

RESOLUTION NO. 79-06

AGREEMENT FOR THE ESTABLISHMENT AND DISPERSAL OF PARKS SAFETY NET FUNDS

THIS AGREEMENT is made and entered into as of the date indicated below by and between Northwest Parks Foundation (NPF), a Washington non-profit corporation and Mason County Parks (MCP) and the parties' respective successors and assigns. NPF and MCP are collectively referred to as the "parties" in this agreement.

RECITALS

1. MCP is committed to pursuing new ways of doing business to ensure that parks and recreational facilities will be open, accessible, enhanced, and maintained for all users. This desire can be facilitated by establishing agreements with non-profit associations to assist in developing and maintaining park and recreational facilities and programs.
2. MCP owns and maintains several park and recreation facilities that provide a wide variety of sports, athletic, and recreational activities as an integral part of its operations.
3. NPF is a private, non-profit organization established to facilitate healthy lives through active recreation parks. NPF promotes healthy citizens and communities by protecting and encouraging the enhancement and development of park and recreation facilities and resources for this and future generations. Established in November of 2002, NPF designed the Parks Safety Net Program to provide direct and indirect support to park and recreation agencies, school districts, and parks facility user groups. NPF has a boundless service area with primary focus on agencies, school districts, and user groups geographically residing within Washington State. NPF operates on a nondiscriminatory basis.
4. MCP and NPF desire to enter into an agreement whereby the public can make tax-deductible contributions to the "Parks Safety Net Fund" which are directed to the MCP for designated uses.

NOW, THEREFORE, in the parties agree as follows:

1. **Establish Relationship.** MCP and NPF agree to enter into an arrangement whereby NPF, as a 501(c)3 organization, will accept tax deductible donations from the public on behalf of MCP and will transfer such funds to MCP on a monthly basis. MCP agrees that NPF may deduct actual expenses for all donations and a 5% service fee for each donation. Remaining donated funds will be held by NPF in a non-interest bearing account prior to transfer to MCP.

Specific donations may be designated for general County use or may be directed to a specific park facility, park enhancement, or program. NPF will confirm and assume sole

and exclusive responsibility that any such designation conforms with applicable Internal Revenue Service regulations governing charitable donations. The County agrees, subject to applicable records retention schedules, to document and maintain records verifying the dispersal of such funds for the uses designated therefore and that these funds did not replace funding already allocated to the County from other sources.

Both parties agree to adhere to the Donor Bill of Rights (attached as Exhibit 2) and incorporated herein by this reference as if set forth, and agree to honor the provisions contained therein as reasonably practical.

The responsibility for park and recreation facility development, maintenance, and operations remains with the MCP unless otherwise agreed to by MCP and donor.

2. **Compliance with Applicable Laws.** NPF and MCP shall comply with all applicable laws, ordinances, and regulations in using funds provided through this Agreement including, to the extent applicable, those related to "public works", payment of prevailing wages and competitive bidding of contract. MCP shall indemnify and defend NPF should it be sued or made the subject of an administrative investigation or hearing for a violation by MCP of such laws related to this agreement. NPF shall indemnify and defend MCP should it be sued or made subject of an administrative investigation or hearing for a violation by NPF of such laws related to this agreement.

3. Indemnification

NPF shall protect, save harmless, indemnify and defend, at its own expense, MCP, its officers, employees and agents, from any loss or claim for damages of any nature whatsoever brought by any third party, but only to the extent such loss or claim results from NPF's failure to comply with any duty or obligation undertaken by it under this Agreement, or any negligence or willful misconduct of NPF in carrying out its duties and obligations under this Agreement including claims by NPF employees.

MCP shall protect, save harmless, indemnify and defend, at its own expense, NPF, its officers, employees and agents, from any loss or claim for damages of any nature whatsoever brought by any third party, but only to the extent such loss or claim results from MCP's failure to comply with any duty or obligation undertaken by it under this Agreement, or any negligence or willful misconduct of MCP in carrying out its duties and obligations under this Agreement including claims by MCP employees.

4. **Mediation of Disputes.** If a dispute arises between the parties as to the terms, conditions, or performance of this Agreement instead of going to court, the parties agree to mediate the dispute through a mediation service or other neutral third party. The purpose of this mediation agreement is to provide an inexpensive and effective manner in which to resolve any problem between the parties.

5. **Term of Agreement.** The term of this agreement shall be for five years from the effective date and will automatically renew for successive five year periods unless terminated by either party as provided herein.
6. **Termination of Agreement.** This agreement may be terminated with or without cause by either party upon six months written notice as provided herein.
7. **Entire Agreement.** This agreement contains the entire agreement among the parties with respect to the subject matter hereof. There are not other agreements, or written, except as expressly set forth herein.
8. **Amendments in Writing.** Any amendment or modification of this agreement must be in writing and executed by the parties agreeing thereto.
9. **Notice.** Any notice, demand, or request to a party required or permitted under this Agreement must be in writing, sent postage prepaid via first-class U.S. mail, or hand-delivered, to the party at the address set forth below (or at such other address and to such other recipient as may be designated by a party in a notice to the other parties). For convenience of the parties, notices may also be transmitted informally via facsimile or electronic mail (e-mail), but no notice will be deemed given or effective until mailed or hand-delivered as required in this subsection. All such notices, if mailed, become effective three business days after deposit in an officially-designated U.S. mail receptacle, or, if hand-delivered, upon receipt. Notices must be given as follows:

- a) If to Mason County Parks Department.

Mason County Parks and Trails Manager
East 2100 Johns Prairie Road
P.O. Box 2286
Shelton, WA 98584

- b) If to Northwest Parks Foundation


Board President
P.O. Box 605
Woodinville, WA 98072-0605

Executive Director
P.O. Box 605
Woodinville, WA 98072-0605

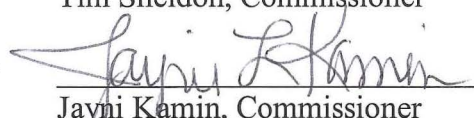
10. **No Continuing Waiver of Default.** The waiver of any default under any provision of this agreement does not constitute a waiver of any other default, whether of the same or of any other provision.
11. **Authority of Signature.** Each person executing this Agreement on behalf of a party represents and warrants that he or she has the authority of such party to enter into this Agreement on the terms and conditions herein stated.
12. **Applicable Law.** This Agreement shall be construed under the laws of the State of Washington.
13. **Execution in Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original.
14. **Headings not Part of Agreement.** The headings of the various sections and subsections of this Agreement are inserted for convenience only and shall not be deemed to expand, limit, or otherwise affect its terms and conditions.
- ~~15. **No Recording of Agreement.** This Agreement shall not be filed for recording.~~
16. **Exhibits Incorporated.** The exhibits attached to this Agreement are incorporated herein by this reference as if fully set forth.'
17. **Effective Date of Agreement.** The effective date of this Agreement shall be the date of its execution by the last party to execute it.
18. **Assignability, Agreement Binding on Successors and Assigns.** Any or all of the rights and obligations of a party to this Agreement may be assigned and delegated to other persons, firms, or corporations without the consent of the other party. This Agreement shall be binding on such assignees and delegates.

IN WITNESS WHEREOF, the parties hereto execute this agreement as of the last day written below:

**For Mason County
Board of Commissioners**

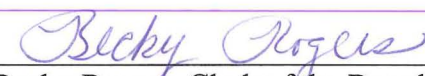
By 
Lynda Ring Erickson, Chair

By 
Tim Sheldon, Commissioner

By 
Jayni Kamin, Commissioner

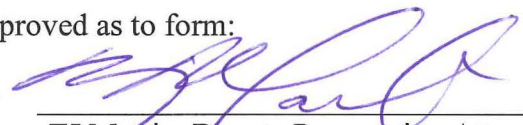
Date _____

Attest:

By 
Becky Rogers, Clerk of the Board

Date 8/1/06

Approved as to form:

By 
TJ Martin, Deputy Prosecuting Attorney

Date 08/29/06

For Northwest Parks Foundation

By _____
Kristen Bush, Executive Director

Date _____