



# Emerson-Garfield Neighborhood Council and Steering Committee

Agenda for Wednesday, August 13, 2014 at Emerson Park

## Neighborhood Council

- Call to order — meeting begins at 7pm
- Quorum verification
- Approval of June minutes
- Additions or changes to agenda

## Guest Speakers

- None

## Action Items

- Greening Neighborhoods Grants

## Discussion Items

- MoU between Project Hope Spokane and EGNC
- Safe Routes to School looking for interviewers
- Traffic circles (Montgomery) and sidewalks (Adams, Madison) out to bid

## Organization Reports

- Corbin Senior Center (Laura Schlangen)
- Spokane C.O.P.S. (Maurece Vulcano)

## Subcommittee Reports

- Neighborhood Planning (Megan Kennedy)
- Emerson-Garfield Farmers' Market (E.J. Iannelli)
- Concerts in the Park (Eline Helm)

## Official Reports

- Police (Capt. Tracy Ponto-Douglas)
- Community Assembly (Jay Cousins)
- Community Development (Sara Kimball)

## ANNOUNCEMENTS

- Spokane Hope Christian Reformed Church holds its authentic Korean food sales **every Friday** concurrent with the market. This month its Saturday sale is **August 16** from 11am to 3pm.
- Building Stronger Neighborhoods will have a booth at Unity in the Community, which runs from 10am to 4pm on **Saturday, August 16**.

**The next meeting will be on Wednesday, September 10 at Corbin Senior Center.**

# MEMORANDUM OF UNDERSTANDING (MOU)

Between

**Project Hope Spokane Inc.**

and

**Spokane's Emerson Garfield Neighborhood Council**

This is an agreement between "Project Hope Spokane", hereinafter called Project Hope, and "Spokane's Emerson Garfield Neighborhood Council", hereinafter called Emerson Garfield Neighborhood Council.

## **I. PURPOSE & SCOPE**

The purpose of this MOU is to clearly identify the roles and responsibilities of each party as they relate to the ongoing operation of the Emerson Garfield Farmer's Market, (The Market).

This MOU is intended to clarify the existing relationship between the parties and allow for further collaboration and growth of The Market.

## **II. BACKGROUND**

In 2013, the Emerson Garfield Neighborhood Council undertook an effort to create a viable farmer's market in Spokane's Emerson Garfield neighborhood. With considerable effort and speed the Emerson Garfield Neighborhood Council and volunteers from the neighborhood established The Emerson Garfield Farmer's Market.

The stakeholders realized early on in the process that they would need logistical assistance in order to accomplish some of the operational tasks of the market. Some of the items that would be needed for the market to operate included, a bank account, a Point-of-Sale system, a reimbursement process for market vendors, assistance with EBT applications, etc. (This listing is not exhaustive.)

In an effort to quickly resolve the outstanding needs of the market, the stakeholders were connected with Project Hope through a mutual supportive partner at Catholic Charities Spokane. It was felt that Project Hope could provide most, if not all, of the needed services and support.

Project Hope began working with the Emerson Garfield Neighborhood Council to facilitate the operation of the Emerson Garfield Farmer's Market and that partnership is ongoing.

Project Hope is working to insure that all of its efforts and initiatives are strategically aligned within its mission and has expressed a need for more clarity in order to continue the relationship with the Emerson Garfield Neighborhood Council in support of the Emerson Garfield Farmer's Market.

At an initial meeting of the Emerson Garfield Neighborhood Council in June of 2014, both parties expressed a willingness and desire to continue working together to provide a viable Farmer's Market in the Emerson Garfield Neighborhood.

### **III. PROJECT HOPE'S RESPONSIBILITIES UNDER THIS MOU**

Project Hope shall:

- a) Insure that the market fits within its charitable purpose and make such changes as may be necessary to maintain that standard.
- b) Exercise operational control of the market, including creation of operating policies
- c) Develop such policies and procedures concerning the operation of the market as may be necessary from time to time.
- d) Serve as the primary point of contact for public questions about operation of the market, or otherwise appoint a person to serve in this capacity
- e) Provide
  1. A Bank Account
  2. Point-of-Sale System
  3. A Reimbursement system for vendors and for market expenses.
  4. Accounting for all financial transactions of the market
- a. Promote the market as a part of its marketing plan
- b. Provide for the operation of the market in such a way as to comply with all applicable laws and regulatory guidelines
- c. Maintain appropriate records as required by local, state and federal authorities and regulatory agencies
- d. Evaluate the market's performance and make operational decisions to insure the market's sustainability.
- e. Provide accurate financial statements to the Emerson Garfield Neighborhood Council on at least a quarterly basis
- f. Provide some portion of a Market Manager's time in order to support the market's operations, should Project Hope employ a person in such a position.

### **IV. EMERSON GARFIELD NEIGHBORHOOD COUNCIL'S RESPONSIBILITIES UNDER THIS MOU**

Emerson Garfield Neighborhood Council shall:

- 1) Publicly Support the market
- 2) Develop neighborhood support for and engagement in the market
- 3) Provide opportunities, where possible for Project Hope's Participants to participate in neighborhood leadership roles.
- 4) Assist Project Hope in raising funds, and gathering resources that may be needed from time to time.

**V. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:**

- 1) The Market is of significant benefit to the residents of Emerson Garfield Neighborhood
- 2) The Market provides a positive economic benefit to local businesses

**VI. MODIFICATION OF THIS MOU**

This agreement may be modified by mutual agreement of the parties, in writing. Any such modifications shall become an addendum to this MOU.

**VII. TERMINATION OF THIS MOU**

This agreement may be terminated by either party with, no less than, 60 days written notice, provided to the parties at the addresses listed below.

**VII. INDEMNIFICATION**

All partners hereby release and shall indemnify, defend, and hold harmless other partners, subsidiaries, affiliates, officers, agents, employees, successors, assigns, and authorized representatives of all of the foregoing from and against all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorney fees, costs, and expenses of any kind or nature, including those arising out of injury to or death to employees, whether arising before or after completion of the work hereunder and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part, or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence of partners, sub-contractors, or of anyone acting under partner's direction or control, or on partner's behalf in connection with or incidental to the performance of this MOU. Partners shall be indemnified and held harmless to the fullest extent permitted by law. If any portion of this indemnity clause is invalid or unenforceable, it shall be deemed excised and the remaining portions of the clause shall be given full force and effect.

The parties agree that each organization is an independent entity and no party has the right of control over employees engaged by the other entities.

**IX. Agreement to Meet in Good Faith**

Both parties agree to meet as necessary to discuss and try to collaboratively resolve any issues or disputes that arise in the course of this agreement. At minimum, parties will meet annually to evaluate collaboration effectiveness and discuss any needed changes to terms of this agreement.

## **X. No Compensation**

Neither party agrees to compensate the other party as a term of this agreement.

## **XI. Notice**

Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered (a) in person, (b) by certified mail, postage prepaid, return receipt requested, (c) by facsimile, or (d) by a commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices shall be addressed as follows:

If to Project Hope Spokane:

Project Hope Spokane  
1428 West Broadway Ave  
Spokane, WA 99201  
Attention: Executive Director

If to Emerson Garfield  
Neighborhood Council:

Emerson Garfield Neighborhood Council  
Address 1  
Spokane, WA 00000000  
Attention: Council President

or to such other address as either party may from time to time specify in writing to the other party. Any notice shall be effective only upon delivery, which for any notice given by facsimile shall mean notice that has been received by the party to whom it is sent as evidenced by confirmation slip.

**XII. EFFECTIVE DATE AND SIGNATURE**

This MOU shall be in effect upon the signature of Project Hope and Emerson Garfield Neighborhood Council’s authorized officials. It shall be in force for a period of one (1) year and may be renewed upon agreement of both parties.

Both parties indicate agreement with this MOU by their signatures.

Project Hope Spokane

Emerson Garfield Neighborhood Council

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Signature

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Signature

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Name

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Name

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