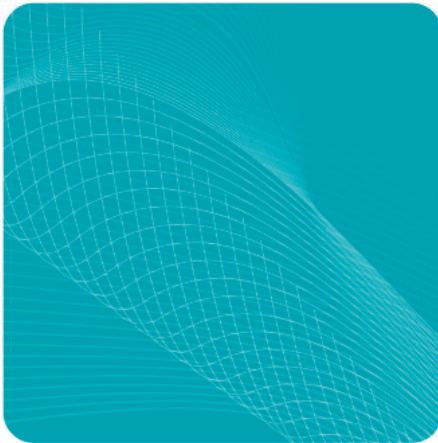




Associated  
Recreation  
Council

# ADVISORY COUNCIL RESOURCE GUIDE

Bringing together all people to build a healthy community





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## **ARC's Mission, Vision, and Values**

### **MISSION**

Inspire engagement and participation in equitable, dynamic, culturally relevant, and responsive recreation and lifelong learning programs.

### **VISION**

Bringing together all people to build a healthy community.

### **VALUES**

#### **Community Engagement and Participation:**

An engaged community makes our neighborhoods healthier places to live, work, and play.

#### **Equitable Access:**

Access to equitable, dynamic, culturally relevant, and responsive recreation and lifelong learning opportunities for all.

#### **Mutual Respect:**

Interaction between community and dedicated, diverse, caring staff and volunteers based on mutual respect.

#### **Community:**

A fair, safe, and welcoming environment where people have a sense of belonging and opportunities to come together to recreate, socialize, and learn.

#### **Accountability:**

Integrity and transparency of decisions affecting programs, finance, and people.

#### **Commitment to Race and Social Justice:**

By recognizing the dignity of each individual and by reducing the barriers of systemic oppression, we are committed to equity, fairness, impartiality, and social justice.



## **ARC Advisory Council Code of Ethics**

To further the objectives of the Associated Recreation Council, certain principles govern the conduct of all board members and advisory council members of the Associated Recreation Council, who shall:

- Agree that the chief objective of the Associated Recreation Council is to serve the best interests of the Organization and the advisory council structure.
- Facilitate the highest level of service to the advisory councils through appropriate and well-organized resources, equitable and unbiased policies and procedures, and courteous and accurate customer service.
- Protect the solvency of the Organization and member advisory councils by budgeting and monitoring the expenditure of public funds in a fiscally responsible manner.
- Uphold a mutually supportive and cooperative working partnership with Seattle Parks and Recreation.
- Attend meetings and keep informed about matters that concern the Associated Recreation Council and advisory councils and share viewpoints and ideas for serving the best interest of the Organization and the advisory council structure.
- Treat others with respect, fairness, and good faith, and encourage opportunities for board members and advisory council members to improve their skills.
- Advocate for fair and equitable conditions of employment that safeguard the rights and welfare of all.
- Respect the differences between private convictions and responsibilities as board members or advisory council members and ensure that the interests of the advisory council system always take precedence over private interests.
- When speaking in public, clearly state that we are speaking as private citizens.
- Be forthcoming about possible conflicts of interest and inform the Board of Directors or advisory councils of any personal interests or potential personal interests in any decisions to be made by the Associated Recreation Council that would constitute a conflict of interest.
- Protect the privacy of customers, staff, board members and advisory council members as it relates to sensitive issues.



## **Advisory Council Standards**

### **Governance**

- Every council must have an approved current set of bylaws and an Operating Agreement. Changes may be recommended and submitted to ARC.
- Every council will hold an annual election of officers to include President, Vice President, Treasurer, and Secretary. Officers serve a term of 1 year and no more than 3 consecutive in the same office.
- Every council must have a minimum of 7 active members and it is recommended to have 12 active members representing a diverse cross-section of the community.
- Active membership is maintained by meeting attendance; each member must attend a minimum of 6 meetings per year. Three consecutive unexcused absences will result in removal.
- Every council will meet a minimum of 8 times in a calendar year.
- Employees of ARC or Seattle Parks and Recreation are excluded from membership on any council.
- All members must become registered Seattle Parks and Recreation volunteers.
- A quorum of one more than half is required to conduct a vote. Members of the advisory council or any committee designated by the advisory council may participate in a meeting of such council or committee by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time and participation by such means shall constitute presence in person at a meeting.
- Council members must abide by the Code of Ethics.

### **Financial**

- Every advisory council must be guided by an annual operating budget. The council budget will be created jointly with the facility supervisor and the draft budget must be submitted on schedule each year.
- Expenses and Income will be carefully managed.
- The Treasurer has the responsibility to monitor and report to the council on financial status. They may report at each council meeting.
- Payroll and bills must be processed without delays. “Requesters and authorizers” will make themselves available for weekly signing.
- Legal standards for financial management will be followed. The procedures stated within the Seattle Parks and Recreation “Cash Handling Manual” outline many of these requirements.

### **Record Keeping**

- In accordance with State law, all council meetings are open to the public. The council meeting’s date, time, and locale are to be posted and advertised. Any changes to this schedule must be reported to ARC & Seattle Parks and Recreation.





- Minutes of every meeting will be kept in a permanent public file. *One approved copy will be retained at the site and a second copy kept by ARC. The procedure stated within the ARC "Compliance with Public Records Act" outline how to comply with the Public Records Act (RCW 42.45).*

### **Partnership**

- The recruitment and education of advisory council members is a joint responsibility with ARC, council, facility supervisor, and Seattle Parks and Recreation. The council will work to achieve a mix of members to reflect the diversity of the community including race, gender, socio-economic status, interests, and experience.
- The partnership between Seattle Parks and Recreation and the ARC Advisory Councils allows for expanded public recreation opportunities and provides for a strong community connection.
- The council will offer advice and consultation to Seattle Parks and Recreation on programs, recreation services, and community needs. A strong constructive link to the community is established through connections, input and networking from the council. The council helps to recognize needs and identify priorities within the community.

### **Advisory Council Appointment:** **Conflict of Interest Guidelines**

- **Family Membership:** A married couple, domestic partner couple, or other close relatives may be appointed to two seats on the same advisory council as long as those appointments do not exceed 25% of the overall membership of the council. Two married people, domestic partner couple or other close relatives may share a single place on an advisory council with only one vote if those appointments exceed 25% of the overall membership of the council. The two married people, domestic partner couple or other close relatives may sit individually on different advisory councils.
- **Relatives of employees:** Relatives of Seattle Parks and Recreation or the ARC employees cannot be approved as advisory council members.
- **Employees:** An ARC or Seattle Parks and Recreation employee may not be a member of an advisory council.
- **Business:** The representative of a business who may have a direct financial benefit from membership on a council will not be appointed to a position. For example, the northwest distributor of a sailboat used at Mount Baker Rowing and Sailing Center could not be a member of their advisory council.



- Any membership applications that appear to have a conflict of interest will be considered to be a conflict of interest unless they are specifically approved by the ARC Executive Director. Some consultation with the Superintendent and possibly the Ethics and Elections Board may be required.

### **Whistleblower Policy**

The Associated Recreation Council (ARC) is committed to integrity, accountability, and financial stewardship in all its business practices, as well as the personal and professional conduct of its Board of Directors, management staff, employees and associates. It is the responsibility of all Board Directors, management staff, employees and associates to report violations or suspected violations of this code of conduct. Violations or suspected violations may be submitted on a confidential basis by the complainant or may be submitted anonymously. Reports of violations or suspected violations will be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation. Any Board Director, management staff, employee or associate who has knowledge of, suspects, or has any concerns about the possibility of illegal activity, fraud, or dishonesty of any kind is encouraged to report these issues to:

ARC Executive Director: 206 684-7083

ARC Deputy Director: 206-615-0112

Anonymous Whistleblower Hotline: 206-861-5087

ARC Board President, Jonathan Hartung: [jh@shksarchitects.com](mailto:jh@shksarchitects.com)

The claim will be investigated promptly, thoroughly, and as confidentially as possible by ARC.

No one who makes a complaint in good faith will suffer any adverse consequences or retaliation for making a claim, even if the claim cannot be substantiated by an investigation. This protection includes adverse actions such as reduction in pay, work assignments, schedule changes, denial of a promotion, termination of employment, harassment or discrimination of any kind. This right of protection against retaliation does not include immunity for any personal wrongdoing associated with the claim.

Any complaint involving retaliation for a claim made in good faith should be reported as described above. The complaint will be investigated immediately and thoroughly. If the claim is substantiated, corrective action will be taken, up to and including termination of employment. Anyone who knowingly and maliciously makes a false claim will be subject to serious corrective action, up to and including termination of employment.

The Finance Committee of the Board of Directors shall address all reported concerns or complaints regarding ARC accounting practices, internal controls or auditing. The Executive Director shall immediately notify the Finance Committee of any such complaint and will work with the Committee until the matter is resolved.



ARC's commitment to this code of conduct is based on an open-door policy and suggests that employees share their questions, concerns, suggestions or complaints with someone who can address them properly. In most cases, an employee's supervisor is in the best position to address an area of concern. However, employees who are not comfortable speaking with their supervisor or are not satisfied with their supervisor's response, are encouraged to speak with the Human Resources Manager or anyone in management the employee chooses to approach. Supervisors and managers are required to report suspected violations to the Executive Director, who has specific responsibility to investigate all reported violations.

### **Advisory Council Compliance Protocol**

ARC is responsible to administer the process for recognition of ACs and the appointment of their members. Under this Agreement, ARC assumes responsibility for chartering ACs, including rechartering of existing ACs. The charters should reflect that the purpose of ACs is to represent the interests of a particular neighborhood or community by advising Seattle Parks and Recreation (SPR) and ARC of ways to meet public recreational needs consistent with the goals and objectives of SPR.

- The form of the ARC AC Charter and an Operating Agreement incorporating model AC Bylaws is subject to review and approval by SPR.
- Provisions of the Operating Agreement and the model Bylaws may be modified on a case-by-case basis in the discretion of ARC after consultation with SPR to reasonably accommodate unique circumstances, but such modifications shall not alter or compromise the basic structure of the relationships between SPR, ARC and the ACs embodied in this Agreement or materially affect ARC or AC obligations or responsibilities under the Operating Agreement.
- ARC may charter new ACs only with the Superintendent's prior approval and pursuant to rules to be adopted by SPR and when the prospective AC has duly authorized and executed an Operating Agreement with ARC and adopted Bylaws acceptable to ARC.
- If the ARC Executive Director is concerned that an AC may be materially violating provisions of its Operating Agreement or its Bylaws, he or she shall work with the affected AC to take corrective action to address the Executive Director's concerns. The ARC Executive Director may withdraw the Charter of any AC in accordance with SPR rules and after consultation with the ARC Board of Directors, if the AC:
  - a. violates a material provision of its Operating Agreement or its Bylaws (and has failed to take such corrective action as reasonably determined by the ARC Executive Director to address such violation);
  - b. is no longer active; or
  - c. is no longer necessary, following consultation with SPR pursuant to procedures to be determined by ARC and SPR.





- The decision of the ARC Executive Director to withdraw an AC Charter may be appealed to the ARC Board of Directors pursuant to procedures set forth in the ARC Bylaws, including solicitation and consideration of the recommendation of SPR, if any, but the decision of the ARC Board is final.
- Oversee AC compliance with the Operating Agreement and AC Bylaws and work with affected ACs to take corrective action to address concerns that an AC may be materially violating provisions of its Operating Agreement and Bylaws. If SPR raises any concerns regarding an AC's compliance, ARC shall respond within seven (7) business days with a plan to resolve such concerns.
- ARC is responsible to manage the process for appointment and removal of AC members. Consistent with the model AC Bylaws,
  - a. ARC shall appoint all the members of all ACs.
  - b. Prospective members shall be vetted with SPR pursuant to procedures to be determined by ARC and SPR.
  - c. AC members may be removed by ARC as provided in the model Bylaws.
- ARC is responsible to manage and coordinate AC member activities, including orientation, training and periodic workshops for AC members and budget preparation.



## **Fundraising Policy**

Advisory councils (ACs) must follow ARC and Seattle Parks and Recreation (SPR) approved policies and procedures for fundraising activities, which includes applying for grants, soliciting cash donations, in-kind donations or requesting corporate sponsorship.

ACs are required to notify the ARC Executive Director, or his or her designee, regarding their intent to apply for a grant, solicit donations or request corporate sponsorship. This notification includes the following steps:

1. Contact ARC in writing regarding the intent to apply for particular grant funds or solicit a particular donor or corporate sponsor.
2. For site-based in-kind donation plans, an email describing the need, request and timing of the plan is required.
3. Submit a project plan to SPR Recreation Manager for approval. If the request includes funding for a capital improvement project (CIP), the Capital Improvements Project Planning form must be used for this step. CIP requests must be submitted to SPR Planning and Development no later than June for the following budget year.
4. Submit approved project plan to ARC Executive Director.
5. This process and approval can be embedded in the annual budget process; if not steps 1 through 4 must be followed.

ACs are **not** authorized to sign grant proposals, award acceptance documents or contracts that imply indebtedness by nature of service or purpose. The ARC Executive Director, or his or her designee, must review and, if pursuant with the mission, vision, and values of ARC, sign the aforementioned documents.

The ARC Executive Director is the official contact for all fundraising activities due to our nonprofit IRS reporting requirements for restricted purpose assets. The ARC administrative offices address (8061 Densmore Avenue N, Seattle, WA 98103) or the Executive Director's email address should be used for all official correspondence with donors. Current audit standards require a centralized record of all donations more than \$1,000. This includes when a donor is sending a donation check or grant payment. ARC will deposit the payment to the correct AC account and forward copies of all correspondence to the appropriate AC upon receipt. If official correspondence is sent to the AC, it should be forwarded to the ARC Executive Director for processing.

ARC will work with the awarded AC to comply with contract requirements of all grants or benefits to sponsors. This includes filing a timely report according to the donation acceptance letter and approved budget; reconciling grant financial reports with supporting accounting records; and preparing, reviewing and receiving approvals by the authorizing party.

ARC will provide written notification when grant provisions or related regulations require amending or creating policies and procedures to comply with a SPR or donor request if possible. ARC will meet regulatory requirements related to Human Resources policies and practices regarding hiring and wages. ARC follows the grantor's requirements when using or disposing of equipment purchased with grant funds.



ARC can provide reasonable assurance that consistent treatment is applied in the distribution of charges. Only funder approved charges shall be levied against grants.

If there is an award or grant with a matching requirement, levels of effort and earmarking limitations, the

Executive Director or designee will monitor activities to ensure that

1. Requirements and limitations were met.
2. Amounts claimed or used for a match were determined in accordance with applicable laws, regulations, or donor requirements.

ARC assesses an administrative fee on all successful fundraising activities of 3% of the total award. This cost should be included in all fundraising plans and project budgets.



## **Advisory Council Background**

Since 1976, The Associated Recreation Council (ARC), in partnership with Seattle Parks and Recreation (SPR), serves Seattle by offering a variety of recreation and lifelong learning programs, classes, and activities. ARC is a non-profit, 501(c)(3) that provides activities that are fun, culturally diverse, open and welcoming to all communities in Seattle. To best serve each unique Seattle community, ARC supports 36 advisory councils. ARC is funded primarily by participant fees but also receives grants and funding from other sources. SPR does not fund ARC but does provide facilities, equipment, and technology support to ARC.

### **Advisory Councils**

- were created to support and represent their communities and to advocate for the success of local and citywide recreation services for all people.
- are a liaison between Seattle Parks and Recreation, ARC, and their Seattle communities.
- are a voice for the interest of the community but do not manage facilities, programs, or staff.

Advisory Councils usually meet monthly (at least 8 times per year) and follow approved bylaws and procedures. This includes record keeping of meeting minutes, financial oversight, and working in partnership with ARC, the community, recreation staff, and Seattle Parks and Recreation. Each Advisory Council has an Operating Agreement with ARC and a set of Bylaws that governs each Advisory Council.

Advisory Council meetings are attended by the Advisory Council members, site or program staff and SPR staff. Advisory councils cannot take binding votes without an SPR representative so that fully informed decisions can be made. Meetings are open to the public; however, attendees must follow meeting guidelines and agenda as managed by the President of the Advisory Council.

## **Advisory Council Relationships**

- **Community Representation.** Council members need to live in or be involved with the neighborhood or activities of the Advisory Council. Members need to be aware of and represent community needs and ensure that voices from the community are heard.
- **Seattle Parks and Recreation.** Has a Master Services Agreement with ARC to offer recreation and lifelong learning opportunities to an increasing number of residents and, improve connections to neighborhoods and communities. SPR sites and facilities where ARC offers programs and services are owned and operated by SPR. Advisory Councils represent the community to SPR.
- **ARC.** ARC is responsible for oversight and recommending members for appointment for each AC. ARC employs and manages staff to offer



recreational and lifelong learning opportunities, the Advisory Council's provide guidance and recommendations to ARC.

- **Community Center Staff.** SPR supervises their community center staff. ARC staff are supervised by ARC and work in conjunction with SPR. Advisory Councils do not supervise staff.
- **ARC Board of Directors.** This is the governing body of ARC—they delegate day to day operations to ARCs Executive Director and ARC staff.

### **Advisory Council Activities**

Annual:

- Budget Recommendations
- Program Recommendations
- Elect Officers

Quarterly

Review of Budget and Programs

Ongoing:

- Volunteer in support of site events and activities
- Act as a liaison between community, ARC, Seattle Parks and Recreation Staff, and ARC Staff
- Make budget adjustments (line item, moving funds within approved budget)
- Recommend site improvements to SPR and ARC
- Recruit and recommend new members
- Provide feedback to ARC
- Solicit community input on Programs and Programming effectiveness
- Support ARC and site fundraising activities

### **Advisory Council DO NOT:**

- Supervise ARC staff
- Supervise Seattle Parks and Recreation Staff
- Sign documents obligating ARC to any payments or contractual obligations
- Spend ARC funds without approval or appropriate funds requisition process.
- Voting on issues without a quorum and SPR staff present.





## **Advisory Council Obligations**

**Site Programs** In cooperation with ARC and Department Site staff, the Advisory Council will:

- Provide input to annual site program offerings and activities.
- On a quarterly basis, make recommendations to ARC for amendments to the budget regarding the purchase and acquisition of program-related supplies and materials for Site Programs.
- On a quarterly basis, review evaluations of programs and services at the Site and recommend program changes to ARC and Department Site Staff
- Regularly provide ARC with input on system-wide financial and programmatic issues.

**Financial Oversight** (transparent stewardship of public funds).

- As part of the annual planning and budget development efforts, work with SPR staff to propose fees to be charged for site programs that will sustain a positive budget result.
- In cooperation with ARC and Department Site staff, prepare a draft operating budget for the programs and activities at the Site. ARC provides a template and process for budget recommendations.
- Monitor monthly financial reports provide by ARC and in cooperation with SPR staff provide feedback regarding any discrepancies between reports and the final Site budget.
- Provide input as requested on potential capital improvements (Site Facilities), as requested by ARC or the Department.
- Follow ARC procedures for financial reimbursement requests, including signatures on forms and timely submission of forms.
- Any recommended budget increases greater than \$5,000 must follow requisition process outlined by ARC.

**Site Facilities and Maintenance**

- Advise Department site staff of maintenance needs.
- Make recommendations to ARC regarding improvements or changes to site facilities or maintenance concerns.

**Marketing** From time to time, ARC may request the Advisory Councils to:

- Evaluate ARC marketing of site programs and services
- Work with ARC to provide marketing for specific programs offered at the Site.

**Development/Fundraising**

- Cooperate with ARC to seek grants or other contribution in support of the site.
- Notify the ARC Executive Director regarding an intent to apply for a grant, solicit donations, or request corporate sponsorship. Notification must be in writing and follow specific steps outlined by ARC with advance notice in order to adequately assess the proposal.



- Advisory Councils are not authorized to sign grant proposals, award acceptance documents or contracts, or obligate the Site or ARC to any financial agreements.

#### **Recruiting new members for Advisory Councils**

Each Advisory Council may have a Nominations Committee which will recruit and recommend candidates for membership in the Council. Advisory Councils without a Nominating Committee can recommend new members. Advisory Councils vote to recommend members to ARC. The recruit must complete a specific application process. Advisory Council members should reflect a diversity of perspective and creativity to assure that a spectrum of community interest is reasonably represented. Members generally cannot be employed by ARC, SPR, or work for a company who could benefit from decisions made by the AC. All members must become SPR registered volunteers. The final appointment of new members to Advisory Councils is made by ARC in conjunction with SPR. The Advisory Council Application is included at the end of this document.



## **Top Terms for Advisory Councils**

**Advisory Councils:** They were created to lessen the burdens of government by facilitating communication and cooperation among neighborhood citizens, institutions, and special interest groups to assist ARC and SPR in meeting public recreational needs. Ideally, they consist of seven members and meet 8-10 times per year (usually monthly). Members are appointed by ARC in cooperation with Seattle Parks & Recreation for up to three-year terms. Members volunteer & participate in site activities, elect officers annually, recommend site programs, assist in drafting budgets, and work with ARC and Seattle Parks & Recreation to provide recreation and lifelong learning opportunities.

**ARC Code of Ethics.** There is a code of ethics by which each Advisory Council member is obligated to follow.

**Advisory Council Compliance Protocol.** As part of the Master Service Agreement with the City of Seattle, ARC is responsible for recognition of the Advisory Councils and appointment of council members. This includes chartering the Advisory Councils, developing an Operating Agreement and Bylaws for each Advisory Council and managing and coordinating Advisory Council activities (including orientation, training, and periodic workshops for Advisory Council members and budget preparation).

**Advisory Council Terms.** Each member has a term of up to three years on the Council. The Superintendent of SPR may appoint a member for a one or two-year term, if necessary. There is no limit on the number of terms served.

**Conflict of Interest.** SPR and ARC have guidelines to prevent “conflict of interest” situations that result from membership on Advisory Councils. Generally, you cannot be an employee or relative of an employee of ARC or SPR, you cannot have a business or work for a business that could benefit from a decision made by the council, or have a close relative serving on the same council. If you ever have a question or are concerned about a conflict of interest, please notify your Advisory Council and ARC.

**Fiscal Responsibility.** Advisory Councils work in conjunction with ARC and SPR to provide financial oversight in their respective location or activity. They make financial budget

recommendations to ARC but do not control funds. Advisory Council members do request funds for reimbursement within approved annual budgets. Advisory Council officers sign requisitions for funds by SPR when they are in approved budget.

**Fundraising.** ACs must follow ARC and SPR approved policies and procedures for fundraising activities, which includes applying for grants, soliciting cash donations, in kind donations or requesting corporate sponsorship. ACs are required to notify the ARC Development Director or their designee regarding their intent to apply for a grant, solicit donations, or request corporate sponsorships. This intent must be done in writing to ARC, please refer to specific procedures for this process.



**Master Agreement with City of Seattle.** Agreement that codifies (makes legal) ARC's relationship with the City of Seattle regarding the offering of recreation and lifelong learning programs, classes and activities.

**Quorum.** A quorum is defined as a majority of the Advisory Council members (51%) required for the Advisory Councils to vote on binding actions, such as a draft budget, line item changes or reallocations to budgets, electing officers, or recommending program changes. For example, if the AC has six or seven members, a quorum is four. If an AC has four or five members, a quorum is three. In addition, binding votes cannot occur without an SPR member present.

**Roberts Rules of Order.** This process governs parliamentary procedures which is set of rules for conducting meetings that allows everyone to be heard and make decisions without confusion. This is a time-tested method that can be adapted to fit the needs of any organization.

**Whistleblower Policy.** ARC has a whistleblower policy designed to protect those who report suspected violations of the code of ethics, laws, policies, and accountability. ARC has a policy to investigate these violations and protect the reporter from retaliation or adverse actions. Please review the full policy for specifics on reporting violations and protections.



## **Position Descriptions for Advisory Council Officers**

Each year, Advisory Councils elect four leadership positions for one-year terms. One person can hold two positions, except President and Secretary cannot be held by the same person.

**President.** The President presides over all meetings of the AC, including call to order, establishing quorums, ensuring proper voting on motions, ensuring an SPR member is present on binding votes, and following Advisory Council Bylaws. The President will follow the meeting agenda, keep to time schedules, and ensure that all voices are recognized at the meetings.

The President solicits input from the Community Center Coordinator or other appropriate staff and the Advisory Council to create each meeting's agenda. Agenda's and supporting materials should be sent out ahead of each scheduled meeting. The President ensures that meeting minutes are kept by the Secretary or designee and appropriate financial reports are provided by the Treasurer.

The President may sign authorizations to financial requests by other members or SPR staff. This is a "checks and balances" system to ensure funds are spent according the budget.

**Vice President.** The Vice President will assume the duties of the President if the President is unable to carry out those duties. The Vice President may be assigned other duties by the President or other members.

The Vice President may sign authorizations to financial requests by other members or SPR staff. This is a "checks and balances" system to ensure funds are spent according the budget.

**Treasurer.** The treasurer will obtain monthly Community Center financial reports from and provide them to the AC. The Treasurer should review the reports ahead of time and provide a summary of findings/information at the meeting. Any differences between the budget and actual spending should be noted in the minutes as well as background as to why this occurred.

The Treasurer may sign authorizations to financial requests by other members or SPR staff. This is a "checks and balances" system to ensure funds are spent according the budget.

**Secretary.** The Secretary will keep complete records of each meeting (including electronic voting) and committee reports, will provide notices of meetings, and provide minutes of each meeting to AC members and keep copies of all records at the community Center and send approved copies to ARC. The Secretary may sign authorizations to financial requests by other members or SPR staff. This is a "checks and balances" system to ensure funds are spent according the budget.





## **Cheat Sheet for Roberts Rules of Order**

*Robert's Rules of Order* is the standard manual used during a "parliamentary" meeting such as a board meeting. It is designed so that in every possible contingency you can think of, there's a prescribed way to handle it. Some nonprofit bylaws call out *Robert's Rules of Order* as the basis for running meetings.

The book was first published in 1876 by Henry Martyn Robert, a U.S. Army Colonel. And at times... well, you can tell it's based on the ideas of a nineteenth-century military man.

The entire set of rules is laboriously complex. As an elected official who sits on a legislative body that uses *Robert's Rules*, I have read a lot (but not all) of the book. And I can tell you, without a doubt, it's boring. I have met only one or two nonprofit board members who have even picked up a copy.

There is, thankfully, a "brief" version. It's still two hundred pages, but that's a lot shorter than the long one. Your nonprofit may wish to buy a copy of the short version and have it at the meeting, just to have around on the off chance you need it.

Despite how few people have read the book, *Robert's Rules of Order* is the standard basis for running meetings. If you've served on almost any board, you likely are familiar with the gist of it.

What is the point of this old-fashioned system? At its most basic, it prevents meetings of groups of people (including unions, political parties, clubs, and associations) from descending into chaos. It also provides a structural way to give a dissident a path to make their case or, at least, go on record as being against a measure.

### **PART I—Voting**

#### **Motions**

Here is an overview of how votes are taken under *Robert's Rules of Order*, especially as they are frequently used by small nonprofits:

First, someone makes a "motion." A board member could say, "I move to adopt the budget as presented."

The next step: Someone "seconds" the motion. This is what allows the board to consider something for a vote. (The board secretary should record the names of the originator of the motion and the second.) If no one chooses to second the motion (which is unlikely but possible), it's dropped, and nothing happens.

At this point the board discusses the motion. *No other business of the board can happen until the motion has been resolved.* (In *Robert's Rules of Order*—speak, the motion is considered "privileged.")

#### **Resolving Motions**

How is a motion resolved? Generally, by a vote.



After discussion, the board president will say, “Seeing no other questions or comments... all those in favor of the motion, please signify by saying ‘Aye.’” Then everyone in favor votes. “All opposed, please signify by saying ‘Nay.’” Then everyone against the motion votes. (The board secretary records the results.)

### **A note on abstentions**

*Sometimes a board president will say at this point, “Abstentions?” Someone who has a conflict of interest might voice their name here. Unless you have a specific reason for abstaining, you should vote for or against the motion and not sit it out. Even if you don’t like either option, voting is part of your job.*

In a small board meeting, this kind of voice vote is usually enough for the president and the secretary to tell whether a vote has passed, and who voted on which side. But sometimes it’s not clear. If either the president or the secretary is unsure, they should ask for a roll-call vote in which everyone gives their vote one at a time so there is no confusion.

The two results of the vote are simple to understand: a motion can be approved (the majority vote for it), or it can be defeated (the majority vote against it).

After votes have been counted, the board chair should say something like “The motion passes” or “The motion fails” for absolute clarity. No one should be in doubt about what happened.

Sometimes, though, a motion can be resolved without a vote if the board votes to “table” it, which means the board instead votes to postpone further consideration of the motion until a later meeting.

Technically, “tabling” a motion is not in Robert’s Rules of Order. The book has a different word for doing that. But “tabling” is so universally used that you may as well know it and expect its use.

## **PART II—Adaptations of Robert’s Rule of Order You will Likely Encounter**

In addition to “tabling” motions, nonprofits fudge on Robert’s Rules in some other ways you should be prepared for.

### **Discussion before a motion, not after.**

Almost all nonprofits will discuss a topic for a while before anyone actually makes a motion on it, as opposed to making the motion and then discussing it. The downside of this is that it’s easier to get onto other business unrelated to the topic. So many nonprofits do it, you should be prepared for it.

### **“Friendly amendments”**

There’s no such term in Robert’s Rules of Orders, but again: it’s common at board meetings of small nonprofits. Basically, it means that someone in favor of the motion suggests something that would improve the original motion or make it more palatable to someone who is not currently in support.



For example: “I’d like to suggest a friendly amendment, Bob. Where it says, ‘term limits are three years long,’ I’d like to suggest we add the phrase ‘renewable once.’” For some reason this is directed to Bob (the person who made the original motion in my example), and Bob can choose to accept it, or not.

This is workable shorthand for amending a motion. If there have been any amendments (friendly or otherwise) to a motion, the board president should always reaffirm the final text of the motion being voted upon before calling for the vote.

Those are the most common ways that *Robert’s Rules of Order* are used during a small nonprofit board meeting. Most likely you will never have to deal with anything beyond what’s above. But, it’s a good idea for a board to have a single copy of the rules (or the brief version) handy at meetings in case something more complex comes up.

### **PART III—Using Robert’s Rules of Order to Help You Make Meetings Better**

There are two useful tools *Roberts Rules of Order* gives board members that may help you during a meeting. They are rarely used, which means that many nonprofit board members may not know of them, but you may find that they help you get a meeting back on track.

#### **“Point of Information.”**

A motion is on the table. You can *always* ask for clarification on what is at stake and what a “yes” or a “no” vote means. If you want to do that, you say “Point of Information” and then ask your question. You may not actually need to say “Point of Information” in a regular meeting, but if things are contentious and you are legitimately asking for information (and not arguing under the guise of asking for information), you may want to preface your question with this. According to *Roberts Rules of Order*, it *has* to be addressed.

#### **“Call for the question.”**

If a debate is going on and on and on, you can “call for the question.” This forces the board to decide whether to continue debating or whether to just vote.

Here’s how it’s supposed to work: A vote immediately takes place on whether to continue discussion. If two-thirds of the board votes that they are ready to vote on the motion at hand, then voting on the motion takes place immediately.

### **PART IV—Have All Your Rules At The Meeting**

#### **The Rules**

It’s a good idea for a board to have a single copy of the rules (or the brief version) handy at meetings in case something more complex comes up.

#### **Your Bylaws Are Also Rules**

Keep in mind that your bylaws or board policies might have additional rules of procedure at a board meeting beyond what is spelled out in *Robert’s Rules of Order*. It’s confusing to have rules



in different places, and I would generally recommend against having something so specific in your organization's bylaws. But familiarize yourself with the bylaws to see if there are any extra rules of order



## Seven Tips for Handling Interruptions During Meetings

04 MAY 2015 - 14:41 HARVARD BUSINESS REVIEW

You invited all the right people, sent out an agenda in advance and got everyone's agreement on the process. But despite your diligence, your meeting is being hijacked. How should you handle a persistent interrupter?

- **Go in prepared:** people are less likely to disrupt a meeting if they feel like they had a hand in shaping it. Send out a proposed agenda ahead of time & ask your team for input.
- **Stay calm:** when someone interrupts or challenges you in a meeting, it's important to respond like a leader. Modulate your tone of voice and inflection. Be genuinely curious, rather than frustrated when you respond to the person who is interrupting.
- **Listen, validate, redirect:** don't be tempted to ignore the interruption and move on. Listen, then summarize the interrupter's points. Let's say, for instance, you're leading a meeting about new corporate initiatives, and your colleague, Bob, interjects with, "Why are we bothering to discuss this? We don't have money in the budget to execute these ideas."  
You should then say, "Bob, your point is that we don't have money in the budget for this. And that's a good point." Then restate the purpose of the meeting. You could say something along the lines of, "We have great minds in this room and the president of our company asked us to work together to come up with cost-efficient ideas; I am confident we can do it."
- **Probe further:** don't always rush to redirect the conversation. Your goal is not necessarily to move through the meeting agenda as quickly as possible. Ask your colleague to elaborate on his point; if you're still unsure how his point relates to the topic at hand, ask others at the meeting for help.
- **Be resolute and direct:** if a colleague persists in interrupting, is off on a tangent, or keeps on making the same point over and over, be direct and firm.
- **Use body language to take back control:** when your meeting is in danger of derailment because of insistent or hostile interrupters, you can take back control using body language and nonverbal communication, such as standing behind the interrupter while you speak.
- **Consider having a one-on-one conversation:** after a meeting filled with tense and numerous interruptions, you might meet with the interrupter. But don't argue. Pose questions and listen. Ask: what is your thinking on this issue? What would you like done differently? What's important to you?





## Template for Advisory Council Meetings

*Date, Location*

<u>TOPIC</u>	<u>WHO</u>	<u>TIME</u>
<b>Call to Order (ensure quorum is present)</b>	Council President	7:00
<b>Guest Introductions (if any)</b>	Council President	7:05
<b>Consent Agenda or Meeting Minutes &amp; Financial Report</b>	Secretary/Treasurer	7:10
<ul style="list-style-type: none"> <li>Consent Agenda includes minutes from last meeting, committee reports, and financial statements if there are no questions.</li> <li>This is predicated on the Advisory Council reviewing the minutes &amp; financials PRIOR to the meeting and providing changes &amp; asking questions.</li> <li>Council vote to approve consent agenda.</li> </ul>	<b><i>(If there is no Consent Agenda, then Meeting Minutes &amp; Treasurer's Report are separate Topics for council action.)</i></b>	
<b><u>Old Business, New Business, or Updates</u></b>	Council President Project Committee Chair SPR Staff Center Coordinator	7:10-8:15
<ul style="list-style-type: none"> <li>Specify council action to be taken such as discussion or council vote.</li> <li>Specify questions that will assist with Council discussion. What do you want the Council to discuss or decide? E.g., How can we recruit new AC members? Approve draft budget. What are the factors contributing to being over budget? What new programs do we need to add? Who could we partner with?</li> <li>Budget review—identify discrepancies &amp; why? Program registration updates?</li> <li>Restate motion if needed, (after it has been moved &amp; seconded, engage in discussion, then vote on motion)</li> </ul>	<b><i>(Solicit input from Council members on new business, use Advisory Council Calendar to identify topics for discussion or action at each council meeting)</i></b>	
<b><u>Restate and review action items.</u></b>	Council President	8:20-8:25
<ul style="list-style-type: none"> <li>Restate items that Council members agreed to</li> <li>Make sure this list is included in the minutes and sent to Council members right after the meeting</li> </ul>		
<b><u>Reflection of Meeting</u></b>	Council President	8:25-8:30
<ul style="list-style-type: none"> <li>Did we cover business that we intended?</li> <li>Were all voices heard?</li> </ul>		
<b><u>Adjourn Meeting</u></b>	Council President	8:30

**Attachments:** Most recent Advisory Council Meeting minutes, Financial reports (Budget, YTD monthly or quarterly reports), Committee Reports, Draft of any Policy or Document presented for Council Approval, Post-Project Reports/Information.

**Next Meeting:** Date, 3:00 PM – 4:30, Location



## **Compliance with the Public Records Act:** **Meeting Minutes and RCW 42.45**

It is the responsibility of each Advisory Council to hold at least 8 monthly, public meetings each year. During this public meeting, minutes must be recorded by the Secretary or other council member in order to comply with the Washington State Public Records Act (RCW 42.45).

Here is a simple guide to assist your council in meeting the requirements of the Public Records Act. Please get in touch with your Field Supervisor if you have any questions.

1. Take minutes at your monthly public Advisory Council meeting.
2. The minute taker, typically your Secretary, types up the minutes from the meeting and brings copies to the following AC meeting for revisions and acceptance of the minutes through a vote.

Remember that a quorum must be present to take a binding vote. If a quorum is not present, the acceptance of the minutes becomes unfinished business to be attended to at the following meeting.

3. Once the minutes are approved, one copy is printed and placed in the “Minutes” section of your AC binder, which is kept onsite at the Seattle Parks and Recreation facility.

4. Send an electronic copy of your minutes to your ARC Field Supervisor who will read and review the minutes. If the minutes are approved, your Field Supervisor will store them electronically at the ARC central office.

- If the ARC Executive Director determines that something is inappropriate for public record based on the Field Supervisor’s review, the minutes will be updated and sent back to the Advisory Council to be reviewed and approved at the next meeting with a quorum vote and recorded in the minutes for that meeting.

5. If someone comes into the Seattle Parks and Recreation facility to request a copy of the minutes, please make a copy and distribute to the requestor. If the site has electronic copies, they may distribute the minutes electronically. If ARC receives the request, ARC staff will send electronically or via postal mail.



## Advisory Council Sample Minutes

**Title: Specialized Programs Advisory Council**

Meeting: February 13, 2007 Meeting

Members Present: Terry, Sabrina, Jay, Frank, Shirley

Staff Present: David, Michael, Juli, Tori, Holly

ARC Representative: Kiki—not present

Guest: None

Not Present: Tebby, Chuck

Item/Topic	Activity & Discussion	Outcome	Follow-up
Call to Order	6:35	Quorum	
Minutes	Presented	Shirley moved, Jay seconded to approve minutes, motion passed	
Financial Report	Discussion Key issues: <ul style="list-style-type: none"> <li>• Total Assets look for 2006</li> <li>• New budget from ARC is coming soon</li> <li>• David (staff)—we are usually 20% under until summer camp. Camp is about 50% of budget.</li> <li>• Remember—90% of budget is staff.</li> </ul>	Terry moved, Frank seconded to approve financial reports, motion passed	Jay/Terry/David
<b>Old Business</b>			
A. Membership	Discussion on how to attract more board members & younger participants. <ul style="list-style-type: none"> <li>• Focus on recruiting people with younger children to grown in service to the board</li> <li>• What promotional literature do we have?</li> <li>• Staff have recruiting new members in their work plan.</li> </ul>		Terry/Michael/Juli/Tori
B. Budget	1. As of Dec. 06, there was \$890 outstanding in private pay and \$617.21 outstanding from DDD. <ul style="list-style-type: none"> <li>• Staff has worked on getting payment with calls.</li> <li>• Council concerned that this is a long time since the end of camp and we still haven't received payments. Staff suggested that there be a clear</li> </ul>	Michael to present draft camp payment policy at March meeting	David/Michael



	<p>payment policy and present a draft policy at next meeting.</p> <p>2. (David) Year-end status GF &amp; ARC</p> <ul style="list-style-type: none"> <li>GF was 8% (\$37,000) over budget because of retirement benefit payout &amp; drop in programs needed additional staff. We can make mid-year adjustment with rationale.</li> <li>People are frustrated that they are waitlisted for programs.</li> </ul> <p>3. Banner Decision—Discussed at last meeting—need to purchase banner to show program sign-up dates. Money in budget</p>	<p>Terry moved, Shirley seconded to purchase banner, motion passed.</p>	<p>Michael/Juli will order banner</p>
A. Updates	<p>1. Introduction of new Coordinator, Michael. Started in January, have an MS in Human Development. Discussion of position and approach. Goals and approach—holistic. Learning about all the programs.</p> <p>2. Introduction of new Rec Leader, Molly. Degree in Recreational Therapy from WWU.</p> <p>3. Update on City Council final decision and where to go from here regarding possible SLI. Staff are tabulating database.</p>	<p>SLI draft goes to Michelle F. first on March 11<sup>th</sup>. City Council deadline is May.</p> <p>New Data Maps</p>	
<b>New Business</b>			
A. Programs	<p>1. Winter 2007 Programs:</p> <ul style="list-style-type: none"> <li>Sweetheart Dance, 100 attending</li> <li>Basketball team took another gold medal, in state tournament. Need extra money, \$2,480 for transportation (mini-bus) or large coach w/ driver is \$1200. Need to decide so it can be booked. There is some Opportunity Fund money that may be used. Let's talk to Bill about this.</li> <li>NW Adaptive Sports. National basketball tournament at West Seattle HS, Feb. 23-24. Still need volunteers. Expect 300 kids.</li> </ul>		<p>March Mtg.—Police Officers event, Special Olympics Partnership, UW MBA program</p> <p>Terry will talk to Bill.</p>



			Still need volunteers.
B. Partners	1. Set Meeting Date with Community Centers.		Terry/Michael set up meetings at Delridge, Meadowbrook, Rainier Beach, Southwest, Northgate, Miller, Magnolia
C. Fundraiser	1. Entertainment Book 2007, sales were \$1,050 2. Calendars 2007, \$325, 27 left 3. Calendars for 2008? <ul style="list-style-type: none"> <li>• Need to find a new printer</li> <li>• Sponsorships—no advertisers this year</li> <li>• Need to clarify sponsorships \$ costs</li> <li>• Leftovers can be used as marketing</li> </ul>	Need further discussion on calendar sponsorships.  David will clarify.	Tori/Juli
D. ARC	1. Discussion on ARC Opportunity Fund Grant. There is \$5,000 for equipment. Should we be looking at other grant options?  Staff thinks Grants are a lot of work and don't want to go in that direction (monitor and reporting back to sponsors). Unless one grant really fits into some current programming, don't want to ask for more work for staff.		
Adjournment	7:50 PM		
Next Meeting	March 14, 2007 at 6:30 PM Specialized Programs Office, 8061 Densmore Ave. N, Seattle, WA 98103		





## **Meeting Ground Rules**

These rules will help to improve meeting productivity and inspire a culture of teamwork.

1. **Begin and end on time.** We will start and stop the meeting at the scheduled time.
2. **We are all equal in this meeting—each of us will participate regardless of position.**
3. **Stay on subject and follow the agenda.** We will focus on driving towards the meeting's stated purpose.
4. **No single person dominates, and we will speak one at a time.**
5. **Listen to understand, not to contradict.** We will respect the views of others, suspend judgments, and check our understanding by asking questions. One of the late Steven Covey's Seven Habits was "Seek first to understand, then to be understood."
6. **Constructive, honest debate is desirable.** The objective of most meetings is not quick and unanimous agreement but getting something accomplished, a decision made or a problem solved. We will tap into the wisdom of the group.
7. **Silence is agreement.** "Speak now or forever hold your peace."
8. **Attack problems, not people.** Stay focused on and debate issues, problems and solutions, not people.
9. **Each of us will be heard but that doesn't mean each of us will get what we want.**
10. **It's okay to disagree but once we decide, that's it.** We will support the group's decisions.





### **ARC Advisory Council Annual Meeting Calendar**

January:	Quarterly review of programs
February:	Review approved budget
March:	Nominating committee appointed
April:	Fundraising Event
May:	Quarterly review of programs
June:	Vote on new members, Vote on new officers
July:	No meeting
August:	No meeting
Sept:	Begin draft budget process, Quarterly review of programs
October:	Finalize draft budget and programs and submit to ARC, Fall Celebration Event
November:	Quarterly review of Program
December:	No meeting, Holiday Event



## **Best Practices When Speaking at City Council Meetings**

Nearly every Council meeting includes a public comment section, where anyone can sign up to speak. If you plan to speak at a Council meeting, here are some things that you need to know:

1. The sign-up sheet is placed at the front of the room or in the lobby just outside the Council chambers fifteen minutes before the start of the meeting. You will be called on in the order that you and others signed up.
2. In most cases, you will have two minutes to speak. If a large number of people sign up, sometimes that is cut to one minute to allow more people to speak. There is a countdown clock at the front of the room that is visible to you when you speak, and when it runs out the microphone is turned off.
3. Officially the entire public comment period is limited to 20 minutes, but it is often extended if many people have signed up. However, the Council does eventually need to conduct business, so they can't let public comment run all day. Don't be surprised or offended if they decide to close it and move on with the agenda at some point; it's not personal. If you want to speak on a controversial issue where you expect there will be a large number of speakers, get there early so you can be toward the front of the list.
4. Identify yourself by name, affiliation, and residence. For instance: *"I am Jane Smith, Advisory Council member at Garfield Community Center and I live in the Central District."* Have your remarks prepared in advance, and make sure they fit in the allotted time. Concisely state your main point up front, then explain it, so that you don't run out of time before you can get your main message across.
5. Be polite, don't curse, and don't personally attack Council members. If you are disruptive or offensive they will cut off your microphone, possibly remove you from Council chambers, and potentially ban you from returning for a period of time.
6. Public comment isn't a numbers game; the Council members know that the number of people who show up at a meeting to speak doesn't necessarily correspond to the number of Seattle residents who agree with any particular commenter(s). They are more interested in hearing a range of views than in counting people for or against an issue. To that end, don't repeat what other people have said; tell the Council members the things they haven't yet heard.
7. Usually, public comment is at the beginning of a meeting, and especially if a vote is to be taken. Occasionally if a meeting is informational only and no vote is scheduled, public comment will be at the end in the hope that the presentation and discussion will inform public commenters as well.



## **Use of Electronic Communication by ARC Board and Advisory Councils**

Washington state law (RCW 24.03.085, effective June 10, 2004), permits corporations formed under Washington's Nonprofit Corporation Act (the "Act") to use electronic communication for notices, consents, waivers, and other corporate acts.

Because technology advances at a rapid pace, the Act does not refer to the "Internet," "websites," or "email." Instead, the amendments define "electronic transmission" as a communication not directly involving the physical transfer of a record in a tangible medium, in a communication that may be retained, retrieved, and reviewed by the sender and the recipient thereof, and that may be directly reproduced in a tangible medium by a sender and recipient.

### **Highlights of what the law permits**

- Directors and members may now receive notices of meetings by electronic transmission, if they consent to do so.
- Members may now receive notices of meetings by fax.
- Where permitted by an organization's bylaws, members may conduct elections by mail or by electronic transmission. The corporation must set forth in a record accompanying the meeting notice the name of each candidate and the text of each proposal to be voted upon, and designate an address, location or system to which the member may electronically transmit the ballot.
- Corporations may give notice of a meeting by posting notice on an electronic bulletin board or website if the corporation delivers a separate record of the posting, with details on how to access the posting, to the members or directors who are invited to attend the meeting.
- For membership organizations that permit voting by proxy, members may submit electronic proxies.
- Directors and members may use electronic transmissions to execute written consents, rather than a manual signature, provided that the transmission provides sufficient information to determine the sender's identity.

### **What the law does not permit**

The new law does not change underlying substantive principles regarding board meetings and the need for directors to discuss any issues where there is not unanimous agreement. Specifically:

- Directors may not vote by proxy.
- An "email" vote by directors that is not unanimous is not a valid action of the board.

A quorum of directors must be present to hear one another's views at a meeting or telephone conference; or directors may act by unanimous written consent, including unanimous consents by email.



### **Prior consent to receive electronic transmissions and other protections**

The amendments incorporate a variety of protections regarding the use of electronic communication. Organizations, directors and members are not required to use electronic communications.

Members and directors must consent to receive electronically transmitted notices and must provide direction on the address to which such transmission should be sent and the format in which it must be transmitted. Without such prior consent, electronic notice is not effective. A member or director may revoke his or her consent at any time. The consent is presumed revoked if there is a failure to transmit two consecutive notices and the person responsible for transmitting the notice is aware of the failure. If the corporation inadvertently does not treat such a failure as a revocation, however, the corporate action is not invalidated.

The definition of “electronic transmission” has safeguards as well. A record is not electronically transmitted within the meaning of the Act unless both the sender and the recipient can retain, retrieve, review and reproduce the communication.

# ADVISORY COUNCIL MEMBERSHIP CANDIDATE PROFILE APPLICATION FORM

<b>Recreation Facility:</b>		<b>Date:</b>	
<b>Applicant Name:</b>			
<b>Address:</b>		<b>City:</b>	<b>Zip:</b>
<b>Home Phone:</b>	<b>Fax:</b>	<b>e-mail:</b>	
<b>Work Phone:</b>	<b>Employer:</b>	<b>Job Title:</b>	

Within the last year have you or your family participated at \_\_\_\_\_? ☐ YES ☐ NO

If yes, please check those that apply:

☐ Classes    ☐ Sports    ☐ Special Events    ☐ Day Camps    ☐ Renter    ☐ Volunteer

Have you participated at any Community Center in the following capacities?

☐ Advisory Council Member:    When \_\_\_\_\_ Where \_\_\_\_\_

☐ Volunteer:    When \_\_\_\_\_ Where \_\_\_\_\_

What generated your interest in becoming a \_\_\_\_\_ Advisory Council member?

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Please list the skills, abilities and interests you possess which you are willing to use on behalf of the Advisory Council? (Please attach a resume if available)

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Are there other organizations you are involved with or affiliations you have which could be potential partners with the Advisory Council? ☐ YES ☐ NO, if yes please list them below.

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Additional Comments: Please use back of form

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*Official Use Only*

<b>Approval Routing:</b>		<b>Approval Validation</b>	
AC Chairperson _____	Date _____	<input type="checkbox"/> YES	<input type="checkbox"/> NO
Facility Supervisor _____	Date _____	<input type="checkbox"/> YES	<input type="checkbox"/> NO
ARC Exec Director _____	Date _____	<input type="checkbox"/> YES	<input type="checkbox"/> NO
Manager _____	Date _____	<input type="checkbox"/> YES	<input type="checkbox"/> NO
Division Director _____	Date _____	<input type="checkbox"/> YES	<input type="checkbox"/> NO
Superintendent _____	Date _____	<input type="checkbox"/> YES	<input type="checkbox"/> NO

Route: Manager for filing and distribution

Attachment:    **Volunteer Packet** - Volunteer Service Agreement (B-32), Consent to Release (E18-5)  
Applicant Disclosure (E18-6), WSP Form (ARC version)



# Volunteer Registration and Service Agreement

<b>Instructions: Print or Type Responses</b>		<b>Mark with "X" where appropriate</b>																															
1. Legal Name: <i>(first, middle, last)</i> _____  Nickname: _____		3. Preferred Phone : _____  cell: _____																															
2. Date of Birth: _____		4. E-mail _____																															
5. Street address: <i>(include apartment number)</i>	6. City:	7. State:	8. Zip:																														
9. Emergency Contact Information ( Name , Phone Number, and Relationship)																																	
10. Is there any other pertinent information that we should know about you?																																	
11. At which facility/park would you like to volunteer?		11. If you represent a group provide the name																															
12. Indicate the type of volunteer work you are interested in: <table border="1"> <thead> <tr> <th>General</th> <th>Parks Maintenance</th> <th>Recreation:</th> </tr> </thead> <tbody> <tr> <td><input type="checkbox"/> docent</td> <td><input type="checkbox"/> ecological restoration</td> <td><input type="checkbox"/> coach</td> </tr> <tr> <td><input type="checkbox"/> computer work</td> <td><input type="checkbox"/> GSP Forest Steward</td> <td><input type="checkbox"/> mentoring</td> </tr> <tr> <td><input type="checkbox"/> special event assistance</td> <td><input type="checkbox"/> Friends of Site Leader</td> <td><input type="checkbox"/> before/after school program</td> </tr> <tr> <td><input type="checkbox"/> office work</td> <td><input type="checkbox"/> ongoing Steward</td> <td><input type="checkbox"/> sports programs</td> </tr> <tr> <td><input type="checkbox"/> writing (grants, newsletters)</td> <td><input type="checkbox"/> 1 time only project</td> <td><input type="checkbox"/> pool assistance</td> </tr> <tr> <td><input type="checkbox"/> mailings</td> <td><input type="checkbox"/> trail maintenance</td> <td><input type="checkbox"/> day camps</td> </tr> <tr> <td><input type="checkbox"/> graphic arts</td> <td><input type="checkbox"/> off leash program</td> <td><input type="checkbox"/> arts/crafts programs</td> </tr> <tr> <td><input type="checkbox"/> facility upkeep</td> <td><input type="checkbox"/> litter clean up</td> <td><input type="checkbox"/> late night program</td> </tr> <tr> <td colspan="3"><input type="checkbox"/> <b>Other:</b> please indicate: _____</td> </tr> </tbody> </table> Availability _____  				General	Parks Maintenance	Recreation:	<input type="checkbox"/> docent	<input type="checkbox"/> ecological restoration	<input type="checkbox"/> coach	<input type="checkbox"/> computer work	<input type="checkbox"/> GSP Forest Steward	<input type="checkbox"/> mentoring	<input type="checkbox"/> special event assistance	<input type="checkbox"/> Friends of Site Leader	<input type="checkbox"/> before/after school program	<input type="checkbox"/> office work	<input type="checkbox"/> ongoing Steward	<input type="checkbox"/> sports programs	<input type="checkbox"/> writing (grants, newsletters)	<input type="checkbox"/> 1 time only project	<input type="checkbox"/> pool assistance	<input type="checkbox"/> mailings	<input type="checkbox"/> trail maintenance	<input type="checkbox"/> day camps	<input type="checkbox"/> graphic arts	<input type="checkbox"/> off leash program	<input type="checkbox"/> arts/crafts programs	<input type="checkbox"/> facility upkeep	<input type="checkbox"/> litter clean up	<input type="checkbox"/> late night program	<input type="checkbox"/> <b>Other:</b> please indicate: _____		
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13. Valid/Current State Driver's License <input type="checkbox"/> Yes <input type="checkbox"/> No # _____ State _____ CPR <input type="checkbox"/> Yes <input type="checkbox"/> No First Aid <input type="checkbox"/> Yes <input type="checkbox"/> No																																	

## Matching Gift Program

Does your employer match volunteer hours? Volunteers can give time AND monetary donations to Seattle Parks and Recreation through employee matching programs! Your employer may be one of many local businesses that match volunteer hours. ☐ Yes ☐ No ☐ Unsure Company name: \_\_\_\_\_

Volunteers are not considered to be City of Seattle employees for any purposes. Injury compensation is provided as described in the Service Agreement. Volunteer service is considered to be creditable work experience. The data furnished on this form is furnished voluntarily and will only be used to contact, interview and place volunteers in their work assignment.

## SEATTLE DEPARTMENT OF PARKS AND RECREATION

### I. SERVICE AGREEMENT FOR PARKS AND RECREATION VOLUNTEERS

The City of Seattle, acting by and through its Department of Parks and Recreation (called the "Department" herein,) and \_\_\_\_\_ (called the "Volunteer" herein,) agree as follows:  
(print legal name)

1. The Department shall:
  - a. Provide the Volunteer with such training, supervision, staff support, work space, and materials as the Department deems necessary to enable the Volunteer to perform his/her donated support services.
  - b. Provide the Volunteer insurance for an injury incurred while volunteering, for claims arising out of the Volunteer's service as a registered Volunteer. **This coverage** is secondary to any other insurance the Volunteer may have.
  - c. Appear and defend a claim or lawsuit made against the Volunteer personally arising in the scope and course of carrying out an assignment as authorized by Seattle Municipal Code 4.64.100.
2. The Volunteer shall:
  - a. Abide by and conform to Department policies relative to appearance, discipline, behavior, attendance, caliber of work and written and oral directives.
  - b. Be personally responsible for prompt and accurate recording of his/her hours of actual work in the format provided by the Department. Failure to do so may result in loss of benefits.
  - c. Notify the Department when circumstances dictate termination of his/her volunteer service if prior to the date agreed upon.
  - d. Indemnify and hold the City of Seattle free and harmless from all liability arising out of any and all claims, demands, losses, damages, action or judgments of every kind and description which may occur to or be suffered by the Volunteer by reason of activities arising out of this agreement, except as stated in 1c above.
3. This agreement will be terminated upon written notice by either party to the other.

Volunteer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Parent's signature or guardian if under 18 \_\_\_\_\_ Date: \_\_\_\_\_

### II. DEPARTMENT

Supervisor Signature: \_\_\_\_\_

Supervisor Title: \_\_\_\_\_

Volunteer Position: \_\_\_\_\_ Position Location: \_\_\_\_\_

Recreation Volunteers Return to:

Staff at the Recreation Center where you will  
volunteer

Parks Volunteers return to:

Volunteer Programs, MS#25  
Seattle Parks and Recreation,  
4209 W. Marginal Way SW  
Seattle, WA 98106  
206-684-8028





## Associated Recreation Council

8061 Densmore Avenue North  
Seattle, WA 98103

### CONSENT TO RELEASE INFORMATION AND RELEASE FROM LIABILITY

To Whom It May Concern:

I am an applicant for a position with Associated Recreation Council. I understand that the Washington Child/Adult Abuse Information Act, Chapter 486, Laws of 1987, requires this agency to investigate my personal history to evaluate my qualifications to hold the position(s) for which I applied. Therefore, I authorize Associated Recreation Council to gather all pertinent information regarding my personal history, including information which may be of a confidential or privileged nature.

I consent to your release of any and all public and private information in three areas:

1. **civil adjudications:** a specific court finding of sexual abuse or exploitation or physical abuse in a dependency action(s) or in a domestic relations action(s);
2. **conviction record:** criminal history record information relating to certain crime(s) against persons; and
3. **disciplinary board final decisions:** Department of Licensing finding(s) of physical and sexual abuse or exploitation of a child.

I request your cooperation in supplying this information to Associated Recreation Council on behalf of \_\_\_\_\_.

I hereby agree to release you and those who supplied you with information of any kind, your company or organization, the City of Seattle and its employees, Associated Recreation Council and its employees from any liability for any damage which may result from furnishing the requested information.

\_\_\_\_\_  
*applicant's signature*

\_\_\_\_\_  
*date*

\_\_\_\_\_  
*applicant's name (print)*

\_\_\_\_\_  
*address*

\_\_\_\_\_  
*date of birth*

\_\_\_\_\_  
*city, state and zip*

**Associated Recreation Council**

8061 Densmore Avenue North

Seattle, WA 98103

**APPLICANT DISCLOSURE  
PURSUANT TO CHAPTER 486. LAWS OF 1987**

Location \_\_\_\_\_

Supervisor \_\_\_\_\_

Social Security No. \_\_\_\_\_

Answer YES or NO to each listed item. If the answer is YES to any item, explain in the area provided, indicating the charge or finding, the date and the court(s) involved.

1. Have you ever been convicted of any crimes against persons as defined in Section 1 of Chapter 486, Laws of 1987, and listed as follows: Aggravated murder; first or second degree murder; first or second degree kidnapping; first, second, or third degree assault; first, second or third degree rape; first, second, or third degree statutory rape; first or second degree robbery; first degree arson; first degree burglary; first or second degree manslaughter; first or second degree extortion; indecent liberties; Incest; vehicular homicide; first degree promoting prostitution; communication with a minor; unlawful imprisonment; simple assault; sexual exploitation of minors; first or second degree criminal mistreatment?

ANSWER \_\_\_\_\_

IF YES, EXPLAIN BELOW.

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2. Have you ever been found in any dependency action under RCW 13.34.030(2) (b) to have sexually assaulted or exploited any minor or to have physically abused any minor?

ANSWER \_\_\_\_\_

IF YES, EXPLAIN BELOW.

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3. Have you ever been found by a court in a domestic relations proceeding under Title 26 RCW to have sexually abused or exploited any minor or to have physically abused any minor?

ANSWER \_\_\_\_\_

IF YES, EXPLAIN BELOW.

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4. Have you ever been found in any disciplinary board final decision to have sexually abused or exploited any minor or to have physically abused any minor?

ANSWER \_\_\_\_\_

IF YES, EXPLAIN BELOW.

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Pursuant to RCW 9A.72.085, I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Applicant Signature \_\_\_\_\_

Date and Place \_\_\_\_\_

Witness \_\_\_\_\_



**WASHINGTON STATE PATROL**  
Identification and Criminal History Section  
PO Box 42633  
Olympia WA 98504-2633  
(360) 705-5100  
<https://watch.wsp.wa.gov>

**REQUEST FOR CONVICTION CRIMINAL HISTORY RECORD (RCW 10.97)**

**INSTRUCTIONS:** PLEASE COMPLETE THIS FORM WHEN REQUESTING **CONVICTION** CRIMINAL HISTORY RECORD INFORMATION FROM THE IDENTIFICATION AND CRIMINAL HISTORY SECTION. MAIL REQUEST TO ADDRESS NOTED ABOVE WITH \$35.00 CHECK OR MONEY ORDER OR COME TO OUR OFFICE AT 3000 PACIFIC AVENUE, OLYMPIA, WA. **NOTE: IT MAY TAKE 7 TO 14 BUSINESS DAYS FOR RESPONSE WHEN MAILED. FOR AN IMMEDIATE RESPONSE, ACCESS OUR WEB SITE LISTED ABOVE TO CONDUCT YOUR CRIMINAL HISTORY REQUEST FOR \$10.00 USING A CREDIT CARD.**

**NOTARIZED LETTERS ARE AN ADDITIONAL \$5.00 PER NOTARY SEAL** \_\_\_\_\_ **Notarized Letter(s)**

NOTE: The requested record information is furnished solely on the basis of name and/or description similarity with the subject of your inquiry. Positive identification or non-identification can only be effected upon receipt of fingerprints. Applicant may be advised of inquiry.

**A SUBJECT INFORMATION:** (Please type or print clearly)

Applicant's Name: \_\_\_\_\_  
Last First Middle

Alias/Maiden Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Sex: \_\_\_\_\_ Race: \_\_\_\_\_  
Month/Day/Year

Social Security Number: \_\_\_\_\_ Drivers Lic. Number/State \_\_\_\_\_ /

**WSP USE ONLY**

**B REQUESTER INFORMATION:** (Please type or print clearly)

DATE: \_\_\_\_\_ /Payroll Clerk  
Mo. Day Yr. (print) Name/Title of Requester

PHONE No. ( ) \_\_\_\_\_ Requester's Signature

**REQUESTER'S ADDRESS:** (type or clearly stamp address)

Associated Recreation Council

Requesting Agency

Name  
100 Dexter Ave N

Address  
Seattle, WA 98109-5199

City State ZIP Code

Right Thumb Print (Optional)



# ARC Advisory Council Resource Phone List

<i>Name</i>	<i>Phone #</i>	<i>Email</i>	<i>Title</i>
Grace DelRosario	206-933-7400	<a href="mailto:gdelrosario1@msn.com">gdelrosario1@msn.com</a>	Alki Advisory Council President
Steven Grayson	206-817-9436	<a href="mailto:sgrayson@mansonconstruction.com">sgrayson@mansonconstruction.com</a>	Amy Yee Tennis Center Advisory Council President
Joseph Browne	206-235-9762	<a href="mailto:jmbrowne@bmjlaw.com">jmbrowne@bmjlaw.com</a>	Ballard Advisory Council President
Julie Morse	425-218-2927	<a href="mailto:julie@j-morse.com">julie@j-morse.com</a>	Bitterlake Advisory Council President
David Koon	206-819-0614	<a href="mailto:dkoon14@gmail.com">dkoon14@gmail.com</a>	Carkeek Advisory Council President
Allen Stowers	206-772-2554	N/A	Delridge Advisory Council President
Gary Gaffner	206-286-6666	<a href="mailto:garygaffner@emeraldnetwork.com">garygaffner@emeraldnetwork.com</a>	Discovery Park Advisory Council President
Robert Stephens Jr	206-375-9769	<a href="mailto:aavgws@netzero.net">aavgws@netzero.net</a>	Garfield Advisory Council President
Michael Cuadra	206-255-7016	<a href="mailto:mccuadra@msn.com">mccuadra@msn.com</a>	Green Lake Advisory Council President
Alden Alvarado	206-719-2628	<a href="mailto:alden.alvarado@gmail.com">alden.alvarado@gmail.com</a>	Hiawatha Advisory Council President
Jeff Neuner	425-271-3086	<a href="mailto:jeff.neuner@seattle.gov">jeff.neuner@seattle.gov</a>	International District/Chinatown Advisory Council President
Greg Kogita	206-723-3759	<a href="mailto:greg@duotec.com">greg@duotec.com</a>	Jefferson Advisory Council President
Kathleen Turner	206-985-8554	<a href="mailto:kathleen.turner@comcast.net">kathleen.turner@comcast.net</a>	Laurelhurst Advisory Council President
Joyce Moty	206-905-1601	<a href="mailto:jmmoty@gmail.com">jmmoty@gmail.com</a>	Lifelong Recreation Advisory Council President
Kelly Norton	206-784-9599	<a href="mailto:kjnorton13@gmail.com">kjnorton13@gmail.com</a>	Loyal Heights Advisory Council President
Marti MacDougall	206-281-5927	<a href="mailto:MLMACDL44@gmail.com">MLMACDL44@gmail.com</a>	Magnolia Advisory Council President
Terry Vogel	206-527-4322	<a href="mailto:ml.outreach@comcast.net">ml.outreach@comcast.net</a>	Meadowbrook Advisory Council President
LeAna Alvarado-Smith	206-553-9581	<a href="mailto:leana.asmith@gmail.com">leana.asmith@gmail.com</a>	Montlake Advisory Council President
Ross Tilghman	206-760-1971	<a href="mailto:rosstilghman@msn.com">rosstilghman@msn.com</a>	Mt. Baker Rowing & Sailing Advisory Council President
Sean McGinnis	206-658-5749	<a href="mailto:mc_sean107@yahoo.com">mc_sean107@yahoo.com</a>	Northgate Advisory Council President
Maria Hawkins	858-829-7652	<a href="mailto:maria.hawkins@gmail.com">maria.hawkins@gmail.com</a>	Queen Anne Advisory Council President
Belinda Green	253-630-2762	<a href="mailto:belgre@centurylink.net">belgre@centurylink.net</a>	Rainier Advisory Council President
Vic Roberson	206-723-9174	<a href="mailto:jvroberson@aol.com">jvroberson@aol.com</a>	Rainier Beach Advisory Council President
Dave Colescott	206-522-1370	<a href="mailto:dcolescott@comcast.net">dcolescott@comcast.net</a>	Ravenna-Eckstein Advisory Council President
Michael Stanley	206-270-9288	<a href="mailto:mikes@senecagroup.com">mikes@senecagroup.com</a>	Rowing Advisory Council President
Steven Wort	425-825-8918	<a href="mailto:steven_wort@hotmail.com">steven_wort@hotmail.com</a>	Seattle Canoe Club Advisory Council President
Jacob Gelb	206-523-7049	<a href="mailto:jacob.gelb@gmail.com">jacob.gelb@gmail.com</a>	Specialized Programs Advisory Council President
William Bartram	206-399-3579	<a href="mailto:william.bartram@gmail.com">william.bartram@gmail.com</a>	Sports Advisory Council President
Ruthie Cuthrell	206-623-5771	<a href="mailto:rcuthrell@seattlehousing.org">rcuthrell@seattlehousing.org</a>	Yesler Advisory Council President

Bill Keller	206-684-7083	<a href="mailto:Bill.Keller@Seattle.gov">Bill.Keller@Seattle.gov</a>	ARC Executive Director
Sonya Claxton	206-727-8791	<a href="mailto:Sonya.Claxton@Seattle.gov">Sonya.Claxton@Seattle.gov</a>	ARC Deputy Director
Sonia Doughty	206-727-8792	<a href="mailto:Sonia.Doughty@Seattle.gov">Sonia.Doughty@Seattle.gov</a>	ARC Development Manager
Sharon Mauze	206-615-1909	<a href="mailto:Sharon.Mauze@Seattle.gov">Sharon.Mauze@Seattle.gov</a>	ARC Accounting Director

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**MASTER SERVICES AGREEMENT**

**CITY OF SEATTLE DEPARTMENT OF PARKS & RECREATION**

**AND**

**THE ASSOCIATED RECREATION COUNCIL**

**Dated as of**

**January 1, 2008**

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## Exhibit A

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**MASTER SERVICES AGREEMENT**  
**CITY OF SEATTLE DEPARTMENT OF PARKS & RECREATION**  
**AND**  
**THE ASSOCIATED RECREATION COUNCIL**

THIS MASTER SERVICES AGREEMENT (this “**Agreement**”) is made and entered into effective as of this 1<sup>st</sup> day of January, 2008 (the “**Effective Date**”), between the City of Seattle (the “**City**”), by and through its Department of Parks and Recreation (“**DPR**”), and The Associated Recreation Council, a Washington nonprofit corporation (“**ARC**”), collectively, the “**Parties**.”

**RECITALS**

WHEREAS, for several decades, with the encouragement of DPR, Advisory Councils (“**ACs**”) in various Seattle communities have been sponsoring programs and activities at DPR facilities and thereby have increased educational and recreational opportunities for Seattle residents; and

WHEREAS, ARC was established on September 23, 1975 to provide financial management, accounting, and material support for ACs and to perform other services requested by the ACs or DPR; and

WHEREAS, on July 2, 1976, the City adopted Ordinance 105655, now codified in part at SMC Chapter 18.04, which authorizes the Superintendent of DPR (the “**Superintendent**”), among other things, to recognize ACs to assist in planning and implementing public recreational activities; to furnish ACs with certain necessary services, supplies and facilities; and to promulgate rules and regulations concerning ACs and for contracting for services and recreational programs; and

## Exhibit A

WHEREAS, Ordinance 105655 (SMC 18.04.010) also authorizes the Superintendent to contract with ARC as he or she deems appropriate for the purposes of increasing educational and recreational opportunities for Seattle residents, providing greater public use and enjoyment of the City's parks and recreation system, establishing a variety of activities and, through a sound system of accounts and records, preserving public confidence in programs and activities offered at City facilities; and

WHEREAS, ARC and DPR entered into a Memorandum of Agreement dated as of August 17, 1976 (the "**Original Agreement**"), pursuant to which ARC has been providing financial management, accounting, and other support for certain programs offered at facilities owned by DPR for the past thirty (30) years as ARC evolved to become the governing body for the AC system; and

WHEREAS, during this period, the scope of and revenues from such programs have experienced dramatic growth; and

WHEREAS, in October 2003, at the direction of the Superintendent, DPR, ARC and the ACs undertook a Partnership Modernization Project, the purpose of which was to develop a mission, vision and strategic plan (the Strategic Plan for Recreation Services, attached hereto as Attachment A) to strengthen ARC's role as a "voice for the system as a whole" and to increase responsiveness to system issues; and

WHEREAS, in connection with the completion of the strategic planning process, DPR and ARC now desire to replace the Original Agreement with this Agreement, which sets forth certain principles by which DPR, ARC and the ACs will work together to provide recreation and life-long learning programs and services to increased numbers of residents, improve connections to neighborhoods and communities, develop infrastructure systems that support the effective

## Exhibit A

delivery of such programs and services, and develop sustainable financial resources, all in accordance with the mission of “building community through citizen engagement and participation in recreation and lifelong learning programs,” and the vision of providing “equitable, dynamic and responsive recreation and lifelong learning programs that are a part of the life of every Seattle resident”; and

WHEREAS, the strategic planning process established that DPR would be “accountable to the City’s elected officials for the success of all recreation services and the management and maintenance of facilities,” that ARC would “provide marketing, development and central services for all recreation programs and manage certain recreation programs” and that ACs would “provide connection to the community and advocate for the success of recreation services”; and

WHEREAS, the Parties and the public they together serve have benefited from the flexible and collaborative approach to problem solving that historically has defined their relationship and wish to perpetuate and memorialize that approach in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the Parties agree as follows:

### **DEFINITIONS**

As used in this Agreement, the following terms shall have the following meanings:

(1) “AC Bylaws” mean the bylaws of an ARC-recognized Advisory Council adopted as required under this Agreement.

(2) “AC Charter” means the charter of an ARC-recognized Advisory Council issued by ARC on behalf of the Superintendent, as provided in this Agreement.

## Exhibit A

(3) “Advisory Council(s)” or “AC(s)” mean Advisory Councils in various Seattle communities that sponsor programs and activities at Department of Parks and Recreation facilities and recognized by ARC as provided in this Agreement.

(4) “Agreement” means this Master Services Agreement.

(5) “Annual Services Agreement” means the mutually acceptable agreements entered into each year this Agreement remains in effect addressing the matters identified herein in addition to such other matters as the Parties may from time to time agree.

(6) “ARC” means the Associated Recreation Council, a Washington nonprofit corporation.

(7) “Child Care Programs” means those programs subject to the Child Care Programs Services Agreement (Appendix I hereto).

(8) “City” means The City of Seattle, Washington

(9) “DPR” means the Department of Parks and Recreation of The City of Seattle.

(10) “Effective Date” means the date of this Agreement.

(11) “Joint Steering Committee” is the joint ARC/DPR committee established under this Agreement.

(12) “Operating Agreement” means the agreement between an ARC-recognized Advisory Council and ARC providing for Advisory Council operations, as required under this Agreement.

(13) “Original Agreement” means the Memorandum of Agreement dated as of August 17, 1976 entered into by the Associated Recreation Council and the Department of Parks and Recreation.

## Exhibit A

(14) “Parties” means the City’s Department of Parks and Recreation and the Associated Recreation Council.

(15) “Programs” means the Child Care Programs and the Youth & Adult Programs.

(16) “Superintendent” means the Superintendent of the Department of Parks and Recreation.

(17) “Youth & Adult Programs” means programs that enrich and support youth and adult recreation and life-long learning programs other than the Child Care Programs.

### AGREEMENT

**1. Responsibilities of ARC.** ARC shall undertake the responsibilities set forth in this Section 1.

**a. Programs.** ARC shall:

(1) Manage and operate school readiness programs for children ages 3-5; child care programs for elementary school-age youth; and out-of-school time programs for middle school-age youth (“**Child Care Programs**”) as agreed by ARC and DPR pursuant to a Child Care Programs Services Agreement (attached hereto as Appendix I).

(2) Enrich and support youth and adult recreation and life-long learning programs (“**Youth & Adult Programs**”) by providing instructors and fiscal management services as agreed by ARC and DPR in this Agreement and in Annual Services Agreements.

(3) Ensure ARC operates the Child Care Programs and the Youth & Adult Programs (when referred to collectively, the “Programs”) in compliance with all applicable laws and regulations, and City and DPR policies, procedures and business practices,

## Exhibit A

and that all Programs are open to the public and conform with DPR's goals, objectives and purposes.

(4) Support DPR in opening DPR facilities beyond normal hours of operation to expand the Programs and increase public participation in the Programs. When DPR budgeted resources constrain facility operating hours, ARC shall reimburse the City under reimbursement procedures mutually agreeable to the Parties for hours worked by City staff to admit Program participants to DPR facilities during times when such facilities are not normally open to the general public. Reimbursement shall be at an hourly rate comparable to the hourly rate for the job classification that DPR determines applies to the work, including Federal and State taxes, but excluding any incremental cost of benefits. The maximum total amount of any such reimbursement by ARC for City staff time as provided under this section will be determined by and reflected in the Parties' respective annual budgets. To offset, in whole or in part, the cost of such reimbursements, ARC may charge a supplemental Program fee acceptable to the Superintendent for participation in Programs scheduled to be provided outside normal hours of facility operation. Any such supplemental Program fees will be addressed in the Parties' Annual Services Agreement for the year during which such fees will be charged.

(5) With reasonable promptness following the effective date of this Agreement, propose for collaborative review and DPR approval basic program evaluation methodology and procedures, including the type and basic form of evaluation questions to be asked and an outline of an evaluation summary to be prepared based on the information gathered, for all recreation and life-long learning programs at DPR facilities. Such basic program evaluation methodology and procedures are subject to periodic collaborative review by the Joint Steering Committee. Revisions shall be reflected in Annual Services Agreements for

## Exhibit A

implementation during the year for which the Annual Services Agreement is effective. Annual Services Agreements shall include a mutually agreeable evaluation plan that includes the scope of evaluations to be undertaken during the year. The scope shall include the number and types of programs to be evaluated during the upcoming year and the approximate number of evaluations to be solicited from participants in these programs. All evaluations will be undertaken pursuant to the DPR-approved methodology and procedures. The Annual Services Agreement effective for the year immediately following the effective date of this Agreement shall implement the requirements of this Section 1(a)(5) to the maximum extent practicable.

(6) Prepare reports regarding Programs in a form and as frequently as the Superintendent reasonably requests, subject to the accessibility routinely afforded and the quality of data provided by DPR and ARC systems. The Parties will agree on the number, scope and content of reports to be routinely provided to the Superintendent. The Superintendent may require reports in addition to those routinely provided when reasonably necessary to fulfill his or her responsibilities or as specific circumstances may require. The Parties will remain sensitive to the potentially burdensome nature of reporting and will work together to ensure that reporting is necessary and satisfied efficiently, consistent with readily available information and available resources. At a minimum, as soon as practicable after the end of each quarterly accounting period in each fiscal year, and, in any event, within sixty (60) days thereafter, ARC shall deliver to DPR a composite program report. Such report shall contain a summary description of quarterly basic Program data, including the number of classes offered, enrollment levels, number of cancelled programs, ARC administrative overhead and Program financial data.

(7) In collaboration with DPR, ARC shall implement modifications to the Programs including, but not limited to, their staffing, that both reflect the results of

## Exhibit A

completed program evaluations and are consistent with the financial requirements and standards of this Agreement. In addition, as necessary or desirable, the Parties also may take actions affecting specific programs or employees or contractors as otherwise provided under this Agreement or as soon as appropriate, following completion and review of any particular program evaluation.

(8) Ensure that all participants in Programs are properly registered through the CLASS or other applicable DPR system by having all instructors take attendance prior to start of each program session and admitting only properly registered individuals.

(9) In cooperation with DPR and ACs, periodically review site utilization information to identify underutilized space, scheduling limitations, undersubscribed or unsubscribed programs or other obstacles to maximizing utilization of space in DPR facilities. The Parties will develop plans to maximize the utilization of space in DPR facilities through measures to address such obstacles, taking into consideration reviews of programs, facility rentals and other facility uses.

(10) Cooperate with ACs and DPR to develop an annual schedule and budget for ARC Programs.

(11) In ARC's discretion, undertake fundraising campaigns benefiting DPR facilities or properties or new or expanded programs. Such fundraising shall be only for projects that the Superintendent has approved in advance and shall be carried out consistent with the provisions of the ARC Fundraising Protocol (attached hereto as Appendix II).

(12) In ARC's discretion, subject to the Superintendent's prior approval, provide or facilitate provision of project advisory and financial management services



## Exhibit A

including, but not limited to, fiscal sponsorship, to facilitate capital projects or other fundraising campaigns proposed by ACs and, when possible, “Friends of” or similar groups.

(13) Ensure that neither ARC nor any AC engages in activities not permitted to be carried on by: (a) a corporation exempt from federal income taxation under Section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States internal revenue law); and/or (b) a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States internal revenue law).

**b. Advisory Councils.** ARC shall:

(1) Represent the ACs in system-wide financial and programmatic discussions with DPR. To this end, ARC shall regularly garner input from and communicate with individual ACs through a variety of means including, but not limited to, surveys, newsletters and meetings. In consultation with DPR, ARC shall develop agendas for AC Presidents’ Council meetings.

(2) Administer the process for recognition of ACs and the appointment of their members on behalf of the Superintendent. Under this Agreement, ARC assumes responsibility for chartering ACs, including rechartering of existing ACs. The charters should reflect that the purpose of ACs is to represent the interests of a particular neighborhood or community by advising DPR and ARC of ways to meet public recreational needs consistent with the goals and objectives of DPR. The form of the ARC AC Charter and an Operating Agreement incorporating model AC Bylaws is subject to review and approval by DPR. Provisions of the Operating Agreement and the model Bylaws may be modified on a case-by-case basis in the discretion of ARC after consultation with DPR to reasonably accommodate unique

## Exhibit A

circumstances but such modifications shall not alter or compromise the basic structure of the relationships between DPR, ARC and the ACs embodied in this Agreement or materially affect ARC or AC obligations or responsibilities under the Operating Agreement. With the prior approval of the Superintendent, a new charter shall be issued by ARC to an existing AC when the AC duly authorizes and executes an Operating Agreement with ARC and adopts Bylaws acceptable to ARC. ARC may charter new ACs only with the prior approval of the Superintendent when the prospective AC has duly authorized and executed an Operating Agreement with ARC and adopted Bylaws acceptable to ARC. If the ARC Executive Director is concerned that an AC may be materially violating provisions of its Operating Agreement or its Bylaws, he or she shall work with the affected AC to take corrective action to address the Executive Director's concerns. The ARC Executive Director may withdraw the Charter of any AC after consultation with the ARC Board of Directors and the Superintendent.

(3) Manage the process for appointment and removal of AC members on behalf of the Superintendent. Consistent with the model AC Bylaws, ARC shall appoint all the members of all ACs. Prospective members shall be vetted with DPR pursuant to procedures to be determined by ARC and DPR. AC members may be removed by ARC as provided in the model Bylaws.

(4) Oversee AC compliance with the Operating Agreement and AC Bylaws and work with affected ACs to take corrective action to address concerns that an AC may be materially violating provisions of its Operating Agreement and Bylaws. With reasonable promptness following the effective date of this Agreement the Parties shall develop and implement a protocol for presentation to any AC of any DPR or ARC concerns regarding the AC's compliance with its Operating Agreement and Bylaws, including the manner and

## Exhibit A

timeframe to respond and timing for implementation of any corrective action needed. At a minimum, the protocol shall require ARC to respond with a plan to address DPR concerns regarding AC compliance within seven (7) days after ARC is notified of the concern. Unless impracticable, ARC shall not implement any corrective action under this section without first having notified DPR of the proposed action.

(5) Manage and coordinate AC member activities (including orientation, training and periodic workshops for AC members and budget preparation).

(6) As soon as practicable after the end of each calendar year, provide DPR with an annual report on AC individual performance and ARC administrative performance that identifies the past year's fundraising efforts, programming, budgeted income and expenses versus actuals, and any compliance issues. In addition, for each AC, ARC shall provide DPR with a current roster showing the name, address, telephone number and term of each AC member.

(7) Notify DPR of all ARC and AC meetings at which business is to be conducted.

(8) Maintain the official books and records of each AC, including minutes of AC meetings, in a manner that is consistent with the Washington State Public Records Act, Chapter 42.17 RCW.

(9) Perform such other functions or provide such other services as delineated in the Operating Agreement.

**c. Financial.** ARC shall:

(1) Ensure all funds generated by ARC and/or the ACs benefit activities and projects designed to serve the general public and that support the DPR mission.

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(2) Recommend fees for Programs. In aggregate, fees for programming shall be set at a level that will cover expenses and provide a reasonable program support margin to ARC, as shall the fees for each specific program. New, undersubscribed or other specific programs not projected to cover expenses may be provided on a case-by-case basis as included in the annual ARC budget or after consultation with DPR. The Joint Steering Committee shall develop program budgeting standards and principles to ensure uniformity in scope and content across Programs. By applying the agreed upon budgeting standards and principles, program fees shall reasonably reflect program scope and content and be used as a tool to achieve comparability among reasonably similar programs offered at multiple locations, to the maximum extent practicable.

(3) In consultation with DPR, prepare and submit to DPR no later than November 1<sup>st</sup> of each year during the Term of this Agreement for the upcoming year, a draft annual operating budget for the Programs that includes scholarship allocations for programs as described in Section 1(c)(4), a capital budget for projects in the fundraising stage and/or the development process, new restricted-fund proposals, and an administrative budget describing ARC staffing and related expenses and system-wide administrative expenses, and which describes any currently restricted funds. The ARC annual budget is subject to the Superintendent's review and approval prior to its final adoption by the ARC Board. In developing the approved budget, ARC and DPR, informed by program evaluation reports, will make decisions regarding (i) discontinuation of programs that do not generate a reasonable program support margin or the circumstances under which such programs may be continued; (ii) discontinuation of previously cancelled programs due to under-subscription or the circumstances under which they may be reinstated; (iii) expansion of fully or oversubscribed

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programs; and (iv) such other program measures that may contribute to maximizing utilization of DPR space.

(4) In cooperation with DPR, make a good faith effort within reasonably available resources to ensure that no member of the public is unreasonably denied access to recreational opportunities solely as a result of the inability to pay program fees. In consultation with DPR, ARC shall establish realistic and sustainable goals for scholarship funding for both Youth & Adult Programs and Child Care Programs on a biennial basis, beginning with the 2009-2010 biennium. Biennial goals shall be subject to the review and approval of the Superintendent. Specific amounts of scholarship funding for both Youth & Adult Programs and Child Care Programs shall be reflected in ARC annual budgets and Annual Services Agreements beginning in 2009. For the year 2008, ARC shall allocate scholarship funds for the Programs in an amount not less than ARC scholarship funding available during 2007. Beginning in 2008, ARC shall allocate and include in its annual budget scholarship funds for system-wide non-child care programs and, beginning in 2009, ARC shall allocate and include in scholarship funds for child care programs, in sustainable amounts reasonably acceptable to the Superintendent. Participants will be approved for these scholarships in accordance with the process established and the income guidelines utilized by DPR's Youth Scholarship Office.

Beginning in 2009, all ARC scholarship funds will be awarded to program participants consistent with eligibility guidelines established by the DPR's Youth Scholarship Office. With reasonable promptness following the effective date of this Agreement, the Joint Steering Committee will develop for the Superintendent's review and approval no later than November 2008 policies for the allocation of available scholarship funds among Youth & Adult Programs as well as for the utilization and award of scholarship funds. Among other matters, the

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policies shall prioritize allocation of funding and award of scholarships to programs and program participants when ARC funds can leverage or supplement other funding. The policies shall also ensure that all ARC programs award scholarship funds to financially eligible participants in a uniformly equitable and transparent manner.

(5) ARC shall consolidate unrestricted fund balances as of the date of this Agreement, including fund balances identified with specific Advisory Councils, into a single Consolidated Fund Balance. Unrestricted fund balances include all fund balances held by ARC derived from funds generated by or for the support of ARC or AC programs and from other funds not formally or legally restricted by sponsors, donors and others for specific purposes. ARC shall retain a reasonably prudent Consolidated Fund Balance sufficient to sustain the ongoing operations of ARC and AC's chartered under this Agreement. During 2008 and each fiscal year thereafter, the ARC Consolidated Fund Balance shall not exceed 33 percent of ARC's audited operating expenses for its immediately preceding fiscal year. ARC shall use funds surplus to such standard for the enrichment of the Programs, including but not limited to program and participation enhancements benefiting underserved communities and groups. Beginning in 2009 and thereafter as surplus funds are available, use of any such funds shall be reflected in the ARC annual budget and Annual Services Agreement, as appropriate. AC efforts to raise funds from sources other than fees generated by the Programs shall be subject to the Superintendent's prior approval, as provided in Section 1(f) of this Agreement.

(6) Provide input to DPR regarding the City's capital improvement plan with respect to DPR's recreation facilities.

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(7) Within available resources and subject to DPR approval, fund capital improvements on DPR property or in DPR facilities, as provided in the ARC Fundraising Protocol.

(8) Maintain a workable structure for the exchange of payments with DPR, including through business services agreements entered into from time to time with DPR or Annual Services Agreements.

(9) Maintain true books and records of account in which full and correct entries will be made of all its business transactions pursuant to a system of accounting established and administered in accordance with generally accepted accounting principles consistently applied (except as noted therein), and will set aside on its books all such proper accruals and reserves as shall be required under generally accepted accounting principles consistently applied.

(10) Obtain, at no cost to DPR, an annual independent audit of its books by a certified public accountant. In addition, ARC shall permit the City, from time to time as the City Auditor or the Superintendent deems necessary (including after the expiration or termination of this Agreement), to inspect and audit at any and all reasonable times in King County, Washington, or at such other reasonable location as the City Auditor selects, all of ARC's pertinent books and records to verify the accuracy of accounting records and shall supply the City with, or shall permit the City to make, upon request, a copy of any books and records.

(11) As soon as practicable after the end of the first, second and third quarterly accounting periods in each fiscal year of ARC, and in any event within forty-five (45) days thereafter, furnish DPR with an unaudited balance sheet of ARC as of the end of each such quarterly period, and a statement of income of ARC for such period and for the current fiscal

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year to date, prepared in accordance with generally accepted accounting principles consistently applied (except as noted therein), with the exception that no notes need be attached to such statements and year-end audit adjustments may not have been made.

(12) As soon as practicable after the end of each fiscal year of ARC, and in any event within one hundred fifty (150) days thereafter, furnish DPR with a balance sheet of ARC, as at the end of such fiscal year, and a statement of income and a statement of cash flows of ARC, for such year, all prepared in accordance with generally accepted accounting principles consistently applied (except as noted therein) and setting forth in each case in comparative form the figures for the previous fiscal year, all in reasonable detail. Such financial statements shall be accompanied by a report and opinion thereon by independent public accountants selected by ARC's Board of Directors.

(13) As soon as practicable after the end of each month, and in any event within thirty (30) days thereafter, furnish each AC and the appropriate lead DPR staff member with AC-specific financial monitoring reports reflecting budgeted versus actual amounts for the period.

**d. Human Resources.** ARC shall:

(1) Recruit qualified applicants and hire, supervise, evaluate and as needed, terminate all ARC employees and contractors. Continued employment of employees and contractors shall be informed by program evaluations performed and reviewed pursuant to Section 1(a)(5) of this Agreement as well as other relevant information. To the extent practicable, ARC agrees to convert the current ARC employees in the categories identified on Appendix III to independent contractor status within an appropriate time period consistent with applicable State and Federal guidelines from the effective date of this Agreement, but in no event



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later than one year from the effective date of this Agreement. The Parties shall continue to work together to resolve to their mutual satisfaction employment issues that may arise over time.

(2) Staff Child Care Programs with ARC employees or contractors in ARC's sole discretion, as more specifically provided in the Child Care Programs Services Agreement.

(3) Recruit and maintain rosters of qualified instructors and other service delivery staff for Youth & Adult Programs. ACs may offer recommendations to ARC for instructors or staff to be included on ARC rosters. ARC shall propose a pool of qualified instructors or staff from its rosters for each ARC Youth & Adult Program to appropriate DPR professional staff for the site at which the program is to be provided. DPR professional staff shall select an instructor or staff person from the proposed pool. ARC shall execute contracts with the selected instructors to perform the designated services.

(4) ARC employees or contractors may also be City employees if such City employees have cognizable special skills needed for the ARC positions which they hold. A City employee shall not be employed by ARC to provide services at a DPR facility at which he or she is employed by the City. Employment by ARC of a City employee shall be subject to such other specific limitations or conditions as the Parties may periodically mutually determine. Prior to hiring a City employee, ARC shall consult with DPR to ensure the proposed hire is consistent with the requirements of this Agreement.

(5) Provide field supervision for ARC employees.

(6) Routinely solicit comments from DPR and appropriate ACs regarding ARC staff performance for use in ARC staff evaluation and employment procedures.

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(7) Establish policies and procedures to promptly investigate and address concerns that DPR staff or citizens raise regarding ARC employees and/or contractors. DPR site staff, on behalf of ARC, will monitor the instructors' adherence to employment or independent contractor services agreement terms and conditions. Any such information shall be reviewed as a feature of individual employee or contractor evaluations. ARC shall promptly notify DPR of any pending or completed personnel issue concerning an ARC employee or contractor involving licensure compliance or the potential for physical harm to program participants or DPR employees. The City may request that ARC exclude any instructor from a City facility or program for material reasons related to the health and safety of program participants or DPR employees. ARC agrees to comply with any such City request within twenty-four (24) hours after receiving it. ARC shall promptly develop and provide to the Superintendent or his or her designee information regarding any instructor whom the City has requested be excluded that ARC reasonably believes suggests that the instructor either should not be excluded or that he or she should be reinstated. The decision of the Superintendent or his or her designee shall be final.

(8) Provide compensation and benefits programs for ARC staff, as determined by ARC in its reasonable discretion.

(9) Provide comments to DPR regarding DPR staff performance as it relates to the operation and efficient running of ARC programs.

(10) In compliance with state and local laws concerning criminal history background checks, investigate all current and potential employees, contractors, volunteers and any other persons whom ARC allows to assist or participate in providing recreation programs to determine whether their backgrounds and employment histories make

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them persons of suitable character and demeanor to interact with program participants. The requirements of this section include, but are not limited to, arranging and conducting periodic background checks of employees and contractors; developing specific questions for employment applications; and obtaining the signatures of persons to be investigated, signifying that they have received notice of the requirement for a background check. ARC shall request a background check of each new employee and contractor from the Washington State Patrol (or its functional successor) or, for those potential employees or contractors whose primary identification is from other than Washington State, the Washington State Patrol's functional equivalent in the relevant state, prior to allowing such person to provide services to the public and, within ninety (90) days from the effective date of this Agreement, shall verify that each of its current employees and contractors has undergone such a background check within the past twelve (12) months (generally on the annual anniversary of initial retention). To the fullest extent permitted by law, ARC shall make such background information available to the City upon request. The Parties further agree that they will cooperate in developing and implementing a protocol for periodic re-investigation of employees and contractors that is consistent with industry practices.

(11) Request the Superintendent's consent before subcontracting any of the work or services covered by this Agreement, except as is expressly allowed herein. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

**e. Marketing.** ARC shall:

(1) Consistent with reasonably available resources, serve as the exclusive provider of marketing services for all DPR and ARC recreation and life-long learning

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programs offered at community centers, pools, environmental learning centers, rowing and sailing centers, the tennis center or through city-wide athletics.

(2) Develop and implement an annual marketing plan, subject to review and approval by DPR, that ensures a satisfactory level of program enrollment is continuously maintained, that availability of opportunity for enrollment is announced through local resource and referral agencies, and that appropriate advertising is purchased in local periodicals. The first such annual plan shall be submitted by ARC for DPR review on or before November 2008 for implementation in 2009.

(3) Employ marketing professionals and staff or engage marketing and advertising firms to assist in the implementation of the marketing plan.

(4) Provide the concept and basic content of ARC-sponsored mass media advertising campaigns to DPR for prior DPR review and approval.

(5) Provide and maintain electronic communication capabilities closely coordinated with DPR, including, when permitted by City information technology guidelines, reciprocally-linked websites and pages. ARC will work with DPR to continuously and cooperatively upgrade DPR's electronic communication capabilities in mutually supportive ways, including facilitating interrelated and interaction capabilities to enable on-line access and utilization by prospective enrollees in their respective programs that is consistently as state-of-the-art as possible.

**f. Development.** ARC shall:

(1) Solicit grants and donations in support of DPR and ARC recreation programs. When grants or donations are for major new capital assets or improvements that would become City property as provided in the ARC Fundraising Protocol, such grants or

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donations shall be subject to the City's gift acceptance policies. ARC shall obtain the Superintendent's approval prior to soliciting grants or donations for new programmatic initiatives, lines of business or capital projects.

(2) Coordinate any solicitation of grants or donations by ACs and assist with preparation of such solicitations, as appropriate.

(3) Maintain a database of potential donors and grant funders, subject to procedures acceptable to DPR to maintain prospective donor confidentiality, if ARC reasonably determines such confidentiality would be desirable.

(4) Serve as liaison for all ACs to the Seattle Parks Foundation.

### **g. Program Coordination and Integration.**

(1) With reasonable promptness after the effective date of this Agreement, ARC shall, in consultation with the Joint Steering Committee, propose for DPR review and approval (i) a naming convention for the Programs to ensure a consistent approach to the naming of recreational activities and programs; and (ii) standards for setting fees for Programs and activities. The Parties shall make a good faith effort to complete the naming convention and common fee-setting standards for implementation of either or both in 2008, but in no event, later than 2009.

(2) To the extent possible, ARC shall support DPR through close integration of financial systems and routine reporting germane to ARC's role and relationship with DPR, including prompt provision of accurate information reasonably requested by DPR.

**2. Responsibilities of DPR.** DPR shall undertake the responsibilities set forth in this Section 2.

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### **a. Use of Premises and Support Services.** DPR shall:

(1) Provide office space and storage space in its facilities to ARC for its management personnel together with appropriate support staff in reasonably close proximity to DPR personnel with lead responsibility for DPR management of the relationship with ARC and the implementation of this Agreement as DPR and ARC shall agree upon and specify in the Annual Services Agreements. Gross and per person square feet provided shall be consistent with City standards for office space for comparable City personnel. In the event space is provided in City-owned facilities at which DPR would pay no rent or other costs of occupancy, ARC will not be charged rent or other occupancy charges. If space is provided in facilities for which DPR itself would pay rent or other costs of occupancy, ARC shall have the option of paying comparable rent or charges for the DPR-provided space or securing alternate space at its own expense. DPR will maintain the spaces it provides at the same level as other similar DPR spaces.

(2) Subject to periodic review by the Parties as technology and circumstances change, provide ARC access to City services and infrastructure, including-utilities, land-line phone/fax/data service, and access to the information technology network of the City and support from the City for information technology services including maintenance of the ARC-owned server, subject to City-wide and DPR policies concerning access to and use of the City's information technology systems. Such services shall be provided at no cost to ARC for those of its management personnel and support staff whom DPR is providing with office space. For any other services that ARC receives from the City, ARC shall pay the full costs of such services directly to the City department that provides them. ARC recognizes that its use of City services has a direct impact on DPR's budget and therefore ARC agrees to use commercially reasonable best efforts to minimize its use and impacts.

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(3) Provide ARC with access to the DPR CLASS registration system and any functional successor.

(4) Provide space at DPR facilities for Programs and other Superintendent-approved ARC and AC activities at no cost to ARC or the ACs, as agreed to in the Annual Services Agreement. In cooperation with ARC and ACs, periodically review site utilization information to identify underutilized space, scheduling limitations, undersubscribed or unsubscribed programs or other obstacles to maximizing utilization of space in DPR facilities. The Parties will develop plans to maximize the utilization of space in DPR facilities through measures to address such obstacles. The Parties shall cooperate in scheduling programs, classes and other activities to maximize community use, space utilization and revenue generation in DPR recreation facilities. In the event of potential conflicts between DPR and ARC in the use of specific DPR facilities, appropriate ARC and DPR representatives shall make a good faith effort to identify and implement a workable solution that reasonably accommodates both uses, to the extent practicable under the circumstances.

(5) Operate and maintain all DPR facilities used by ARC consistent with all applicable laws and regulations, including providing space for Child Care Programs consistent with applicable licensing requirements.

(6) Provided there is no cost to DPR, actively support and participate in the marketing of recreation programs, including but not limited to (i) posting DPR-approved signage; (ii) distributing DPR-approved announcements, program offerings and promotions; and (iii) closely coordinating electronic communication capabilities, including reciprocally linked websites and pages, as City policy permits. As funding allows, DPR will work with ARC to continuously and cooperatively upgrade their electronic communication capabilities in mutually

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supportive ways, including facilitating interrelated and interactive capabilities to enable on-line access and utilization by prospective enrollees in their respective programs that is consistently as state-of-the-art as practicable.

(7) Include ARC in strategic discussions regarding recreation programs, including ARC participation in any proposed programs that would be new to DPR and/or ARC in the DPR facilities identified individually or by type in the list of Facilities To Be Programmed under this Agreement (attached hereto as Appendix IV). Programs other than DPR-sponsored programs at facilities on the list shall be provided exclusively by ARC or by ARC in addition to or in cooperation with such other organizations as the Parties may agree. DPR and ARC shall collaboratively consider the appropriateness and viability of programming for any new DPR facility. The Superintendent may modify Appendix IV in his or her sole discretion, after providing ARC with reasonable advance notice of a proposed change and providing ARC an opportunity to comment on the proposed change.

(8) Cooperate with ARC to expand Programs and increase public participation in Programs through expanded hours of operation of DPR facilities. When staffed by DPR, such expanded hours should be supported by DPR staff trained and authorized to provide meaningful services to the public and funded through DPR budgeted resources, to the maximum extent possible. DPR, in consultation with ARC, will annually review facility utilization and consider measures to enable the Parties to provide continued and expanded programming and increased public participation on a sustainable basis. Measures to be considered include, but are not limited to, more centralized programming when possible without materially deterring participation and the approval by the Superintendent of a supplemental Program fee to support appropriate DPR staffing of facilities during expanded hours of operation



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for which DPR budgeted resources are unavailable. DPR will also work with representatives of appropriate collective bargaining units representing DPR employees to identify and implement mutually agreeable solutions to appropriately staff facilities during expanded hours of operation of its facilities to reasonably accommodate public demand for Programs beyond the normal hours of operation possible within DPR budgeted resources.

**b. AC Recognition.** DPR has final authority with respect to the recognition of ACs and will approve the form of Charter for all ACs and the form of an ARC/AC Operating Agreement incorporating model AC Bylaws, as well as appropriate modifications thereto, in its reasonable discretion.

**c. Programs.** DPR shall:

(1) Have final decision-making authority for all programs, classes and activities occurring at DPR facilities. DPR shall oversee the delivery of the Child Care Programs and coordinate and oversee the delivery of the Youth & Adult Programs.

(2) Approve ARC's program evaluation plan for incorporation into the Annual Services Agreements and participate in Program evaluations, including but not limited to supporting ARC in surveying program participants for joint review by ARC and DPR to assist in the evaluation and management of recreation programs and in the development of refined and new program offerings.

(3) Have the right to terminate any Program after providing ARC with reasonable advance notice of a proposed termination and providing ARC a reasonable opportunity to comment. If requested by ARC, DPR shall consider measures by ARC to address DPR concerns in lieu of program termination.

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### **d. Financial.** DPR shall:

(1) Collect all fees and charges for ARC programs. ARC and DPR shall remit and account for all funds collected in accordance with the procedures described in Appendix V. Collection of fees and charges is the exclusive responsibility of DPR.

(2) In consultation with ARC, review financial plans for Programs, provided, that the Superintendent shall have final decision-making authority with respect to the amount of fees charged to the general public for participation in any program or activity undertaken pursuant to this Agreement.

(3) To the extent possible, support ARC through close integration of financial systems and routine reporting germane to ARC's role and relationship with DPR, including prompt provision of accurate information reasonably requested by ARC.

(4) To the extent possible, consult with ARC regarding financial issues that may affect the Programs. To the extent possible, also provide ARC with advance notice of and an opportunity to comment on City financial decisions that might affect the Programs and consult with ARC regarding appropriate responses. DPR also will work with ARC to mitigate any adverse financial and other consequences of such decisions.

### **e. Human Resources.** DPR shall:

(1) Provide DPR staff to attend AC and ARC meetings and provide such information, assistance, supplies and equipment to ACs as DPR deems appropriate.

(2) To the extent practicable, consult with ARC regarding the placement of key DPR staff at DPR recreation facilities, with final decisions in the sole discretion of DPR.

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(3) Provide ARC with an opportunity to comment on the performance of key DPR staff.

(4) Promptly investigate and address concerns that ARC staff or citizens raise regarding DPR employees. ARC may suggest that the City exclude a City employee from a City facility or program for material reasons related to the health and safety of program participants or ARC employees. DPR shall consider any such suggestions consistent with City personnel policies.

**3. Annual Services Agreements.** ARC and DPR shall enter into a mutually acceptable Annual Services Agreement each year during which this Agreement is in effect. The Superintendent (or his or her functional successor) is authorized to negotiate and execute the Annual Services Agreements on behalf of the City and DPR. To the extent possible, the Annual Services Agreement should attempt to plan for and address biennial budget issues. The Annual Services Agreement shall include but not be limited to the following matters:

**a. Participation Fee.** Determination of the Participation Fee to be paid by ARC to the City for reasonable City overhead, contract management and other services associated with implementation of this and related agreements, consistent with maintaining the affordability of the Programs and the reasonable sustainability of ARC. The amount of the fee shall be reflected in both the ARC and City DPR budgets.

**b. Capital Improvements and Fundraising Initiatives.** Identification of any ARC-funded capital improvements to DPR property or facilities proposed by ARC and approved by DPR.

**c. Program Evaluation Plan.** ARC's approved annual program evaluation plan as described in Section 1(a)(5).

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**d. Annual Budget.** The approved annual operating budget as described in Section 1(c)(3).

**e. Fee Schedule.** DPR review and approval of the fee schedule for ARC programs to be offered during the affected year, including any supplemental Program fee authorized under Section 1(a)(4).

**f. Joint Steering Committee Referrals.** The upcoming work plan for the Joint Steering Committee.

**g. Marketing.** DPR review and approval of the annual marketing plan, including available plans for mass media advertising campaigns, covering Programs as well as such other DPR recreational activities and programs as the Parties may determine.

**4. Joint Steering Committee.** The Parties shall establish and jointly charter an advisory Joint Steering Committee. The Superintendent shall name the DPR staff who will represent DPR on the Committee; the ARC Executive Director shall name ARC and AC representatives. The purpose of the Joint Steering Committee will be to facilitate communication between the Parties' representatives; provide a vehicle for the discussion and preliminary resolution of issues referred to it by the Superintendent or by ARC with the consent of the Superintendent; and serve as a forum for vetting relevant policy matters and framing preliminary recommendations to the ARC Executive Director and the Superintendent. The Joint Steering Committee shall meet formally at least twice annually and more frequently as its workload requires. The Joint Steering Committee shall perform the functions specifically identified in this Agreement and such other responsibilities and such other tasks the Parties may refer to it from time to time.

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**5. Waivers.** As appropriate, ARC or DPR shall require and staff shall obtain a signed consent, release and waiver of liability, assumption of risk and indemnity agreement from adult and age appropriate minor participants and a parent/guardian of minor participants in Programs determined by DPR to warrant that such an agreement should be required. Any such agreement shall benefit both Parties to this Agreement and be in a mutually acceptable form.

**6. Nondiscrimination/Compliance with Laws.** ARC shall: (a) comply with all applicable equal employment opportunity and nondiscrimination laws of the United States, the State of Washington, and the City of Seattle, including but not limited to Chapters 14.04, 14.10, and 20.42 of the Seattle Municipal Code (SMC), as they may be amended, and rules, regulations, orders, and directives of the associated administrative agencies and their officers; (b) file all required reports and pay all filing fees and federal, state, and local taxes applicable to ARC's business as the same shall become due; and (c) pay all amounts required under local, state, and federal workers' compensation acts, disability benefit acts, unemployment insurance acts, and other employee benefit acts when due. Without limiting the generality of the foregoing, ARC shall not discriminate against any employee or applicant for employment because of race, color, age, sex, marital status, sexual orientation, gender identity, political ideology, creed, religion, ancestry, national origin, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. ARC shall take affirmative efforts to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, age, sex, marital status, sexual orientation, gender identity, political ideology, creed, religion, ancestry, national origin, or the presence of any sensory, mental or physical handicap. Such efforts shall include, but not be limited to the following: employment;

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upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

**7. Notices.** All notices and requests required or permitted to be given in connection with this Agreement shall be in writing and shall be deemed given as of the day they are received either by messenger, express delivery service, or in the United States of America mails, postage prepaid, certified or registered, return receipt requested, and addressed as follows, or to such other address as the party to receive the notice or request so designates by written notice to the other consistent with this Section 7:

If to DPR:                      Seattle Department of Parks & Recreation  
   Attn: Superintendent  
   100 Dexter Avenue North  
   Seattle, WA 98109-5102

If to ARC:                      The Associated Recreation Council  
   Attn: Executive Director  
   860 Terry Avenue North  
   Seattle, WA 98109

**8. Insurance.** Throughout the term of this Agreement, ARC will maintain comprehensive general liability insurance covering claims for injuries arising out of any negligent act or omission of ARC or of any of its employees, agents, or subcontractors, with \$1,000,000 combined single limits. ARC will submit certificates verifying such coverage to DPR promptly after the Effective Date and upon request thereafter. The City shall be named as an additional insured on such insurance. All insurance certificates shall provide that the insurance carrier will give the City at least thirty (30) days' notice of any cancellation of the policy.

**9. Indemnification.**

**a. Right to Indemnification.** To the extent permitted by law, ARC agrees to indemnify, defend, and hold the City harmless from and against, and to reimburse the City with respect to, any and all losses, damages, liabilities, claims, judgments, settlements, fines, costs, and expenses (“**Indemnifiable Amounts**”) of every nature whatsoever incurred by the City by reason of or arising out of or in connection with any breach or default in the performance of any obligation on ARC’s part to be performed under the terms of this Agreement or arising out of or relating to any actual or alleged negligent act or omission or willful misconduct of ARC, or any of ARC’s officers, agents, employees or contractors (“**Indemnifiable Events**”).

To the extent permitted by law, the City agrees to indemnify, defend, and hold ARC harmless from and against, and to reimburse ARC with respect to any and all losses, damages, liabilities, claims, judgments, settlements, fines, costs, and expenses (“**Indemnifiable Amounts**”) of every nature whatsoever incurred by ARC by reason of or arising out of or in connection with any breach or default in the performance of any obligation on the City’s part to be performed under the terms of this Agreement or arising out of or relating to any actual or alleged negligent act or omission or willful misconduct of the City, or any of the City’s officers, agents, employees or contractors (“**Indemnifiable Events**”).

The indemnifications to be provided pursuant to this subsection shall survive the expiration or earlier termination of this Agreement.

**b. Procedure.** With respect to any claims or demands by third parties that relate to Indemnifiable Events and/or Amounts, whenever either party (the “**Indemnified Party**”) shall have received a written notice that such a claim or demand has been asserted or threatened, the Indemnified Party shall deliver notice to the other party (the “**Indemnifying**

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**Party**”) of such claim or demand and of the facts within the Indemnified Party’s knowledge that relate thereto within the earlier of (a) fifteen (15) days after receiving written notice of the claim or demand, or (b) with respect to arbitration, litigation, or similar proceedings, not less than ten (10) days before the initial date by which the Indemnified Party would be required to file its first substantive response to such action, but in no event less than the amount of time that the Indemnified Party is given to respond to the action. The Indemnifying Party shall then have the right and the obligation to contest, defend, negotiate or settle any such claim or demand through counsel of its own selection, solely at its own cost, risk, and expense.

**10. Term and Termination.** This Agreement shall commence on the Effective Date and shall continue for a term of ten (10) years. This Agreement shall automatically be extended for up to two five (5) year terms thereafter, unless either party gives notice to the other party at least six (6) months prior to the expiration of the then-current term of its intention not to extend this Agreement. Notwithstanding the foregoing, this Agreement may be terminated by written notice under the following circumstances: (a) a party has breached its obligations hereunder and such breach remains uncured for one hundred twenty (120) days after the non-breaching party has given notice to the breaching party describing such breach or, in the case of a breach by ARC, such other period as the Superintendent may reasonably determine; or (b) either party has defaulted in its obligations under this Agreement on three or more occasions during any consecutive 12-month period.

**11. Self-Help.** In the event the Superintendent reasonably believes that ARC has caused or permitted any condition to exist that presents an imminent danger to the health and safety of program participants or DPR employees, the Superintendent shall provide notice of such condition to ARC. Within twenty-four (24) hours following receipt of any such notice or



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such other period determined by the Superintendent, ARC shall correct or mitigate the condition to the reasonable satisfaction of the Superintendent. In the event that ARC either intentionally or negligently fails to satisfactorily correct or mitigate the condition within the prescribed time for performance, DPR may itself undertake the prescribed correction or mitigation. ARC shall reimburse DPR for DPR's cost of performing the correction or mitigation. Failure by ARC to correct or mitigate a condition giving rise to the need for DPR self-help as provided herein or failure to reimburse DPR for its costs of performing the correction or mitigation shall represent a default under this Agreement for purposes of possible termination as provided in Section 10(b).

**12. Review and Amendment.** At least every five (5) years during the term of this Agreement, ARC and DPR will review the terms and conditions of this Agreement and consider in good faith whether any amendments might be necessary to further the purposes of this Agreement.

**13. Further Documents or Necessary Action.** The Parties shall cooperate and take such action as each party deems appropriate in order to effectuate the transactions contemplated by this Agreement. The Parties agree that authorization for all such action is included in their approval of this Agreement.

**14. Authorization and Authority.** The governing bodies of the City and ARC have authorized the execution of this Agreement by the Parties and have granted specific authority to the Superintendent (or his or her designee) and the ARC Executive Director (or his or her designee), respectively, to make such determinations, issue such notices, and negotiate and enter into the further agreements contemplated hereby. In addition, from time to time as circumstances warrant, the Parties may negotiate and implement without additional ordinance authority mutually acceptable changes to Agreement appendices that are consistent with this

## Exhibit A

Agreement. DPR and ARC therefore represent and warrant that all necessary corporate or statutory actions have been duly taken to permit DPR and ARC to enter into this Agreement and that each undersigned agent has been duly authorized and instructed to execute this Agreement.

**15. Legal Relationship.** This Agreement does not constitute ARC as the agent or legal representative of the City for any purpose whatsoever. ARC has no express or implied right or authority to assume or create any obligation or responsibility on behalf of or in the name of the City or to bind the City in any manner or thing whatsoever.

**16. Public Disclosure Requests.** ARC shall establish and train its employees in a protocol for responding to any public disclosure requests that ARC or its employees may receive that ensures such requests are transmitted to the Superintendent's office within twenty-four (24) hours of receipt.

**17. Termination of the Original Agreement.** The Original Agreement is terminated and superseded by this Agreement when this Agreement becomes effective.

**18. Governing Law.** This Agreement shall be governed by and interpreted under the laws of the State of Washington applicable to agreements made and to be performed in Washington, exclusive of its conflict of law rules.

**19. Consistency with Labor Agreements.** The Parties intend that this Agreement be construed consistent with applicable City labor agreements as they now exist or may be negotiated in the future. In the event of conflict, the provisions of any such labor agreement shall control.

**20. Entire Agreement.** This Agreement, including all appendices and the Annual Services Agreements, when executed, contain the entire understanding between the Parties and their successors in interest, to the extent permitted herein, with respect to the subject matter

Exhibit A

hereof, and supersedes any promises or conditions in any other oral or written agreement. No provision of this Agreement may be amended or supplemented except by a written agreement signed by the Parties hereto or their respective successors in interest. In the case of any specific conflict between this Agreement and the Child Care Programs Services Agreement, the Child Care Programs Services Agreement shall control. Provisions contained in any Annual Services Agreement shall control over specifically conflicting provisions contained in this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Master Services Agreement as of the day and year stated above.

**DPR:**

CITY OF SEATTLE DEPARTMENT OF  
PARKS AND RECREATION

By \_\_\_\_\_  
Timothy A. Gallagher  
Superintendent

**ARC:**

THE ASSOCIATED RECREATION  
COUNCIL

By \_\_\_\_\_  
Anna Martin  
Chair, ARC Board of Directors

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