CITY OF KIRKLAND
Department of Parks & Community Services
505 Market Street, Suite A, Kirkland, WA 98033 425.587.3300
www.kirklandwa.gov

MEMORANDUM

To: Kurt Triplett, City Manager

From: Jennifer Schroder, Director

Date: December 17, 2015

Subject: Memorandum of Understanding between City of Kirkland and Kirkland Parks Foundation

RECOMMENDATION

That the City Council accept the recommendation of the Park Board and approve a resolution authorizing a Memorandum of Understanding between the City of Kirkland and the Kirkland Parks Foundation.

BACKGROUND DISCUSSION

The Kirkland Park Foundation (KPF) is a Section 501(c)(3) nonprofit charitable organization. Its mission is to work with the Kirkland community to create, plan and fund improvements and activities in our parks that enhance the quality of life for the residents of Kirkland. This year, KPF successfully raised funds toward the Waverly Beach Picnic Shelter, for which it presented a check to the City Council on November 17, 2015. Other projects completed this year include raising funds to purchase native plants for Green Kirkland Day, beach sand for Marina Park, and a new learning garden at McAuliffe Park. In total, KPF raised more than $28,000 this year.

The Memorandum of Understanding (MOU) formalizes the partnership between the City and KPF. The MOU also establishes the framework for cooperation, roles and responsibilities and the process for selecting and obtaining project approval in order to assist KPF in targeting its fundraising efforts.

The Council Public Works, Parks and Human Services Committee reviewed the MOU at its December 9, 2015, meeting. Based on the Committee's comments, a review process was added to the proposed MOU (Subsection 2.E).

On December 9, 2015, the Park Board reviewed the proposed MOU and received a presentation from the Executive Director of KPF, Sally Otten, highlighting projects completed this year. The Park Board voted to recommend that the City Council approve the MOU.

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.

WHEREAS, the Kirkland Parks Foundation (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; and

WHEREAS, 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; and

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

WHEREAS, 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; and

WHEREAS, the City Council has determined that the public interest would be best served by entering into a memorandum of understanding with 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; and

WHEREAS, the City Council desires 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, be it resolved by the City Council of the City of Kirkland as follows:

Section 1. The Memorandum of Understanding between the City of Kirkland and Kirkland Parks Foundation substantially in the form attached as Exhibit A, and incorporated by this reference, is approved.

Section 2. The City Manager, or his designee, is authorized to sign the Memorandum of Understanding on behalf of the City of Kirkland.

Passed by majority vote of the Kirkland City Council in open meeting this _____ day of _____, 2016.

Signed in authentication thereof this ____ day of _____, 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 Date
Director of Parks and
Community Services