

AGREEMENT (*Burlington Parks Foundation*)

THIS AGREEMENT is made and entered into this _____ of _____, _____ by and between the City of Burlington, a municipal corporation herein after referred to as “City”, and the Burlington Parks Foundation, a non-profit corporation designed to provided assistance and aid in the development, maintenance and promotion of growth and preservation of the Burlington Parks and Recreation Department and its staff, herein after referred to as “Foundation”.

WHEREAS, the City is authorized to control the finances of its Parks and Recreation Department; and

WHEREAS, the City is authorized to accept gifts of money or property for Parks and Recreation purposes; and

WHEREAS, the City is authorized to all acts necessary for the orderly and efficient management and control of its Parks and Recreation; and

WHEREAS, the City desires to have a Foundation as a tax-exempt non-profit corporation organized and operated exclusively to receive and administer property for the benefit of the Parks and Recreation and to make contributions, grants, gifts, bequests, trusts, and property to the Parks and Recreation; and

WHEREAS, the Foundation is empowered to provide services to the Parks and Recreation related to the solicitation of contributions, grants, gifts, bequests, trusts, and property for the benefit of the Parks and Recreation and other fundraising activities; and

WHEREAS, the purpose of the Foundation is to support the mission of the Parks and Recreation Department; and

WHEREAS, the Foundation desires to provide certain financial services for the Parks and Recreation, as described in this Agreement in furtherance of its corporate purpose;

NOW, THEREFORE, in consideration of the mutual exchange of services and the other covenants and agreements hereinafter mentioned, the parties hereto covenant and agree as follows:

A. THE FOUNDATION AGREES TO:

1. Encourage continuous and special philanthropic support, benefactions and relationships for the benefit of the Burlington Parks and Recreation Department.
2. Establish rules, regulations and procedures for the necessary management of all affairs of the Foundation in consonance with the laws and regulations described in section 501(c)(3) of the Internal Revenue Code as now enacted or hereafter amended or supplemented.
3. Accept, hold, administer, invest and disperse such funds and properties in accordance with its purpose as established within the Foundation Articles of Incorporation and Bylaws.

4. Use all assets and earnings of the Foundation exclusively for Parks and Recreation purposes.
5. Engage in and disperse all parts of its funds for any and all lawful activities permitted by the laws and regulations governing tax exempt charitable corporations at the time of dispersal, and which may be necessary or incidental to the furtherance of the purposes of the Foundation.
6. Use reasonable portions of its funds and income to pay the administrative expenses of the Foundation.
7. Be responsible for and account for, in its own records, all donations and instruments deemed gifts where the donor names the Burlington Parks and Recreation and the Burlington Parks Foundation as the recipient.
8. Maintain its stated purposes of existence as set forth herein and in its Articles and Bylaws during the lifetime of this Agreement.
9. Provide such other services and undertake such other activities for the benefit of Parks and Recreation as the Foundation and the City shall identify from time to time by written addenda to this Agreement.
10. Request to place any work party, amenity or project occurring on city property on the Burlington Parks and Recreation Advisory Board agenda.
11. Provide a detailed map and/or description of any work party, amenity or project on city property to the Parks and Recreation Advisory Board along with the corresponding agenda item.

B. THE CITY AGREES TO:

1. Provide staff support and services to Foundation, consistent with the Parks and Recreation City-approved Parks and Recreation budget, including access to City facilities and equipment and meeting space.

C. ANNUAL EVALUATION AND REVIEW

The Foundation and the City shall annually identify the specific services that the Foundation will provide and the specific activities that the Foundation will undertake for the benefit of the Parks and Recreation Department. The Foundation shall provide the Parks and Recreation with a written report annually, which shall confirm that it has fully complied with its obligation to expend its best efforts to seek to accrue gifts, grants, donations, endowments for the benefit of the Parks and Recreation, and set forth its progress in furtherance of the identified activities and services, and list its other accomplishments for the preceding year. For this purpose, the Foundation will share with the City its revenue and expense statements for the preceding year and its end-of-year balance sheet no later than 90 days after the year end.

D. TERM OF AGREEMENT

The initial term of this Agreement shall be one year, but such term shall be automatically extended on each anniversary date hereof for an additional one year period unless either party shall have given written notice to the other, at least 30 days prior to the next anniversary date hereof, of its desire not to extend this Agreement.

E. MODIFICATION

No alteration or modification of any terms of this Agreement shall be valid unless made in writing and signed by the parties.

E. TERMINATION

Notwithstanding the provisions of Term of Agreement, either party may terminate this Agreement effective at the end of any Library fiscal year, with or without cause, upon 30 days written notice to the other party.

F. ASSIGNMENT

Neither party may assign or transfer this Agreement.

G. GOVERNING LAW AND DISPUTES

This agreement shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by the laws of the State of Washington. Venue for all litigation arising out of this Agreement shall be Skagit County, Washington.

CITY OF BURLINGTON:

BURLINGTON Parks
FOUNDATION:

By: Steve Sexton, Mayor

By: Pat Iversen, President

Date: _____

Date: _____

APPROVED AS TO FORM:

By: Rock White, Vice President

By: Leif Johnson
City Attorney

By: Margaret Fleek, Secretary

By: _____
Kathi Marilley, Treasurer

ATTEST:

By:
Finance Director