

MEMORANDUM OF UNDERSTANDING FOR JACKSONVILLE FOREST PARK

This Memorandum of Understanding (MOU), dated as of May 3, 2022, is by and between the City of Jacksonville, an Oregon city (City) and the Jacksonville Woodlands Association, Inc., an Oregon non-profit corporation (JWA).

RECITALS

- A. City is the owner of the property, formerly the City's watershed outside the corporate City limits and in unincorporated Jackson County, Oregon, commonly known as Forest Park and consisting of approximately 1,460 acres of forested land as described in Attachment A attached and made a part of this MOU (Forest Park).
- B. JWA, consistent with its nonprofit purposes and objectives, will, with City's permission and assistance, help to maintain and preserve Forest Park with volunteer labor and its financial assistance, including restoration of forest ecosystems, preservation of forest lands and related historic features and the promotion of public recreational access and enjoyment of natural forests.
- C. City and JWA enter into this MOU to assure the orderly maintenance and preservation of Forest Park and the sharing of the responsibilities and costs thereof.

AGREEMENTS

In consideration of the mutual promises and agreements herein, City and JWA agree as follows:

- 1. **Attachment A.** Attachment A is a general description of Forest Park. Reference for its exact boundaries and dimensions shall be made to and as provided in the official records of Jackson County, Oregon.
- 2. **Attachment B.** The Activities and Responsibilities shown in Attachment B hereto are hereby approved and incorporated by this reference. Unless agreed otherwise by City and JWA in writing, their joint Activity costs shall be shared equally. Volunteers performing work shall not be responsible for any costs under this MOU.
- 3. **Amendment.** This MOU and/or its Attachments A and B may be amended only in writing, from time to time, by the mutual agreement of City and JWA.

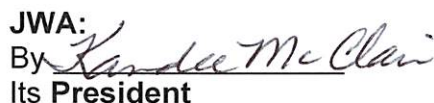
4. **Extra Activities.** Any Activities not specified in Attachment B, but undertaken by City and/or JWA shall not be deemed an amendment to this MOU, unless otherwise mutually agreed.
5. **Volunteer Work.** Any JWA activities under this MOU shall be deemed entirely voluntary and shall not be part of any contract of employment or other agreement for remuneration of JWA by City.
6. **Employment of Others.** At their option and own expense, City and/or JWA may employ others, including, but not limited to landscapers, laborers and outside contractors to accomplish the Activities in Attachment B in a manner consistent with City codes and policies.
7. **Hardscape.** The installation of any new or replacement hardscape features, including, but not limited to, pathways, trails, affixed benches, signage, kiosks, buildings, bridges, stone walls and other fixtures and the preservation of discovered historic features shall be subject to prior City approval under its codes; provided, however, that such approval shall not, without JWA's prior written agreement, require JWA to provide volunteer and/or financial support for such installation.
8. **Term.** Unless sooner terminated, this MOU shall be for a term of five (5) years from its date and be automatically renewed for subsequent terms of five (5) years. City or JWA may terminate this MOU upon ninety-days' written notice to the other, provided that such termination shall not affect the completion of any Activity in progress at the time of such termination.
9. **Contacts.** For this MOU, the City's contact shall be its Operations Manager or other official designated by its Administrator and JWA's contact shall be its President or other officer designated by its President.
10. **Notices.** Unless otherwise specified in writing, notices hereunder shall be given by first class mail as follows:

To City: City Administrator, City of Jacksonville, P.O. Box 7, Jacksonville OR 97530.

To JWA: President, Jacksonville Woodlands Association, Inc., P.O. Box 1210, Jacksonville, OR 97530.

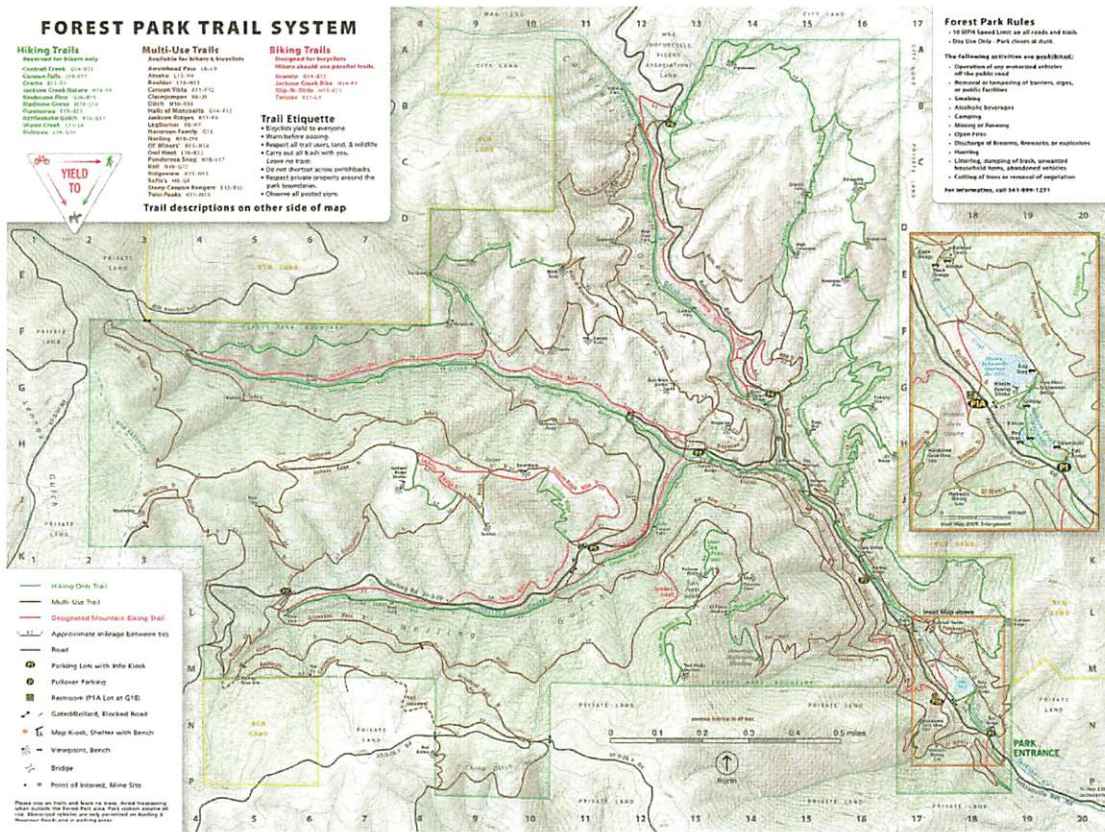
Executed by City and JWA as of the first date above as follows:

CITY:
By 
Its Administrator

JWA:
By 
Its President

ATTACHMENT A

Map of Forest Park



ATTACHMENT B

Activities and Responsibilities

Key: C = City; JWA = Jacksonville Woodlands Association; and V = Volunteers

| <u>Activity</u> | <u>Responsibility</u> |
|----------------------------------------------|------------------------------|
| Restrooms (Pit Toilet) Cleaning & Pumping | C |
| Trails | |
| Repair & maintenance | C, V |
| Tree removal | C, JWA, V |
| Signs | |
| Create & install | C, JWA, V |
| Repair and maintain | C, V |
| Fuel reduction & fire-avoidance | C, JWA |
| Trash & debris removal | C, V |
| Printing maps, brochures & envelopes | JWA, C |
| Promotion & publicity | JWA |
| Fund-raising & grant writing | C, JWA |
| Road access and repairs | C |
| Reforestation, drainage & erosion control | C, JWA |
| Volunteer Participation | C, JWA, V |