

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF OLYMPIA AND THE OLYMPIA CAPITOL PARK FOUNDATION
REGARDING ISTHMUS PROPERTY DEVELOPMENT**

This Memorandum of Understanding (MOU) is made and entered into by and between the City of Olympia (the City) and the Olympia Capitol Park Foundation (OCPF), collectively "Parties" or "the Parties".

WHEREAS, the City purchased two parcels of property located at 505 and 529 4th Avenue W in Olympia, Washington, known as the "Isthmus Properties," and;

WHEREAS, the assistance of OCPF was instrumental in obtaining a \$600,000 Thurston County Conservation Futures grant used as part of the funding package for acquisition of the properties for a park, and;

WHEREAS, the assistance of the OCPF was also instrumental in obtaining a state of Washington Wildlife and Recreation Program grant to support creating the park, and;

WHEREAS, the City and OCPF wish to work in partnership to raise funds for demolition of the buildings on the Isthmus Properties and site development as a park, and;

WHEREAS, OCPF has a goal of providing at least \$400,000 to the City in donated funds to be used for design, permitting, demolition, and site redevelopment of the Isthmus Properties as a park;

NOW, THEREFORE, BE IT RESOLVED THAT:

1. **The City's Commitments:**

- 1.1 The City will plan, design, and solicit bids for the demolition of buildings located on the Isthmus Properties.
- 1.2 The City will follow its normal processes for park development, which involves working with the Parks and Recreation Advisory Committee (PRAC) in conducting any/all public process for future site development, including meetings with the community to obtain feedback on desired project amenities and/or components, and the development of concept plans.
- 1.3 The City will apply any funds donated by OCPF toward the costs of demolition of buildings located on the Isthmus Properties and/or toward the costs of developing a park on the Isthmus Properties.
- 1.4 The City will use the established policies and practices for park naming.

2. **OCPF's Commitments:**

2.1 OCPF will work as partners with the City to raise additional grant funding and/or private donations for demolition and future development of the Isthmus Properties as a park.

2.2 OCPF has a goal of raising and providing at least \$400,000 to the City in funding to be used for building demolition and site development of the isthmus parcels as a park. Although OCPF is under no obligation to provide this funding, if the funding is provided it will be spent in accordance with the provisions of this MOU.

3. **Other Terms and Conditions**

3.1 **Joint Board.** This MOU creates no Joint Board and no separate legal entity.

3.2 **Amendment.** This MOU may be amended from time to time with the joint approval of both parties.

3.3 **Duration.** This MOU shall remain in effect until the development of the Isthmus Properties is completed. Either party may terminate this MOU by providing written notice of termination to the other party.

3.4 **Limited Effect of this MOU.** This document is an expression of the intent of the Parties on how donated funds from OCPF will be used for demolition and site development of the Isthmus Properties as a park. This document does not amend any of the City's regulations or impact in any manner any requirements for development within the City of Olympia.

3.5 **Points of Contact.** Each of the Parties shall designate from its respective staff a contact person with responsibility for administration of the terms of this MOU.

3.6 **Effective Date.** This Memorandum of Understanding shall be effective upon execution by all parties hereto.

CITY OF OLYMPIA

OLYMPIA CAPITOL PARK FOUNDATION

Steven R. Hall
Its: City Manager
Dated: _____

Print Name: _____
Its: _____
Dated: _____

APPROVED AS TO FORM:



Thomas C. Morrill, City Attorney