which outlines any requirements by the grantor, donor or the
91 Foundation for the use of the funds and any reporting required. In the contractual agreement
92 the District will expressly agree to use the donated or granted funds in accordance with the

93 grantor’s requirements and restrictions. “Grantor” and “Donor” are used interchangeably to
94 mean the person, institution or government agency that provides the funds.
95

96 **2.5 Reports.** The District shall provide the Foundation with an accounting report on the use
97 of funds donated to the District by the Foundation at such times as are reasonably requested
98 in writing by the Foundation, or as required by the grantor/donor.
99

- 100 **3. Foundation Expenses.** All correspondence of the foundation shall be on Foundation
101 letterhead, and the Foundation shall pay all direct costs of paper, printing, postage, and
102 copying.
103
- 104 **4. No Compensation.** It is understood and agreed by the parties that the purpose of the
105 Agreement is to further the parties’ mutual goals by improving the provision of parks and
106 recreation programs, services and facilities on Vashon and Maury Islands. Except as
107 otherwise agreed, neither party shall provide monetary compensation to the other party for
108 any of the activities or services performed under this Agreement.
109
- 110 **5. Independent Contractor.** The District is interested only in the results produced from
111 activities performed under this agreement. The Foundation has the exclusive charge and
112 control of the manner and means of its performance. The Foundation shall act as an
113 independent contractor. It is expressly understood that neither the Foundation nor any of its
114 Board members, Committee members, employees, agents or volunteers shall be entitled to
115 any compensation or employment benefits from the District for actions or services performed
116 in their capacity as Foundation Board members, employees, agents or volunteers. Nothing
117 contained in this Agreement shall be deemed to alter or effect the Foundation’s designation
118 or status as a Section 501(c)(3) organization.
119
- 120 **6. Insurance.** The Foundation shall maintain general liability insurance of the type and in the
121 amount as will fully protect the Foundation from claims of any and all kind or nature for
122 damage to property or for bodily injury or death made or brought by any person, which may
123 arise from the work or actions taken in performance of the Agreement, either by the
124 Foundation or its Board Members, employees, agents contractors or consultants, or
125 volunteers. The District will maintain its own insurance.
126
- 127 **7. Indemnification.** To the maximum extent permitted by law, each party (the Indemnifying
128 Party”) shall indemnify, defend and hold harmless the other party, and all of its officials,
129 employees, agents, contractors, consultants, or volunteers, from any and all claims, demands,
130 actions, damages, penalties, and liability of any kind, including injuries to persons or
131 damages to property, which arise out of or are related to any negligent acts, errors, omissions
132 of the Indemnifying Party and its officials, employees, agents, contractors, consultants and
133 volunteers, in the performance of this Agreement; provided, that if any such damages and
134 injuries to persons or property are caused by or result from the concurrent negligence of the
135 parties or their officials, employees, agents, contractors, consultants or volunteers, then the
136 Indemnifying Party’s obligation under this paragraph applies to the extent of its negligence
137 or that of its officials, employees, agents, contractors, consultants or volunteers. The
138 foregoing indemnity is specifically and expressly intended to constitute a waiver of each

139 party's immunity under industrial insurance, Title 51 RCW, as respects the other party only,
140 and only to the extent necessary to provide the Indemnified Party with a full and complete
141 indemnity of claims made by the indemnitor's employees. This waiver has been mutually
142 negotiated.

143
144 **8. Term.** The term of this Agreement shall commence upon the date that the last party executes
145 this Agreement, and shall continue for four years. Upon conclusion of the initial four-year
146 term, this Agreement shall automatically renew for an additional two year term, unless either
147 party provides written notice of non-renewal to the other party at least thirty (30) days prior
148 to the expiration of the then current term.

149
150 **9. Termination.** Either party may terminate this Agreement at any time, with or without cause,
151 by giving written notice of termination to the other party at least thirty (30) days prior to the
152 effective date of termination.

153
154 **10. Miscellaneous.**

155
156 **10.1 Notice.** All notices to be given by either party to the other pursuant to this Agreement
157 shall be delivered in person, by facsimile or deposited in the United State mail, properly
158 addressed, postage fully prepaid, for delivery by certified or registered mail, return receipt
159 requested. Notices given by personal delivery or by facsimile shall be deemed effective upon
160 receipt (provided notice by facsimile is on a business day and receipt is acknowledged);
161 notices given by mail shall be deemed effective on the third business day after deposit.
162 Notices shall be given to the following addresses and facsimile numbers, until further notice
163 by either party:

164
165 Vashon Park District
166 Attn: Executive Director
167 PO Box 1608
168 Vashon, WA 98070
169 Fax: 206-463-9614

Vashon Parks and Recreation Foundation
Attn: Secretary
PO Box 1132
Vashon, WA 98070
Fax: N/A

170
171 **10.2 Governing Law; Severability** This Agreement shall be governed by and construed in
172 accordance with the laws of the State of Washington. If any court of competent jurisdiction
173 shall determine that any portion of this Agreement is unenforceable, then, to the extent
174 possible, the remaining portions hereof shall be unaffected thereby.

175
176 **10.3 Venue.** Venue for any action that may be brought as a result of any dispute between the
177 parties arising out of this Agreement shall be in the King County Superior Court.

178
179 **10.4 Integration/Amendments.** This Agreement constitutes the full and complete
180 expression of the agreement between the parties with respect to the subject matter hereof, and
181 supersedes any and all prior or contemporaneous offers, negotiations or agreements between
182 the parties. Any amendment or modification to any of the terms of this Agreement shall be in
183 writing, signed by the parties.

185 **10.5 Authority.** Each person executing this Agreement on behalf of a party warrants that the
186 person is fully authorized and empowered to do so, that the party has the power and actual
187 authority to enter into this Agreement, and that the Agreement binds the party to the terms
188 and conditions stated herein.

189
190 **10.6 No Assignment without Consent.** This Agreement may not be assigned without the
191 consent of the non-assigning party.

192
193
194 VASHON PARK DISTRICT VASHON PARKS AND RECREATION
195 FOUNDATION

196
197 BY: _____ BY: _____
198 ELAINE OTT-ROCHFORD JOSEPHINE HUTTON
199 EXECUTIVE DIRECTOR PRESIDENT

200
201 DATE: _____ DATE: _____

202
203 &

204
205 BY: _____
206 KAREN GARDNER
207 VPD BOARD CHAIR

208
209 DATE: _____