MEMORANDUM OF AGREEMENT:
WORKING TOGETHER TO IMPLEMENT
THE WASHINGTON PARK ARBORETUM
MASTER PLAN
Key Points and Principles

This Memorandum of Agreement ("this Agreement") is executed this 15th day of January, 2003, by and between the Parties hereto, the University of Washington ("the University"), the City of Seattle ("the City") and the Arboretum Foundation ("the Foundation"), to commit to writing the understanding of the Parties with regard to the key points and principles of their working together to implement the Washington Park Arboretum ("the Arboretum") Master Plan adopted in May, 2001 ("the Plan").

STIPULATIONS

The Parties agree to the following stipulations:

1. The City of Seattle Department of Parks and Recreation, the University of Washington College of Forest Resources and the Arboretum Foundation wish to implement the Plan for the Washington Park Arboretum in a timely, efficient and cost effective manner, through a clear definition and agreement on roles, responsibilities and authority of the City, the University and the Foundation and through a process that recognizes and acknowledges the many and varied community and regional stakeholders.

2. The City, the University and the Foundation intend to implement the Plan, recognizing that sequencing of projects will depend on funding opportunities, and acknowledge that it is paramount that the City, the University and the Foundation enter into design and construction pursuant to the Plan working as a team.

3. All of the stipulations of the environmental impact statement and the implementation guidelines approved by the Seattle City Council and the Board of Regents of the University of Washington are to be followed in the implementation of the Plan.

4. As the City, the University and the Foundation together implement the Plan, they will respect the rights and responsibilities of the other Parties.

5. The University owns the plant collections and is responsible for maintaining and managing those collections. The University will implement plant collection projects in the Plan and other projects listed as University responsibilities in the agreements, letters and ordinances applicable to the Arboretum.

6. The City owns the majority of the land and is responsible for maintaining the infrastructure, grounds and other park features. The City will implement projects
involving those elements of the Plan and other projects listed as City responsibilities in the agreements, letters and ordinances applicable to the Arboretum.

7. The Foundation is responsible for raising private funds for operations and projects at the Arboretum. The Foundation will raise private funds for projects in the Plan in accord with agreements with the City and the University and with ordinances applicable to the Arboretum.

CENTRAL COORDINATION

1. The Foundation will contract with a firm or an individual Consultant to coordinate work on the Plan amongst the three parties and to develop an Implementation Plan. The consultant will look to a Client Group for assistance and direction. The Client Group will consist of the Director of CUH of the University, the Director of the Arboretum of the University, the Director of Policy and Planning of the City’s Department of Parks and Recreation, the Pro Parks Development Manager for the City, and the Executive Director of the Foundation.

2. The consultant will be selected by the Client Group. The Client Group will review and approve the Consultant Scope/Contract. The consultant’s contract will be administered by the Foundation’s Executive Director, subject to the Foundation’s rules and regulations. The consultant will assure that all Plan projects are effectively integrated into the overall Arboretum program and will report to the Director of the Arboretum and the Director of Policy and Planning of the City’s Department of Parks and Recreation.

3. The consultant with the assistance and direction of the Client Group will draft an Implementation Plan with the approval of the City, the University and the Foundation. The consultant and the Client Group will update the Implementation Plan when necessary and appropriate, again with the cooperation and approval of the City, the University and the Foundation. The Implementation Plan and updates will also be approved by the Arboretum and Botanical Garden Committee. In its work the consultant and the Client Group may be assisted by a planning, design or other consultant also retained by contract through the Foundation.

REPORTING AND COMMUNICATION

1. The City, the University and the Foundation will maintain a high level of visibility of the work on implementation of the Plan at the Arboretum. To this end, the consultant, together with others as appropriate, will make at least one report each year to the City’s Board of Park Commissioners, the City Council’s Parks, Education and Library Committee and the University’s Board of Regents and monthly reports to the Arboretum and Botanical Garden Committee and the Arboretum Foundation Board of Directors.
2. The consultant and the Client Group will expand public involvement and foster widespread communication about implementation of the Plan. This includes, but is not limited to, a public workshop on the phasing of elements of the Plan and other methods to foster communication, including use of flyers, newspapers, radio and television.

3. The City, the University and the Foundation will make every effort to ensure that their respective projects are coordinated and reviewed in a timely and efficient manner.

4. The consultant will draft requirements for public involvement and communications in special policies, processes and procedures applicable to the Arboretum with the cooperation and approval of the City, the University and the Foundation.

**WORKING PROVISIONS**

1. Issues which cannot be resolved by the Client Group will be referred, as appropriate, to the Arboretum and Botanical Garden Committee, and, if resolution is not achieved in that body, then to the City’s Superintendent of Parks and Recreation, the University’s Dean of the College of Forest Resources, and the President of the Arboretum Foundation, meeting as a group.

2. Nothing in this Agreement is intended to derogate from the authority of the Arboretum and Botanical Garden Committee in the management of the operations and the future of the Arboretum. The ABGC’s mission and three year workplan may overlap some of the Consultant’s work and coordination will be required; for example, communicating Implementation Plan components to the community will be sponsored by the ABGC in coordination with the Consultant.

3. This Agreement may be amended from time to time as deemed warranted by the signatories below. Upon completion of the Master Plan Implementation Plan, the consultant’s assignment will be considered finished.

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Kenneth R. Bounds, Superintendent, Parks and Recreation, City of Seattle

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B. Bruce Bare, Dean, College of Forest Resources, University of Washington

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Frederick M. Isaac, President, Arboretum Foundation