

Funding Agreement

This Funding Agreement (Agreement) is entered into by the Hoyt Arboretum Friends Foundation, the City of Portland, by and through its Portland Parks & Recreation (PPR), the Japanese Garden Society of Oregon (Japanese Garden), World Forestry Center, the Oregon Zoo, and the Portland Children's Museum, collectively "the Parties".

Recitals:

Whereas, all of the Parties operate within Portland's Washington Park and comprise a destination campus for visitors and residents of the region,

Whereas, the Parties all desire to collaborate on issues that affect guests, employees and volunteers, and

Whereas, these entities voluntarily formed a coalition for planning and mutual benefit called the Washington Park Alliance (WPA);

Whereas, in order to pay for advertising, communications and other projects of interest to all the parties, the WPA charges an annual fee to all its members.

Agreed:

1. Term: This agreement is effective July 1, 2010 and will terminate on June 30, 2015, unless terminated earlier, in writing, by the parties or supplanted by a new agreement that addresses collaborative decision making, joint funding of projects and resource sharing.
2. Services Provided: Each party agrees to an annual contribution to fund projects and initiatives mutually determined by the members of the WPA and for the mutual benefit of its members.
3. Annual Contribution:
 - a. Each party agrees to contribute \$2,000 annually, upon invoice.
 - b. The Japanese Garden will annually invoice all parties by August 1st.
 - c. The Japanese Garden will collect and hold the WPA funds.
 - d. The Japanese Garden will disperse funds in accordance with WPA direction.
 - e. The Japanese Garden will keep an accounting of how funds were spent and, upon request, provide a copy to each of the parties.
4. Termination for Convenience. Any party may withdraw from this Agreement at any time by providing thirty (30) days written notice to the other parties; however, annual fees will not be refunded.
5. Funding Limitations. Each party's obligation to contribute set forth in herein is subject to and conditioned upon a determination by said party that funds are available for that purpose. The determination to contribute shall be made annually at each party's sole discretion
6. Record-keeping. The Japanese garden shall maintain and retain all fiscal records relating to this Agreement for a period of three years after termination of this Agreement, or such longer period as may be required by applicable law and in accordance with generally accepted accounting principles. The parties agree that each party shall have access to such fiscal records and other books, documents, papers, and writings that are pertinent to this Agreement to perform examinations and audits and make copies, excerpts and transcripts. It is also acknowledged and

agreed that, in the event of any audit arising out of or related to this Agreement, the party requesting documents shall retain such copies of documents.

- 7. Documents. All records, reports, data, writings or media that are prepared or developed in connection with this Agreement will co-owned by among others, the City of Portland and the Oregon Zoo and Metro and therefore may be subject to the Oregon Public Records Act.

Hoyt Arboretum Friends Fdn.

By: [Signature]

Title: Executive Director

Date: 12-9-10

City of Portland – Parks & Recreation

By: _____

Title: _____

Date: _____

Japanese Gardens Society

By: [Signature]

Title: Exec. Director

Date: 12-9-10

Metro- Oregon Zoo

By: [Signature]

Title: Zoo Director

Date: Dec 9, 2010

World Forestry Center

By: [Signature]

Title: Operations Director

Date: 12-9/2010

Portland Children's Museum

By: [Signature]

Title: Executive Director

Date: Dec 9, 10

Approved as to Form

[Signature]
Chief Deputy City Attorney