

Tiffany Park Neighborhood Association

April 21st, 2021 – Virtual Zoom Mtg 7pm

(Invited: Marina, Dave, Bill, Larry, Darrin, Cynthia, Latonya, Charles and Ladaska)

7:00 Welcome Everyone, Quorum call (Cynthia)

- *Quorum called at 7:03pm*

7:01 Approve the minutes from January 13th, 2021 meeting

- *Meeting minutes approved at 7:04pm*

7:02 Approve the updated minutes from March 31st, 2021 meeting

- *Meeting minutes approved at 7:06pm*

7:03 Change in Steering Committee members. (Cynthia)

- *Samantha has resigned from the TPNA*

7:04 Official vote on Ladaska

- *Ladaska's membership approved, Cynthia nominates, Marina seconds, vote is approved by all*

7:05 Request from Dale for a new grey bin...City has been contacted. (Cynthia)

- *Republic won't provide a new bin without service address/account, waiting on an answer from Drey Hicks about a new bin*

7:06 Discussion on TPNA, City, and Ginger Creek Park continued.

Latest info from City Attorney 4/12/2021 and attachment (signed

agreement between City and SPU in 2007): *“Again, specifically with regard to your question no. 1 While it may not appear to be a legal question to you... it can be in many ways and is very fact dependent. Without giving legal advice, generally, there are many differences between the pocket park established by a license/permission to the city and the remainder of SPU properties. I will only give you the following general response:*

SPU is the property owner. The Public Duty Doctrine generally provides some immunity for public use of property. It is probably best described in the Municipal Research book Knowing the Territory and in large part depends upon how the property is used.

P. 3 “PUBLIC DUTY DOCTRINE Some additional immunity is provided in case law by the “public duty doctrine.” Under that doctrine, when a city, county, or special purpose district’s duty is owed to the public at large (such as for general law enforcement), an individual who is injured by a breach of that duty has no valid claim against the city, county, or district, its officers, or employees. There are certain exceptions; e.g., in cases where a special relationship is created (such as when an officer or employee makes direct assurances to a member of the public under circumstances where the person justifiably relies on those assurances); or when an officer or employee, such as a building official, knows about an inherently dangerous condition, has a duty to correct it, and fails to perform that duty. Taylor v. Stevens County, 111 Wn.2d 159, 171-72, 759 P.2d 447 (1988).

The relationship between the City and SPU relating to the Pocket park is defined by the Agreement. The creation of the pocket park was done through the license/agreement to the City – SPU gave the city permission to have the pocket park on that specific piece of property in the larger parcel of the SPU property. The City does not have permission to use the other areas of the SPU larger parcel for this purpose. What SPU allows on the other areas of this large parcel is not my concern.

To recap: We all agree that TPNA cannot agree to take on the liability for the GCP-we are not an entity of authority or enforcement nor are we omniscient. What can we agree to do? What help do we want/need from the City?

- Discussion of relationship with city and maintenance of the park. City wants a new agreement with TPNA in regards to Ginger Creek Park. We've agreed we don't want to accept liability for anything related to the park and will not sign any agreement without legal representation and without liability protection. We have no issue with continued upkeep of park.
- Where in writing from the city does it say we, as TPNA, can do what we do (represent our neighborhood, hold events, etc.)?

Past Data shared concerning research since January 2021:

- Neighborhood Association status with City of Renton—we are an independent group from the City of Renton. We are **recognized** by the City for purposes of grants. (stated by City attorney in March 2021)
- There is no immunity for TPNA by the City of Renton.
- Being incorporated non profit with Sec State of WA, there is a very loose/vague statement on protection from negligence with legal disclaimers.
- We are not “protected” by this statement.

Insurance:

- 3 insurance companies contacted said to disband, to not be an incorporated with SOS, to remove all titles, and just be neighbors helping neighbors. (we do not own anything)
- 1 more insurance company said they would only talk about coverage to us if we were a 501C3.
- 1 more insurance company said IF they were to cover general liability for us, it would be \$700 to \$1000 per year.
- 1 more insurance company explained that personal homeowners insurance umbrella policies usually cover people that sit on boards/volunteer for non profits etc as long as not paid. Check with your own insurance companies.
- One of the insurance companies gave me several examples of how we are not protected, I will not list them here, to be discussed.
- One said coverage depends on our By Laws and how they are written.
- Last insurance company contacted has not given me quote, work in progress and so far, they do not have a company that would insure us.

Other Organizations:

- Executive Director at large WA 501C3 recommended putting in fine print on all our documents/signs etc, “no fault”.....insurance is very expensive for them and they cover everything...opinion was with how small we are then we should not be a 501C3 as too much hassle and money.
- Friend who is an attorney: commercial insurance lawyer is what we would need....her opinion was we are small and don't have “risk” so nothing to insure....no real reason to become a 501C3 at our size.
- 2nd friend who is an attorney: not an insurance lawyer either but sits on boards....worked on spin off non profit and was very difficult to get insurance...thinks all of us should have some kind of personal umbrella insurance...and skip getting insurance for entity as we are so small...no risk etc.
- Friend who works with attorneys...her opinion, we are not covered...should get at least general liability insurance.
- Family member who is head of a neighborhood association in CA, only gets Directors and Officers insurance for their group, buys special one day events for general liability when needed...sends out donation envelopes in the neighborhood to get money for beautifying of neighborhood.
- Friend who used to run a large neighborhood association in Seattle, suggested changing from membership to contributions and suggests getting liability insurance.

8:00 Thank you for attending!