

RESOLUTION R-5179

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND THE KIRKLAND PARKS FOUNDATION AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO SIGN.

1 WHEREAS, the Kirkland Parks Foundation (KPF) is a Washington
2 nonprofit corporation, the purpose of which is to work with the
3 community to create, plan and fund improvements and activities in
4 Kirkland parks and enhance the quality of life for the residents of
5 Kirkland; and
6

7 WHEREAS, KPF solicits and receives, gifts, grants, devises or
8 bequests of real or personal property from public or private sources, in
9 order to carry out its purpose; and
10

11 WHEREAS, KPF is an independent nonprofit organization under
12 Section 501(c)(3) of the Internal Revenue Code which qualifies for
13 charitable contribution tax deductions; and
14

15 WHEREAS, Kirkland owns and operates a wide array of parks
16 and facilities and operates a number of recreation programs, including
17 those operated on school district lands and facilities, to meet the
18 recreation needs of the community; and
19

20 WHEREAS, the City Council has determined that the public
21 interest would be best served by entering into a memorandum of
22 understanding with KPF to authorize the use of the name of Kirkland,
23 Kirkland parks logo and the Kirkland official website for the solicitation
24 of gifts, grants, devises or bequests of real or personal property, from
25 public or private sources; and
26

27 WHEREAS, the City Council desires to enter into this
28 Memorandum of Understanding establishing KPF as an official
29 fundraising partner for Kirkland parks and formalizing the framework for
30 cooperation between Kirkland and KPF and the roles each will have.
31

32 NOW, THEREFORE, be it resolved by the City Council of the City
33 of Kirkland as follows:
34

35 Section 1. The Memorandum of Understanding between the City
36 of Kirkland and Kirkland Parks Foundation substantially in the form
37 attached as Exhibit A, and incorporated by this reference, is approved.
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39 Section 2. The City Manager, or his designee, is authorized to
40 sign the Memorandum of Understanding on behalf of the City of
41 Kirkland.
42

43 Passed by majority vote of the Kirkland City Council in open
44 meeting this 5th day of January, 2016.

45

Signed in authentication thereof this 5th day of January, 2016.


MAYOR

Attest:


City Clerk

MEMORANDUM OF UNDERSTANDING

**Between City of Kirkland
and
Kirkland Parks Foundation**

This MEMORANDUM OF UNDERSTANDING ("MOU") is made by and among the City of Kirkland, a Washington municipal corporation ("Kirkland") and the Kirkland Parks Foundation, a Washington nonprofit corporation ("KPF"). Together, Kirkland and the KPF are referred to as the "Parties" and individually as "Party."

RECITALS

1. KPF is a Washington nonprofit corporation, the purpose of which is to work with the community to create, plan and fund improvements and activities in Kirkland parks and enhance the quality of life for the residents of Kirkland.

2. KPF solicits and receives, gifts, grants, devises or bequests of real or personal property from public or private sources, in order to carry out its purpose.

3. KPF is an independent nonprofit organization under Section 501(c)(3) of the Internal Revenue Code which qualifies for the charitable contribution deduction under Section 170(b)(1)(A).

4. Kirkland owns and operates a wide array of parks and facilities and operates a number of recreation programs, including those operated on school district lands and facilities, to meet the recreation needs of the community.

5. Kirkland has determined the public interest would be best served by entering into a memorandum of understanding with the KPF to authorize the use of the name of Kirkland, Kirkland parks logo and the Kirkland official website for the solicitation of gifts, grants, devises or bequests of real or personal property, from public or private sources.

6. Kirkland and KPF share an interest in supporting Kirkland parks and in facilitating the identification, funding and completion of community-generated Parks projects.

7. Kirkland and KPF desire to enter into this Memorandum of Understanding establishing KPF as an official fundraising partner for Kirkland parks and formalizing the framework for cooperation between Kirkland and KPF and the roles each will have.

NOW, THEREFORE, the Parties have reached the following understanding:

1. MOU Purpose.

The purpose of this Memorandum of Understanding ("MOU") is to formally establish KPF as an official nonprofit fund raising partner as it relates to the Kirkland parks, facilities and recreation programs and to set forth the roles and responsibilities of Kirkland and KPF.

2. Relationship of Parties.

- A. KPF shall be an official nonprofit fund raising partner as it relates to the Kirkland parks, facilities and recreation programs. KPF shall work with Kirkland, specifically the Director of Parks and Community Services, to identify parks, facilities, events and recreation program improvements ("Projects") targeted for fundraising efforts. KPF shall be authorized to use the name of Kirkland, Kirkland parks logo and the Kirkland official website for the solicitation of gifts, grants, devises or bequests of real or personal property ("Donations"), from public or private sources for designated Projects.
- B. KPF is a legal entity separate from Kirkland, and no partnership, agency, or other legal relationship other than that described in this MOU is created by this MOU. KPF shall retain sole authority over its own operations, and may make its own decisions about whether it wishes to participate in a designated Project, either by raising or donating funds in support of a designated Project.
- C. Kirkland is the owner and the operator of the Kirkland parks and facilities upon which a substantial portion of the funds raised by KPF would be expended. Kirkland also operates recreation programs in its own facilities and on school district lands for which the KPF may raise and expend funds.
- D. Kirkland shall retain sole authority over Project approval specific to City of Kirkland, and may make its own decisions, through the Director of Parks and Community Services, about whether to support a KPF initiative by approving a Project. The Director will evaluate proposed Projects for consistency with the Parks and Open Space Plan, Parks Capital Facilities Plan, biennium budget priorities and strategic objectives of the Department of Parks and Community Services. Kirkland will operate, own, manage, and maintain the Project facilities for the useful life of the Project facilities.
- E. In the event that the Director of Parks and Community Services concludes that a Project proposed by KPF does not meet the criteria in Subsection 2.D, KPF may request that the City Manager review the Director's decision. In order for the City Manager to reconsider the conclusion reached by the Director, KPF must

demonstrate to the satisfaction of the City Manager how the proposed Project meets the criteria in Subsection 2.D.

3. Reporting.

KPF shall make reports available to the public annually, as to all expenditures and fiscal accounting for Donations.

4. Term.

This MOU shall remain effective until either Party, with at least 30 days advance written notice, declares its intention to terminate this MOU, in which case this MOU will terminate on the stated date.

5. Legal Relations.

This MOU is solely for the benefit of the Parties and creates no right, duty, privilege, or cause of action in any other person or entity. No joint venture or partnership is formed as a result of this MOU. No employees or agents of one Party or its contractors or subcontractors shall be deemed to be employees, agents, contractors or subcontractors of the other Party.

6. Counterparts.

This MOU may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute but one and the same instrument.

THE PARTIES execute this MOU effective as of the last date written below.

KIRKLAND PARKS FOUNDATION

By: _____
Its: _____

Date

CITY OF KIRKLAND

By: _____
Jennifer Schroder
Director of Parks and
Community Services

Date