

Legislation Details (With Text)

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Type: Action Item **Status:** Passed
In control: City Council
On agenda: 7/9/2018 **Final action:** 7/9/2018
Title: Mission Street Parks Conservancy Memorandum of Understanding
Ward(s): Ward 2
Councilor(s): Councilor Andersen
Neighborhood(s): SCAN

Sponsors:**Indexes:****Code sections:**

Attachments: 1. Salem Parks Board MOU Action Report, 2. Mission Street Parks Conservancy Memorandum of Understanding

Date	Ver.	Action By	Action	Result
7/9/2018	1	City Council		
7/9/2018	1	City Council	approved	Pass

TO: Mayor and City Council

THROUGH: Steve Powers, City Manager

FROM: Peter Fernandez, PE, Public Works Director

SUBJECT:

Mission Street Parks Conservancy Memorandum of Understanding

Ward(s): Ward 2
Councilor(s): Councilor Andersen
Neighborhood(s): SCAN

ISSUE:

Shall the City Council authorize the City Manager and Public Works Director to enter into a Memorandum of Understanding (MOU) with the Mission Street Parks Conservancy to enhance and manage certain defined landscape areas of Bush's Pasture Park?

RECOMMENDATION:

Authorize the City Manager and Public Works Director to enter into a Memorandum of Understanding

(MOU) with the Mission Street Parks Conservancy to enhance and manage certain defined landscape areas of Bush's Pasture Park

SUMMARY AND BACKGROUND:

Mission Street Parks Conservancy, a 501(c)3 non-profit corporation, is the successor to Friends of Bush Gardens. The City and the Conservancy share a set of goals for Bush's Pasture Park, including managing and maintaining the plant material, developing a plant material database, enhancing the public's appreciation of the park's unique horticultural and historic assets, and maintaining and improving those assets. As a non-profit, the Conservancy is able to leverage grants, donations, and other monies to further these goals. Ownership and ultimate responsibility for the park will continue to reside with the City of Salem.

Bush's Pasture Park is a much-beloved park with historical and cultural significance. The City and the Conservancy will work in a collaborative manner to ensure that the results of the public/private partnership will be beneficial to both the park, park users, and the public in general.

Park conservancies are private, non-profit, park-benefit organizations. Many urban park systems rely on conservancies to help fill funding gaps in cities' park maintenance, capital construction, and long-range planning budgets. Conservancies raise money independent of the City and spend it under a plan of action that is mutually agreed upon with the City. City and Conservancy funds are not co-mingled. As tax exempt non-profit organizations, conservancies can solicit private donors, pursue grants, and conduct fundraising campaigns to meet goals and projects that will benefit the park and the public.

The Mission Street Parks Conservancy is an independent organization and is not an employee or officer of the City and therefore is not entitled to any City benefits. The Mission Street Parks Conservancy will not own park land or hold easements on park land. Ownership of the park continues to reside with the City, which retains ultimate authority over projects and activities in the park.

The Salem Parks and Recreation Advisory Board considered this request at their June 14, 2018, meeting and voted unanimously in support the agreement (Attachment 1).

FACTS AND FINDINGS:

MOU has been prepared (Attachment 2) that defines the roles, conditions, and expectations of the parties. Since this is a new arrangement between the City and the Conservancy, an area of Bush Pasture Park has been defined for initial partnership efforts. This area may be expanded in the future to encompass other areas of the park or additional parks. The MOU will be effective once signed by all parties and will be in effect through July 31, 2020. It may then be extended in two year intervals, through July 31, 2024. The agreement provides that the Mission Streets Parks Conservancy will:

- a. Promote the parks to the City's diverse residents;
- b. Raise funds for City-approved capital projects;
- c. Develop and lead tours of the parks' grounds, provide workshops and lectures, and organize public events to promote and celebrate the park;
- d. Assist the City with the development of policies, management plans, and best practices

documents for the parks;

- e. Assist in the preservation of the parks' historical integrity and features; and,
- f. Engage in activities that are agreed-upon by the City and the Conservancy in an annual work plan, corresponding with the City fiscal year, which may be amended as needed.

In addition, in the area designated by Attachment A to the MOU, the Mission Streets Parks Conservancy will:

- a. Maintain the plant material, including trees, shrubs, perennial and annual plants, and bulbs, but excluding turf;
- b. Design existing gardens, planting beds, containers;
- c. Upon City review, purchase, propagate, install, and remove plant material as described in Conservancy's policies;
- d. Maintain records related to the accession and deaccession of trees and woody shrubs; and,
- e. Engage in other activities as mutually agreed upon.

The City agrees, as part of the MOU, to:

- a. Provide the Conservancy with information necessary to accession plant material, for City-purchased trees and shrubs;
- b. Assign a liaison to the Conservancy who is available to discuss the day-to-day needs of the park;
- c. Notify the Conservancy of pertinent park projects; including capital improvement projects, and sub-surface activities, with sufficient time for the Conservancy to comment;
- d. Hold a position on the Conservancy Board to coordinate activities, consider future projects, and share information. Position will be in a sitting (voting) member capacity;
- e. Collaborate on the development of written management plan(s) and policies regarding the park. Specific areas for collaboration include, but are not limited to:
 - i. Rhododendron Garden Hillside;
 - ii. Oak Groves
- f. Permit the Conservancy to hold up to four (4) events in a defined area (e.g., the Rose Garden) in the park to recognize its donors and members; and
- g. Permit the Conservancy to use the City of Salem name and logo on its promotional and fundraising material on a case-by-case basis and subject to City approval.

Mark Becketl
Operations Division Manager

Attachments:

- 1. Salem Parks and Recreation Advisory Board Action Sheet
- 2. Memorandum of Understanding