



**ADVISORY COUNCIL OPERATING AGREEMENT
BY AND BETWEEN
THE ASSOCIATED RECREATION COUNCIL
AND
THE ADVISORY COUNCIL**

THIS ADVISORY COUNCIL OPERATING AGREEMENT (this "**Agreement**") is made and entered into effective as of January 1, 2024 (the "**Effective Date**"), by and between (i) The Associated Recreation Council ("**ARC**"), a Washington nonprofit corporation described in Section 501(c)(3) of the Internal Revenue Code (the "**Code**"), and (ii) the Advisory Council, a Washington nonprofit association (hereinafter, the "**Advisory Council**"). ARC and the Advisory Councils may also be referred to herein as a "**Party**" or collectively as the "**Parties**."

RECITALS

WHEREAS, the City of Seattle (the "**City**") Department of Parks and Recreation ("**SPR**"), ARC and the advisory councils completed a strategic planning process which set forth certain principles by which these parties 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 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 SPR 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 advisory councils would "provide connection to the community and advocate for the success of recreation services"; and

WHEREAS, ARC and SPR entered into a Master Services Agreement that outlines ARC's role in the management and operation of school readiness and out-of-school time programs for pre-school and school-age children and the enrichment and support of youth and adult recreation and life-long learning programs in SPR's various city facilities (the "**Programs**"); and

WHEREAS, advisory councils enhance community connections and advocate for the success of recreation services through input to ARC and SPR on matters of system-wide concern and on site-specific issues, such as recommending recreation and life-long learning programs and program and facility changes and enhancements; participating in efforts to plan



parks, playgrounds, and other community recreation facilities; and carrying out approved recreation projects and activities; and

WHEREAS, pursuant to the Master Services Agreement and ARC's Bylaws, ARC assumes responsibility, on behalf of the Superintendent of SPR, for administering the advisory council recognition process and chartering advisory councils which, through their affiliation with ARC, will assist ARC and SPR in meeting public recreational needs and representing the interests of a particular neighborhood, community or use group to ARC and SPR; and

WHEREAS, pursuant to the Master Services Agreement, ARC commits, among other things, to (a) manage and coordinate advisory council activities (including providing orientation and training opportunities for advisory council members); (b) consult with advisory councils regarding development, scheduling, and content of recreation programs in SPR facilities; (c) support the preparation annual operating budget, in consultation with SPR; (d) routinely solicit comments from advisory councils regarding ARC staff performance for use in ARC staff evaluation and employment procedures; and (e) solicit grants and donations in support of the programs; and

WHEREAS, the Master Services Agreement provides that ARC and each advisory council will execute an Operating Agreement that reflects the advisory councils' roles and responsibilities under the Master Services Agreement; and

WHEREAS, this Agreement is to be construed in a manner consistent with the Master Services Agreement and shall be amended as necessary to remain consistent with the Master Services Agreement, as it may be amended from time to time;

WHEREAS, the Advisory Council and its members are committed to assisting ARC and the Department in meeting public recreational needs including; providing advice on program offerings; supporting community centric special events; promoting activities to increase participation, and engaging in fundraising activities; and

WHEREAS, the Advisory Council has adopted the Advisory Council Bylaws attached hereto as Exhibit A (the "**Advisory Council Bylaws**"); and

WHEREAS, the Advisory Council wishes to be recognized by SPR and chartered by ARC.



AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises made by each Party to the other, and of the mutual agreements contained herein, the Parties hereto agree as follows:

Article I

Term

This Agreement shall be effective as of the Effective Date and may be terminated pursuant to Article IV hereof.

Article II

Advisory Council Responsibilities

The Advisory Council agrees to advise and support SPR and ARC in their planning and implementing of recreation programs, classes, events, and activities in furtherance of SPR's recreational objectives; to work collaboratively with professional SPR and ARC staff in representing community recreation needs; and to advocate for the diverse interests within the community in which Programs are offered. SPR and ARC are committed to increasing racial equity in our services to the community. The role of an advisory council Member is an important component of our shared efforts. SPR acts as the final decision maker and will take into consideration all recommendations made by advisory council members. More specifically, the Advisory Council will:

1. Recreation Programs and Events.

- a. In cooperation with the SPR Representative and ARC, and in a timely manner consistent with the schedule determined by SPR and ARC, provide recommendations of Recreation Programs to be offered, and advisory council goals for the upcoming calendar year.
- b. Recommend culturally responsive Recreation Programs to be offered that meet community needs.
- c. Collaborate with the SPR Representative and ARC to make amendments as needed to the annual budget regarding the purchase and acquisition of event and program-related supplies and materials.
- d. Support the success of recreation programs and events by promoting offerings within the community and Members' broader network.
- e. Review Recreation Program Participant evaluations and general community feedback of recreation services as requested from time to time and recommend programmatic changes to SPR and ARC if data reflects a need for change.
- f. Attend and assist with special event planning, coordination, and day-of tasks.



2. Financial Activities.

- a. In cooperation with the SPR Representative and ARC, and in a timely manner consistent with the schedule determined by ARC and SPR each year, contribute to and approve a draft operating budget for Recreation Programs, in a form acceptable to ARC, which budget shall be finalized by ARC, approved by SPR Superintendent, and adopted by the ARC Board of Directors.
- b. Follow ARC procedures for financial reimbursement and disbursement requests, including timely approval in ARC's electronic accounting system and when necessary, provide a regular signature.
- c. Review monthly financial reports provided by ARC and provide a monthly report out in cooperation with the SPR Representative for council education and understanding of financial activities.
- d. Follow the requisition process outlined by ARC for any recommended spending not included in the approved annual budget.

3. Human Resources.

- a. Make recommendations to ARC regarding recruitment and hiring of ARC Staff, Recreation Instructors, and Independent Contractors. ARC will lead and complete the hiring process; a recommendation does not guarantee a hire.
- b. Promote job openings within the community and your broader network.
- c. Provide ARC with positive feedback and concerns regarding ARC staff and Independent Contractors.

4. Maintenance.

- a. Notify SPR when maintenance is needed for programming spaces and equipment.
- b. Utilize the City of Seattle [Find It, Fix It Mobile App](#) for all other maintenance needs.

5. Marketing.

- a. Offer ideas and feedback to ARC and SPR to improve reach and effectiveness of marketing strategies.
- b. Work with the SPR Representative and ARC Marketing Department to create promotional materials for activities supported by the Advisory Council.
- c. Promote offerings within the community and Members' broader networks through the posting of flyers, sharing on social media, word of mouth, and other means.

6. Fundraising.

- a. Coordinate and collaborate with ARC and SPR to seek grants, sponsorships, and other contributions pursuant to the ARC [Fundraising Policy and Guidance](#).



- b. Work together with the SPR Representative to set small and large scale fundraising goals, as part of the annual budget process, to enhance program quality, and increase offerings.
- c. Inform SPR and ARC of your intent to seek grants or other contributions, organizing or hosting fundraisers, or conducting capital improvement campaigns.

7. General Operations.

- a. Comply with all local and federal laws and regulations as well as the Advisory Council Bylaws and Code of Ethics as amended by ARC in accordance with the Master Services Agreement.
- b. Record all Advisory Council meeting minutes and submit copies each month, or as requested, to ARC for record keeping.
- c. Provide input in capital improvement project design and process.
- d. Attend ARC provided training to further the development of Advisory Councils and their members.

8. Community Engagement.

- a. Work with SPR and ARC to eliminate barriers for populations served by SPR but not represented in your advisory council, to participate more easily in meetings and provide input on program offerings, activities, and events.
- b. Partner with other advisory councils across the system to foster collaboration and expand advisory council impact.
- c. Develop relationships with community-based organizations, chambers, and small businesses to increase partnership opportunities.
- d. Understand and seek community input by prioritizing communities identified within [SPR's Equity & Priority Populations Index](#).

9. New Member Recruitment.

- a. All members can recommend and actively recruit prospective members.
- b. Advisory Council members should adequately reflect the diversity of community in age, race, gender, sexual orientation, socio-economic status, ability, perspective, and creativity to assure that a spectrum of community interest is reasonably represented.
- c. Utilize ARC recruitment resources as provided on the [Advisory Council Resource webpage](#).



10. Advocacy.

- a. Establish relationships with elected officials and community leaders to promote and increase their awareness of the positive outcomes of recreation programs.
- b. Advocate on behalf of community to SPR for programs, events, activities, and facility improvements to enhance user experience.
- c. Advocate on behalf of SPR to community and elected officials when requested by SPR and ARC.
- d. Advocate in accordance with the ARC [Advocacy Guidance](#).

Article III Grant of Charter

In consideration of the representations, covenants and commitments made by the Advisory Council herein, ARC hereby grants the Advisory Council an official charter, attached hereto as Exhibit B (the "**Charter**").

Article IV Termination

ARC may terminate this Agreement and withdraw the Charter subject to this paragraph and the Master Services Agreement and pursuant to Section 5.4 of ARC's Bylaws, as amended. If the ARC Executive Director is concerned that the Advisory Council may be materially violating provisions of this Agreement or the Advisory Council Bylaws, they or their Designee shall work with the Advisory Council to take corrective action to address such concerns. The ARC Executive Director may withdraw the Charter of the Advisory Council, after consultation with the ARC Board of Directors and the SPR Superintendent, if the Advisory Council (i) violates a material provision of this Agreement or the Advisory Council Bylaws (and has failed to take such corrective action as reasonably determined by the ARC Executive Director to address such violation); (ii) is no longer active; or (iii) is no longer necessary, following consultation with SPR pursuant to procedures to be determined by ARC and SPR.

Article V General Terms

1. Governing Law; Jurisdiction. 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. The Parties hereby irrevocably consent to the nonexclusive jurisdiction and venue of both the state and federal courts sitting in King County, Washington and waive any argument of forum non conveniens in connection therewith.

2. Assignment. This Agreement may not be assigned by any Advisory Council without the prior written approval of ARC. Except as otherwise provided, this Agreement shall be binding upon and inure to the benefit of the Parties' successors and lawful assigns.



3. **Notices.** Any notice under or relating to this Agreement shall be given in writing and shall be deemed sufficiently given and served for all purposes when personally delivered, given by machine-confirmed facsimile, electronic mail, or three (3) business days after a writing is deposited in the United States mail, first-class postage or other charges prepaid and registered, return receipt requested, addressed as follows (or to such other address as a Party may specify through a notice given in accordance with this Section):

ARC:

Executive Director
 Associated Recreation Council
 300 Elliott Avenue W, 100
 Seattle, WA 98119
 Fax: (206) 233-3876

With a copy to:

Director of Recreation
 Seattle Department of Parks and Recreation
 100 Dexter Avenue North
 Seattle, WA 98109
 Fax: (206) 684-4558

If to Advisory Council:

_____Advisory Council

4. **Severability.** If a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision of the Agreement shall be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the remainder of this Agreement shall continue in full force and effect. Failure by any Party to enforce any provision of this Agreement shall not be deemed a waiver of future enforcement of that or any other provision. This Agreement has been negotiated by the parties and their respective counsel and shall be interpreted fairly in accordance with its terms and without any strict construction in favor of or against any Party.

5. **Waiver.** No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving Party.

6. **Headings.** The section headings used in this Agreement are intended for convenience only and shall not be deemed to supersede or modify any provisions.

7. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and such counterparts together shall constitute one instrument.



8. **Exhibits.** The following Exhibits are included with and incorporated into this Agreement by reference:

- Exhibit A Advisory Council Bylaws
- Exhibit B Advisory Council Charter

9. **Amendment.** This Agreement may be modified by ARC with the concurrence of SPR and the approval of the Advisory Council to ensure consistency with the Master Services Agreement between ARC and SPR, as it may be amended from time to time, (the "MSA") as well as for other reasons. If the Advisory Council does not agree to such amendment within sixty (60) days of ARC delivering notice thereof, the Advisory Council shall be deemed to have violated a material provision of this Agreement, and ARC may terminate its Charter pursuant to Article IV of this Agreement.

10. **Construction.** This Agreement shall be construed in a manner consistent with the MSA.

11. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and merges all prior and contemporaneous communications between the Parties.

The Parties agree to the terms of this Agreement.

Printed Name: _____

Printed Name: _____

Signature: _____

Signature: _____

Date Signed: _____

Date Signed: _____

The _____ Advisory
Council Signatory.

**The Associated Recreation Council
Executive Director**