

**MEMORANDUM OF UNDERSTANDING
(CULVER CITY DOG PARK)**

This Memorandum of Understanding (hereinafter, "MOU") is made and entered into by and between the City of Culver City (hereinafter, the "City") and the Friends of the Culver City Dog Park (hereinafter, "FCCDP").

The term of this MOU will commence on March 1, 2005 and continue thereafter on a month-to-month basis until terminated by either party upon sixty (60) days prior written notice to the other party as provided herein.

RECITALS AND DEFINITIONS

- A. City is the owner and operator of the subject property commonly known as the "Boneyard," which is a part of the Culver City Park located on the corner of Duquesne Avenue and Jefferson Boulevard in the City of Culver City, County of Los Angeles, State of California (hereinafter, the "Dog Park").
- B. In April 2003, the Culver City City Council officially designated and reserved the Dog Park for the development of an off-leash dog park.
- C. The FCCDP is a not-for-profit, tax exempt corporation consisting of members and supporting members committed to supporting the development, operation and maintenance of an off-leash dog park within the boundaries of the City of Culver City. The FCCDP believes that an off-leash dog park can be a clean and safe environment for all canines and the general public. To that end, and pursuant to its bylaws and articles of incorporation, the FCCDP is committed to assisting the City in the development, operation and maintenance of the Dog Park.
- D. The parties acknowledge that the Dog Park is a City park, owned by the City and operated for the benefit of the general public and canines.

TERMS AND CONDITIONS

1. General Terms and Conditions

- A. The parties shall agree to cooperate in the development, operation and maintenance of the Dog Park.
- B. The FCCDP, its Directors, Officers, Agents, Employees, Members and Volunteers shall not have any possessory interest in the Dog Park.
- C. The FCCDP shall not have any responsibility, legal or otherwise, for the activities of the general public and canines at the Dog Park. The City

agrees to indemnify, defend, and hold harmless the FCCDP, its Directors, Officers, Agents and Employees from any and all charges, complaints, claims, losses, injuries, lawsuits, and actions accruing or resulting from the activities of the general public and canines at the Dog Park.

- D. The FCCDP, its Directors, Officers, Agents, Employees, Members and Volunteers, shall act in an independent capacity and not as Officers, Agents, Representatives, or Employees of the City.
- E. The FCCDP, its Directors, Officers, Agents, Employees, Members and Volunteers agree to waive any and all charges, complaints, claims, losses, injuries, lawsuits, and actions which may accrue or result from cooperating with the City in the development, operation and maintenance of the Dog Park, except for any and all charges, complaints, claims, losses, injuries, lawsuits, and actions accruing or resulting from the City's sole negligence. The FCCDP, its Directors, Officers, Agents, Employees, Members and Volunteers agree to inform each and every person or entity assisting the FCCDP with the development, operation and maintenance of the Dog Park of this provision, and shall obtain signed waivers from such persons or entities suitable to, and agreed upon by, the City and will submit said waivers to the City upon their execution and prior to commencement of any assistance.
- F. This MOU shall be binding upon, and shall inure to the benefit of, each party and its Directors, Officers, Officials, Agents, Employees, former Employees, Members, Volunteers, successors and assigns, and all persons or entities acting by, through, under or in concert with them.
- G. This MOU constitutes the entire agreement between the parties pertaining to the subject matters contained herein, and supersedes any and all prior or contemporaneous agreements, representations, or understandings of the parties.
- H. No supplement, alteration, variation, modification, or amendment of this MOU shall be binding, unless agreed upon in writing by both parties.
- I. Notwithstanding any contrary provisions contained herein, and to provide for enforcement of this MOU, the parties reserve to themselves the right to initiate and to pursue any legal action necessary to enforce the terms of this MOU. In the event of legal action, the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorneys' fees and costs and expenses actually incurred, in addition to any other relief the court deems just and proper. The parties agree to provide each other with ninety (90) days' notice of intent to take legal action to enforce the terms and conditions, responsibilities and duties as outlined in this

MOU, prior to the filing of any legal action. The parties further agree to participate in an alternative dispute resolution process, such as mediation, to try and resolve any disputes prior to litigation. The cost and expense of such alternative dispute resolution shall be paid by the City. The parties further agree that the proper venue for such legal action shall be the Superior Court for the County of Los Angeles.

- J. The terms of this Agreement shall be interpreted according to the laws of the State of California.
- K. This MOU may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. A photocopy of a signed original of this MOU may be used for all purposes for which a signed original can be used.
- L. If the City Council finds that it is in the public interest, health and/or welfare, the City reserves the right to change the Dog Park to a use to be determined by the City Council.
- M. Any notices, requests and demands made by the City and/or the FCCDP regarding the Dog Park and this MOU shall be directed as follows:

- i. To the City:

- City of Culver City
Department of Parks, Recreation and Community Services
Attention: Director
9770 Culver Boulevard
Culver City, CA 90232

- City of Culver City
Office of the Chief Administrative Officer
9770 Culver Boulevard
Culver City, CA 90232

- ii. To the FCCDP:

- Friends of the Culver City Dog Park
Attention: Board of Directors
P.O. Box 4129
Culver City, CA 90231-4129

2. FCCDP's Rights, Duties and Responsibilities

- A. If the FCCDP alters its charitable non-profit status, the City reserves the

right to renegotiate and/or terminate this MOU.

- B. The FCCDP shall cooperate with the City in designing the Dog Park, and shall submit any and all design proposals to the City and/or the City's designated representative for approval.
- C. The FCCDP will, as much as financially feasible, donate the funds necessary to develop and construct the Dog Park, including interior and perimeter amenities, including, but not limited to fencing, signs, trees, ground covering, fountains, benches, and bulletin boards, in cooperation with the City.
- D. The FCCDP shall not alter the existing physical contours, features or improvements of the Dog Park (interior and exterior) without first requesting in writing and seeking approval from the City and/or the City's designated representative. The City shall provide a written response within a reasonable time after the presentation of any and all requests.
- E. The FCCDP shall track and maintain fiscal accountability to all its donors for funds expended for the development, operation and maintenance of the Dog Park, and maintain records of financial transactions associated with donated materials and labor as legally obligated under the provisions of a 501(c) 3 charitable organization.
- F. The FCCDP shall cooperate with the City in purchasing and restocking supplies used for clean-up, and in cleaning the Dog Park on a periodic basis.
- G. The FCCDP shall maintain any and all bulletin boards located within the Dog Park by removing unauthorized and outdated communications. To control communications posted on the bulletin boards, the FCCDP shall ensure that such bulletin boards are secure and access is limited to the FCCDP's Board of Directors and its designees and the City or the City's designated representative. It is understood that the purpose of this bulletin board is to inform the public of dog related issues, services and events.
- H. The FCCDP may assist the City in amending the Rules and Regulations associated with the use of the Dog Park as deemed necessary by either party.

3. City's Rights, Duties and Responsibilities

- A. The City shall ultimately be responsible for the overall development, operation and maintenance of the Dog Park.

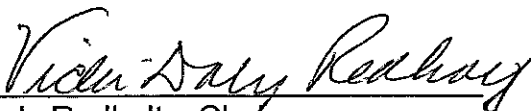
- B. The City shall maintain the Dog Park at the same level as other City parks.
- C. City reserves the right to remove interior amenities (such as benches, water fountains or landscaping) if deemed necessary to protect the public health, safety and/or welfare. However, City shall give notice, when possible, to the FCCDP and an opportunity to discuss the removal prior to any action.
- D. After discussion with the FCCDP, City shall inspect and review any and all proposals for the design of the Dog Park and have the right to reject or amend such proposals at its sole discretion.
- E. After discussion with the FCCDP, City shall inspect and review any and all proposals to alter the existing physical contours, features, or improvements of the Dog Park (interior and exterior) and have the right to reject or amend such proposals at its sole discretion.
- F. City shall pay for all costs of utilities, including but not limited to water, refuse collection, and electricity.
- G. City shall pay for and maintain an irrigation system (if such system is deemed necessary by the City).
- H. City shall pay for and implement a graffiti abatement program for the Dog Park.
- I. City shall pay for and administer any and all pest control programs required under federal, state, county and city laws and regulations.
- J. If necessary, City shall provide, or cause to be provided, park security, police and animal control services to protect the general public and canines at the Dog Park.
- K. Upon request by the FCCDP, City shall provide all pertinent information necessary for the FCCDP to effectively fulfill its responsibilities under this MOU.
- L. If City requires information from the FCCDP concerning issues related to the Dog Park which may arise, City shall request such information, and allow at least seven (7) business days for any and all written responses from the FCCDP, unless otherwise requested.
- M. City shall have the right to close a portion or the entire Dog Park to allow

for maintenance as deemed necessary and shall provide notice of such closure to the public.

- N. City shall inspect, review and approve all proposed signs by the FCCDP prior to their posting at the Dog Park, including, but not limited to, placards acknowledging the donors of exterior and interior amenities.
- O. With the cooperation of the FCCDP, City shall create and post signs which inform the general public about any and all applicable laws, ordinances, rules and regulations associated with the use of the Dog Park. Such signs shall be conspicuously posted at or near the entrance of the Dog Park.

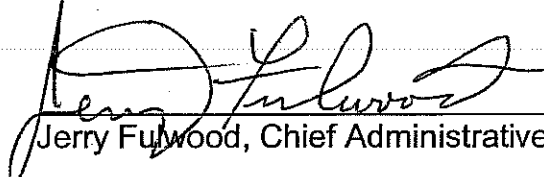
IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed by and through their respective authorized officers, as of the date written herein below.

FRIENDS OF THE CULVER CITY DOG PARK


Vicki Daly Redholtz, Chair

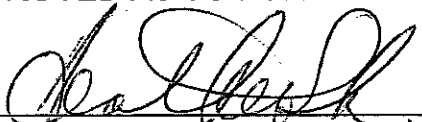
Date: 4/6/05

CITY OF CULVER CITY

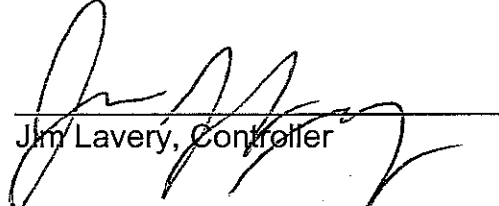

Jerry Fulwood, Chief Administrative Officer

Date: 3/31/05

APPROVED AS TO FORM:


for Carol A. Schwab, City Attorney

APPROVED AS TO FINANCING:


Jim Lavery, Controller

**AMENDMENT TO
MEMORANDUM OF UNDERSTANDING
(CULVER CITY DOG PARK)**

This Amendment to Memorandum of Understanding ("MOU") is made and entered into by and between the City of Culver City (the "City") and the Friends of the Culver City Dog Park ("FCCDP").

WHEREAS, on March 1, 2005, the parties entered into an MOU identifying the relationship of the City and FCCDP, and the parties' respective duties and responsibilities, with regard to the development, operation and maintenance of the Culver City Dog Park (the "Dog Park"); and

WHEREAS, FCCDP's main purpose is to cooperate with the City in the operation and maintenance of the City's Dog Park, which includes the donation or expenditure of funds for additional enhancements and improvements to the City's Dog Park; and

WHEREAS, in order to continue funds and participation vital to improvements, operation and maintenance of the City's Dog Park, FCCDP has requested permission to place materials at City events encouraging persons to donate and volunteer in FCCDP's efforts; and

WHEREAS, due to the unique relationship between the City and FCCDP, whereby FCCDP is directly supporting the operation of a City facility, the Council, at its meeting of July 28, 2008, approved an amendment to the MOU to permit FCCDP to place certain informational materials as part of City-related materials at City events (i.e. Culver City Music Festival); and

WHEREAS, the parties desire to modify and amend certain provisions of the MOU consistent with the City Council's approval as stated above.

NOW THEREFORE, in consideration of the foregoing, the City and FCCDP mutually agree as follows:

1. **Paragraph 2, FCCDP's Rights, Duties and Responsibilities of the General Terms and Conditions**, is hereby amended to add a new **subparagraph I** to read as follows:

"I. FCCDP shall be permitted to place certain informational materials as part of City-related materials at City events (i.e. Culver City Music Festival), excluding Council Chambers. The informational materials shall be limited to those relating specifically to FCCDP's purpose of sustaining the City's Dog Park (including information relating to fund-raising events for the City's Dog Park)."

2. **Paragraph 2, FCCDP's Rights, Duties and Responsibilities of the General Terms and Conditions**, is hereby amended to add a new **subparagraph J** to read as follows:

"J. Any event conducted by FCCDP, which meets the requirements of Culver City Municipal Code Section 17.330.040.B.7, shall be deemed a "City-sponsored event" for purposes of the placement of banners in the City's overhead street banner locations."

3. Except as expressly set forth herein, all terms and conditions of the MOU shall remain in full force and effect.

4. This Amendment shall be effective on July 28, 2008.

FRIENDS OF THE CULVER CITY DOG PARK

Dated: January 12, 2009

Vicki Daly Redholtz
Vicki Daly Redholtz, Chair

CITY OF CULVER CITY

Dated: 14 JAN 2009

Martin R. Cole
ASSISTANT CITY MANAGER
Jerry Fulwood, City Manager

APPROVED AS TO FORM:

Carol Schwab
Carol Schwab, City Attorney

APPROVED AS TO FINANCING:

Jeff Muir
Jeff Muir, Chief Financial Officer