

AGREEMENT
Between the
WASHINGTON STATE PARKS GIFT FOUNDATION and the
FRIENDS OF

This Agreement is entered into by and between the WASHINGTON STATE PARKS FOUNDATION, a Washington nonprofit corporation, hereinafter referred to as the “Foundation” and the FRIENDS OF AND , hereinafter referred to as “(FRIENDS GROUP),”

WHEREAS, Article III of the September 1, 2000 Articles of Incorporation of the Foundation declares the purposes of the Foundation to be as follows: The Washington State Parks Foundation is organized exclusively for charitable and educational purposes within the meaning of Section 501 (c) 3 of the Internal Revenue Code. The specific purposes of the Foundation are:

- (a) to provide an effective, tax-deductible method for individuals and groups to contribute to the preservation, restoration, and enhancement of the Washington State parks system,
- (b) to solicit support for the Washington State Park system, cooperate with other organizations, and encourage gifts to support and improve individual state parks
- (c) to promote, support, and sustain all programs, projects, and policies of the Washington State Parks and Recreation Commission,
- (d) to solicit and accept aid, grants and private donations that assist in acquiring, operating, enhancing, and protecting a diverse system of recreational, cultural, historical, and natural sites, and
- (e) to accept contributions for the acquisition, construction, improvement, and development of potential Foundation projects consistent with the goals of the Foundation.

WHEREAS, (FRIENDS GROUP) is a non-profit corporation committed to the operations, maintenance and improvement of X State Park, and

WHEREAS, (FRIENDS GROUP) intends to raise private funds to support the operations, maintenance and improvement of X State Park.

NOW THEREFORE, the parties mutually agree as follows:

ARTICLE I

The Foundation, its board of directors, officers and members agree to:

1. Accept, hold, administer, invest and disburse such funds and properties of any kind or character as from time to time may be given to it by (FRIENDS GROUP), or by individuals who designate donated funds to support X State Park, in accordance with the terms of such gift, provided, however, that any restricted or conditional gift which in any way obligates State Parks shall not be accepted by the Foundation without the prior written consent of the Director of State Parks or other designee to approve such gifts on behalf of State Parks;

2. Maintain rules, regulations and procedures for the necessary management of all affairs of the Foundation consistent with the laws and regulations described in Section 501 (c) (3) of the Internal Revenue Code of 1954;
3. Properly account and be responsible for all donations which are received by the Foundation from (group) or from any group or individual designated for the benefit of X State Park. The Foundation will provide an annual statement detailing the principal from any contributions received for the benefit of X State Park;
4. Make contributions, grants, gifts, and transfers of property, both real and personal, either outright or in trust, to or for the benefit of X State Park;
5. Use all assets and earnings of the contributions received by the Foundation from (FRIENDS GROUP) or others for the exclusive benefit of X State Park except for payment of 8 per cent (%) per annum of contributions received by the Foundation from (FRIENDS GROUP) or others which shall cover the necessary and reasonable administrative expenses of the Foundation. No part of such assets and earnings shall accrue to the benefit of any director, officer, member, or employee of the Foundation or of any other individual, except for appropriate payment of reasonable compensation for services actually rendered or reimbursement of reasonable expenses necessarily incurred;
6. Coordinate and support efforts of groups interested in the improvement of the State Parks System;
7. In the event of the dissolution of the Foundation, the Board of Directors shall transfer the assets and any accrued interest earnings the Foundation received from (FRIENDS GROUP) or its successor, to be used exclusively for the purposes of enhancing X State Park provided that such transfer does not impair or destroy the tax exempt status to donations, contributions, legacies or dues received by this Foundation.

ARTICLE II

For and in consideration of the Foundation promising to receive, hold, manage and disburse contributions from the (FRIENDS GROUP) and to carry out the aforementioned activities, the (FRIENDS GROUP) agrees to:

1. Partner with the Foundation to publicly promote fund raising needs for X State Park and raise awareness and visibility with the public and potential donors by: displaying information regarding the Foundation in selected public areas, providing for the dissemination of such information by (FRIENDS GROUP), educating (FRIENDS GROUP) members and affiliates on the Foundation and its purposes and encouraging members and affiliates to promote the Foundation as an option to any potential donor in a manner consistent with state law.
2. Remit to the Foundation within five (5) business days, all monies that have been received by the (FRIENDS GROUP) as donations to the Foundation for X State Park.

3. Provide the Foundation with information regarding the friends group's programs, fundraising and planning annually as well as any more frequent updates as requested.

ARTICLE III

The Foundation and (FRIENDS GROUP) agree to cooperate in connection with the activities conducted and business carried on under this Agreement. The Foundation has no obligation with respect to (FRIENDS GROUP) debts or other liabilities. Likewise, (FRIENDS GROUP) has no obligation with respect to the Foundation's debts or other liabilities. Use of the term partner, partnership, or any derivation thereof in this Agreement by the parties hereto shall not indicate an intent to create a partnership, express or implied, under common law, under Title 25 RCW, or under any similar statute in effect now, or in the future. If the term partner, partnership, or any derivation thereof is utilized in this Agreement or in any description of this agreement by the parties thereto, the same shall be deemed to indicate only that the agreement reflects that the parties share a common pursuit of good will and benefit to the citizens of the State of Washington.

ARTICLE IV

The Foundation and (FRIENDS GROUP) mutually agree to the following additional terms:

1. Independent Capacity: At all times and for all purposes of this Agreement, each party shall act in an independent capacity and not as an agent or representative of the other party.
2. No Indemnification: Each party shall be responsible for the actions and inactions of itself and its own officers, employees, and agents acting within the scope of their authority.
3. Cooperation: To cooperate in sharing information on State Park issues and to work to improve the conditions of State Park and the State Park System.
4. No Assignment: This agreement is not assignable by either party, in whole or in part.
5. Governing Law and Dispute Resolution: Any dispute under this Agreement not resolved directly by the Parties shall be submitted to mediation by a person agreed to between the parties. If mediation is not successful, the Parties shall submit the dispute to binding arbitration under the rules of the American Arbitration Association or other procedures agreed upon between the Parties. A party may bring an action in court under this Agreement only to enforce any arbitration decision. Venue of any action hereunder shall be in Thurston County Superior Court.
6. Entire Agreement: This constitutes the entire agreement between the parties, including all oral understandings, on the subject of their general and overall relationship. However, the parties may enter into other stand-alone agreements on specific subjects. All other such agreements shall also be in writing and signed by the parties.
7. Modification: No alteration or modification of any term of this Agreement shall be valid unless made in writing, signed by the parties.

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8. Term of Agreement: This agreement is effective on the date last signed below through December 31, 20XX. However, the Parties intend for this Agreement to be the foundation for a long-term cooperative relationship and envision successive agreements between them.

Both persons signing below on behalf of their respective parties represent they have the authority to enter into this Agreement.

John Floberg
Executive Director
Washington State Parks Foundation

Date: _____

Name
President/ Chairman of the board
Friends of (State Park)

Date: _____