

## RESOLUTION NO. 2017-01

A RESOLUTION accepting a monetary donation in the amount of \$20,000.00 from the estate of Fredrick C. Mundy.

WHEREAS, the last will and testament from the Fredrick C. Mundy estate identifies the Ellensburg Library and the Ellensburg Parks & Recreation Department as each receiving \$10,000.00; and

WHEREAS, the Park Acquisition and Development Fund (Fund 160) would benefit from the donation; and

WHEREAS, the Library Trust Fund (605) would benefit from the donation; and

WHEREAS, the Ellensburg City Council, pursuant to 2.04.120 of the Ellensburg City Code must accept any restricted monetary donation which exceeds \$1,000; and

NOW THEREFORE, the City Council of the City of Ellensburg, Washington, does resolve as follows:

Section 1. The City Council of the City of Ellensburg hereby authorizes the Library and Parks & Recreation Department to accept and split the donation from the Fred Mundy estate in the amount of \$20,000.00.

Section 2. The City Council authorizes adding the necessary budget adjustments to the Park Acquisition Fund (Fund 160).

Section 3. The City Council authorizes adding the necessary budget adjustments to the Library Trust Fund (Fund 605)

ADOPTED by the City Council of the City Ellensburg this 3<sup>rd</sup> day of January 2017.

  
\_\_\_\_\_  
Mayor

Attest:   
\_\_\_\_\_  
City Clerk

AGREEMENT RE: LAST WILL AND TESTAMENT  
OF FREDERICK C. MUNDY

Dated: December 6, 2016.

Parties:

1. PLANNED PARENTHOOD FEDERATION OF AMERICA, INC. ("PPFA").
2. PLANNED PARENTHOOD OF GREATER WASHINGTON AND NORTH IDAHO, INC. ("PPGWI").
3. JOHN CLEMAN, an individual ("Cleman").
4. WASHINGTON STATE UNIVERSITY FOUNDATION ("WSU Foundation").
5. KCTS TELEVISION ("KCTS").
6. KITTITAS VALLEY COMMUNITY HOSPITAL FOUNDATION ("KVCHF").
7. CITY OF ELLENSBURG PUBLIC LIBRARY ("Library").
8. UNITED WAY OF KITTITAS COUNTY ("United Way").
9. CITY OF ELLENSBURG PARKS & RECREATION DEPARTMENT ("Parks Department").
10. BAKER BOYER BANK, Personal Representative of the Estate of Frederick C. Mundy ("Personal Representative").

Recitals:

1. FREDERICK C. MUNDY ("Decedent") died May 20, 2016, leaving a Last Will and Testament dated December 16, 2008 ("Will"), and a Codicil to the Last Will and Testament dated October 7, 2015 ("Codicil").
2. The Will and Codicil have been admitted to probate in Kittitas County Superior Court Case No. 16-4-00076-2. Baker Boyer Bank has been appointed Personal Representative of the Estate.
3. The Will provided for specific bequests to Cleman, the WSU Foundation, KCTS, KVCHF, the Library, United Way and the Parks Department ("the "Specific Bequests") with the residue to be distributed to PPFA.

4. The Codicil eliminated the above-described specific bequests, provided a specific bequest for PPGWNI, and again provided the residue of the Estate was to be distributed to PPFA.

5. In the interest of avoiding litigation about the clarity of Decedent's intent, the parties have entered into this Agreement.

### AGREEMENT

1. Authority for Agreement: This Agreement is executed by the parties pursuant to RCW 11.96A.220 and is intended to be binding and conclusive upon all parties having an interest in the Estate of Frederick C. Mundy. The parties agree this Agreement shall be filed with the Kittitas County Superior Court in Case No. 16-4-00076-2, and waive notice of filing.

2. Potential Issues Regarding Decedent's Intent: The beneficiaries of the Specific Bequests may claim that, at the time Decedent executed the Codicil, Decedent may have believed, notwithstanding the plain meaning of the Codicil, that the provisions of the Codicil did not preclude a continuation of the Specific Bequests. Without expressing an opinion about the validity of such a claim, the parties agree that it would not be in the best interest of any party to pursue litigation.

3. Agreement Re: Distribution of Estate: Subject to the terms, covenants and conditions herein, the parties agree the Estate of Frederick C. Mundy shall be distributed as follows:

- (a) \$800,000.00 to Cleman.
- (b) \$10,000.00 to the WSU Foundation for the use of Northwest Public Radio.
- (c) \$10,000.00 to KCTS Television to support programming in Central Washington through KYVE 47.
- (d) \$10,000.00 to the KVCH Foundation.
- (e) \$10,000.00 to the Library.
- (f) \$10,000.00 to United Way.
- (g) \$10,000.00 to the Parks Department.
- (h) \$500,000.00 to PPGWNI.
- (i) The residue of the Estate to PPFA.

4. Debts of the Estate: In the event the allowed claims against the Estate exceed \$50,000.00, each of the above-described specific bequests and residual bequest shall be charged with a share of the total claims equal to a fraction, the numerator of which is the amount to be distributed to the named beneficiary and the denominator of which is the total amount available for distribution without consideration of the allowed claims against the Estate.

5. Expenses of Administration: All expenses of administration shall be paid from the residue of the Estate.

6. Waiver of Claims: Each party to this Agreement unconditionally waives, releases and discharges all claims and causes of action, known and unknown, against every other party to this Agreement.

7. Venue, Attorney Fees: Venue of any action to enforce or construe this Agreement shall be in the Kittitas County Superior Court, and the prevailing party shall be entitled to an award of their reasonable attorney fees and costs.

8. Execution in Counterparts, Facsimile or Scanned Signatures: This Agreement may be executed in counterparts and the counterparts, when taken together, shall constitute the original Agreement. Facsimile or electronic transmission of any signed, original document shall be the same as delivery of an original. At the request of any party, the parties will confirm facsimile or electronically transmitted signatures by signing and transmitting to the attorney for the Personal Representative an original document for filing.

9. Binding Agreement: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legatees, devisees, legal and personal representatives, executors, administrators, successors and assigns.

\_\_\_\_\_  
JOHN CLEMAN

WASHINGTON STATE UNIVERSITY  
FOUNDATION:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

KCTS TELEVISION:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

KITTITAS VALLEY COMMUNITY  
HOSPITAL FOUNDATION:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

CITY OF ELLENSBURG PUBLIC LIBRARY:

By: \_\_\_\_\_  
Name: \_\_\_\_\_

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

UNITED WAY OF KITTITAS COUNTY:

By: \_\_\_\_\_

Name: \_\_\_\_\_

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

CITY OF ELLENSBURG PARKS &  
RECREATION DEPARTMENT:

By: \_\_\_\_\_

Name: \_\_\_\_\_

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

PLANNED PARENTHOOD OF GREATER  
WASHINGTON AND NORTH IDAHO, INC.:

By: \_\_\_\_\_

Name: KARL EASTLUND,

Title: Chief Executive Officer.

PLANNED PARENTHOOD FEDERATION  
OF AMERICA:

By: \_\_\_\_\_

Name: *Debra E. Miller*

Title: *CEO - Chief Development Officer*

BAKER BOYER BANK,  
PERSONAL REPRESENTATIVE

By: \_\_\_\_\_

Name: \_\_\_\_\_

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