



## **SECTION 1 – SAMPLE MOU PRIVATE PROJECTS ON PARK PROPERTY**

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### **PARKS AND RECREATION MEMORANDUM OF UNDERSTANDING**

**[PROJECT NAME]**

**[PROJECT NAME]**

**ATTN: [PROJECT CONTACT]**

**[CONTACT STREET ADDRESS]**

**[CITY, STATE ZIP]**

City of Bellingham

ATTN: Parks Department

3424 Meridian Street

Bellingham, Washington 98225

Re: Memorandum of Understanding (“MOU”) for **[PROJECT NAME]**

This MOU confirms that the City of Bellingham (the “City”) intends to participate and cooperate with **[PROJECT DESCRIPTION]** (the “Project”) at **[PROJECT LOCATION]**, in the location shown and per the plans, incorporated into Exhibit “A” attached to this MOU and incorporated herein by this reference.

Any changes, additions or modifications to this MOU should be memorialized in a properly executed writing.

The parties hereto acknowledge that the character of work undertaken in the Project is the type that should require the parties to be adequately insured and each party has assessed its own risks and will carry insurance as it deems appropriate and necessary.

The provisions of this MOU are not intended to create, nor shall they be in any way interpreted or construed to create a binding contract, a joint venture, employer/employee relationship, partnership, or any other similar relationship between the parties.

**[PROJECT PROPONENT NAME]** understands and acknowledges by its signature below that the failure to meet any Project milestone contained herein may, in the City's discretion, result in termination of the Project and **[PROJECT PROPONENT NAME]** acknowledges and accepts that risk.

The City's participation in the Project detailed in Exhibit "A" is expressly limited to the availability of funds for such participation and in the event that funding is withdrawn, reduced or limited in any way after the date of this MOU due to City budgetary constraints, and prior to its normal completion, the City may summarily terminate its participation in, and cooperation with the Project (thereby possibly terminating the Project as well) notwithstanding the existence of this MOU or any provisions hereof.

By signing below, the parties acknowledge that they have agreed to defend and indemnify the other from all claims or suits brought against the other by their own employees, contractors or subcontractors arising from the Project except to the extent that any such claim or suit is the result of the negligent act or omission of the party against whom the claim or suit is brought.

Please sign at the bottom of this page and return the original to the City address above. The City looks forward to working with you.

Sincerely,

\_\_\_\_\_  
Director of Parks and Recreation

Agreed and accepted by:

[PROJECT PROPONENT NAME]

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

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

## EXHIBIT "A"—SCOPE OF THE PROJECT

Installation of a [PROJECT NAME]

**Statement of Purpose:**

[PROJECT PROPONENT NAME HERE] (PP), a volunteer citizens group located in Bellingham, WA, desires to install a permanent [PROJECT DESCRIPTION/NAME], "the project", in [PROJECT LOCATION], which is owned and operated by the City of Bellingham. The purpose of this MOU is to set forth the roles and responsibilities of the City and [PROJECT PROPONENT].

**Responsible Party Key**

[“PP”= PROJECT PROPONENT NAME; “PR”= City of Bellingham Parks and Recreation Dept.; “J”= Joint responsibility.]

**Task 1. Funding**

- 1.1. PP shall raise all funds and donations to support the project.
- 1.2. PP must partner with a non-profit umbrella group to hold funds for the project.
- 1.3. PP shall raise a minimum of [PROJECT DOLLAR AMOUNT], or all funds necessary to complete the project, in donations of money, materials or pro-bono services toward the installation prior to the start of construction. A detailed accounting of funds and commitments shall be submitted 15 days prior to the start of work.
- 1.4. In the event the project is not completed within [XX] calendar days from the start of construction, the City shall have access to any remaining funds held by the [NON-PROFIT NAME], to make the site safe by either completing the project, or removing materials and restoring the area to its original condition.

**Task 2. Planning and Design**

- 2.1. PP shall initiate final site planning in coordination with constituent group and Bellingham Parks Department.
- 2.2. PP shall develop final plans for PR review and approval by [INSERT DATE HERE].
- 2.3. PP shall select a Contractor, with COB approval by [INSERT DATE HERE]. The Contractor shall be licensed and bonded in the State of Washington and also hold a City of Bellingham Business License.
- 2.4. PL shall comply with state and local environmental regulations during construction, and obtain all necessary permits and approvals prior to starting work.

### **Task 3. Renovation Work and Completion**

- 3.1 Prior to the start of construction, the Contractor shall submit proof of insurance at the rates specified below and shall name the City as an additional insured:
  - [INSERT DOLLAR AMOUNT HERE] million Commercial General
  - [INSERT DOLLAR AMOUNT HERE] Worker's Compensation
  - [INSERT DOLLAR AMOUNT HERE] Automobile
- 3.2 Prior to starting construction, PP shall schedule a Pre-Construction meeting at the site with the contractor, Parks inspector, Parks Landscape Architect and others as deemed necessary, during regular City Business Hours.
- 3.3 Construction shall be limited to Monday-Friday 7 am- 7 pm, except as otherwise authorized in writing by the City.
- 3.4 PP [MAY or MAY NOT] use City provided water and electricity as available at the adjacent facility, but not during hours that the facility is rented by other parties. The City shall provide PL a list of facility reservations. All hoses and lines shall be secured so that the general public is protected from all safety hazards.
- 3.5 PP shall complete installation of the project and all associated work, including landscape restoration by end of business [INSERT DATE HERE]. Unless otherwise specified, all work shall be in compliance with City of Bellingham Parks and Public Works Standards.
- 3.6 PP shall assume all maintenance of the landscape restoration and of the project until such time as final acceptance by the City. The City's maintenance of the project is subject to available budget.

3.7 PP shall arrange for and coordinate all inspections required by regulating agencies.

**Task 4. Opening and Operation of the [PROJECT NAME HERE]**

4.1 PP shall reserve the site through the City's Facility reservation system for any special events to be held at the [PROJECT NAME HERE]. The Facility Reservation, will include, at a minimum, reservation of the [INSERT DESCRIPTION OF SITE FACILITIES HERE] for the duration of the special event.

4.2 Ongoing, volunteer maintenance of the [PROJECT NAME HERE] is encouraged, however, following the initial construction period, power equipment cannot be used by volunteers.