MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF SPOKANE
AND
THE FRIENDS OF THE BLUFF

THIS MEMORANDUM OF UNDERSTANDING is made by and between the City of Spokane Parks and Recreation Division, a Washington State municipal corporation, located at City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201 (the City), and the Friends of the Bluff, a Washington State nonprofit corporation whose address is P.O. Box 3771, Spokane, WA 99223 (FOB).

WHEREAS**,** the City of Spokane Parks and Recreation Division owns or operates and maintains real estate, buildings and other recreational and entertainment facilities, and operates a wide variety of programs and services; and

WHEREAS**,** High Drive Bluff which is a conservation area frequented by trail enthusiasts, a habitat for wildlife and a valuable City resource and which is further described in Exhibit 1 which is attached hereto and incorporated herein; and

WHEREAS, FOB is a community group of volunteers that formed in 2010 to help with the stewardship of High Drive Bluff; and

WHEREAS, FOB wishes to support the City's stewardship of High Drive Bluff and help the City accomplish more than public funding allows; and

WHEREAS, the City wishes to assist and enhance the operation of, and appropriately recognize, FOB; and

WHEREAS, the City wishes to support the fund-raising activities of FOB and promote a positive relationship with its staff and volunteer members; and

WHEREAS, FOB wishes to assure the City that FOB's support of the City's stewardship of High Drive Bluff will be consistent with the City's vision and mission.

NOW, THEREFORE, the parties agree as follows:

Section 1. FOB Representations. FOB represents and acknowledges the following with regard to its operation, creation and purposes:

A. The mission of FOB is to steward the High Drive Bluff through volunteer efforts, community partnerships, and education. FOB will conserve the area in a natural, sustainable state for multiple users who respect the resource, each other, and wildlife.

B. FOB will strive to support the City's mission and goals with respect to the management of High Drive Bluff.

C. FOB will operate as a private legal entity separate from the City.

D. FOB will use sound fiscal and auditing procedures.

E. FOB will not interfere with day-to-day Parks and Recreation Division operations.

Section 2. City Representations. City represents and acknowledges the following with regard to its relationship with FOB:

A. City will support FOB stewardship activities by responding to FOB requests for information in a timely fashion.

B. City will make itself available for monthly meetings with FOB representatives.

C. City will provide FOB with advance notice of any City management actions occurring on High Drive Bluff.

D. City will notify FOB as soon as possible if it develops or becomes aware of any concerns regarding FOB stewardship activities.

E. City will confer with FOB on issues, transactions, and decisions that impact High Drive Bluff and work collaboratively with FOB to resolve issues related to High Drive Bluff.

F. City will support FOB's fundraising efforts.

Section 3. FOB Documents – Required Provisions. FOB shall include language substantially similar to the following clauses in its enabling documents:

A. Articles of Incorporation. In the event of its dissolution, FOB's assets and records will be distributed to the City of Spokane for Parks and Recreation services, provided the City remains a qualified tax exempt organization under relevant federal and

state income tax laws and provided that such assets shall only be used to support the stewardship of High Drive Bluff.

Section 4. Insurance. FOB will maintain at its own expense general Liability Insurance on an occurrence basis, with a combined single limit of not less than $1,000,000 each occurrence for bodily injury and property damage. It shall provide that the City, its officers and employees are additional insureds but only with respect to the FOB's services to be provided under this Agreement.

Section 5. Accountability and Stewardship. As the City and FOB want to maintain the highest levels of accountability and stewardship, the City and FOB agree to share information as reasonably requested. FOB will also develop reporting processes and institute compliance and auditing procedures that ensure donated funds are accounted for, expenditures are made in accordance with donors' wishes and reports are made to donors on the use of such funds.

Section 6. Park Board Control of Property – FOB acknowledges that the Park Board has all control and authority over park property and its use, development and care. FOB will not represent itself as having any jurisdiction or authority over any Park property, including the High Drive Bluff area.

Section 7. Urban Forestry – FOB acknowledges that any tree pruning, planting, or removal of City-owned trees will only be done with the approval and guidance of the City's Urban Forester.

Section 8. Park Board Approval of Plans – FOB must generally obtain approval from the Park Board for any maintenance, development or construction on Park property not in conformance with a Park Board-approved plan under Section 9. FOB's volunteer resources will be used for litter and weed control and for minor trail erosion repair. However, any re-routing, decommissioning or adding new trails not included in a Park Board-approved plan under Section 9 must be first approved by the City. The Director of Parks and Recreation is authorized to grant approval under this Section unless in his or her sole discretion he designates a staff person that reports to the Director.

Section 9. FOB Plans for Property – If FOB develops plans or guidelines for the use, development or maintenance of the High Drive Bluff property, such plans shall be approved by the Director of Parks and Recreation or designee before they are published to the public.

Section 10. Termination. In addition to the method of termination provided for in Section 16, this Memorandum may be terminated by either party by delivering written notice of termination to the non-terminating party at least thirty (30) days prior to the effective date of any termination.

Section 11. Entire Agreement and Amendment. This Memorandum represents the parties' entire agreement with respect to the matters specified herein. Terms of this Memorandum will be reviewed and modified or renewed every three years.

Section 12. Additional Terms and Conditions. Additional terms and conditions may be found in Exhibit 1 which are attached hereto and incorporated herein by reference.

Section 13. Governing Law. It is understood that this Memorandum shall be governed by and construed under and in accordance with the laws of the State of Washington.

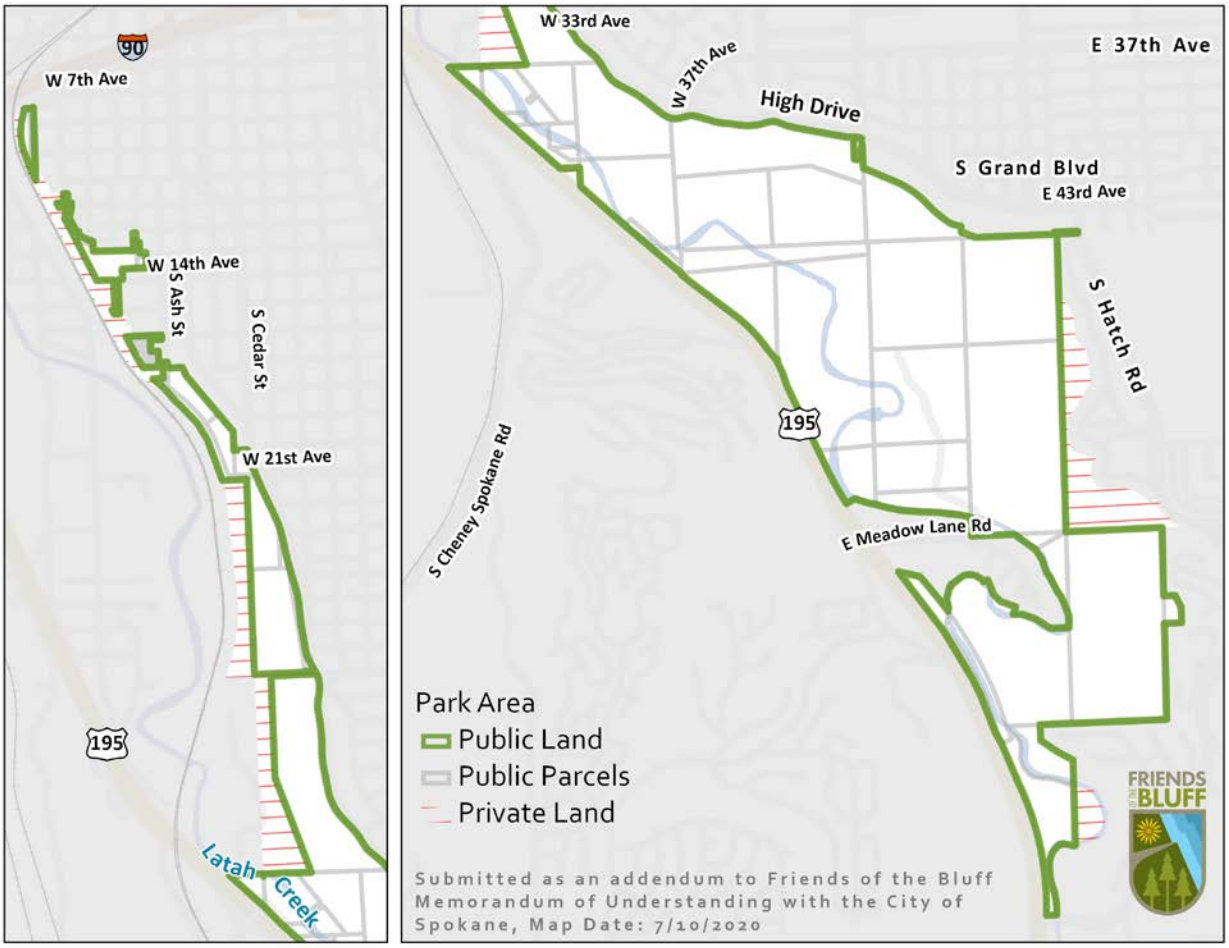
Section 14. Severability. Any provision of the Memorandum which is prohibited or unenforceable shall be ineffective only to the extent of the prohibition or unenforceability without invalidating the remaining provisions thereof.

Section 15. Remedies. The sole remedy for noncompliance with or nonperformance of the terms of this Memorandum shall be termination of the agreement.

Section 16. Dispute Resolution. Should any dispute arise out of or related to this Memorandum of Understanding or its performance by the parties hereto, the parties shall meet and attempt to reach a resolution. Should the parties not reach a resolution, this agreement will terminate.

Section 17. Term. This Memorandum shall become effective upon execution by both parties and shall terminate on December 31, 2023, unless terminated as provided in Section 10 or 16, or renewed by mutual consent of both parties.

Exhibit 1 – High Drive Bluff



The High Drive Bluff includes, for the purpose of this Agreement, a vast space. The North to South boundary stretches from W 7th Ave on the North boundary to the bridge at Hatch Road to the South. The Eastern boundary is generally High Drive and residential homes along the hillside. The Western boundary is less specific but can be described as public lands abutting and crossing Latah Creek, as well as public land adjacent to the Burlington Northern Right-of-Way. All told, public land in this area totals approximately 850 acres. There is private land abutting public land described above included in this area as indicated by the red lines on the map (the “Private Land”).

The parties acknowledge, that the Private Land is included in the description of the High Drive Bluff and neither the City nor FOB have any rights or obligations related to it, generally. Likewise, the parties agree that to the extent any portion of the Private Land is considered for any acquisition, control or other matter that involves the City, or there is any action or issue that arises as a result of any portion of the Private Land and involves the City, then that portion of said Private Land should be subject to this MOU as between the parties.

CITY OF SPOKANE PARKS AND RECREATION DIVISION

_____ _____

Garrett Jones, Director of Parks & Recreation Date

Attest: Approved as to form:

_____ _____

City Clerk Assistant City Attorney

THE FRIENDS OF THE BLUFF

_____ _____

By Date

Trevor Finchamp_____

Name

President_____

Title