

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF MADISON PARKS DIVISION
AND THE MADISON PARKS FOUNDATION
FOR THE DOG MEMORIAL PROJECT**

This Memorandum of Understanding (hereinafter referred to as “MOU”) is made and entered into by and between the City of Madison Parks Division (hereinafter referred to as “City Parks or Parks”) and the Madison Parks Foundation (hereinafter referred to as “the Foundation”), whose address is 1402 Wingra Creek Parkway, Madison, WI 53715.

The purpose of this MOU is to set forth the terms and conditions under which the Foundation and City Parks have expressly agreed as it relates to funds committed by the Foundation to City Parks to be applied towards the Dog Park Memorial Project, details and scope of which are outlined in the attached MPF Dog Park Memorial Overview.

This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU.

The terms of this Agreement are:

1. The Foundation will work with local manufacturer to design and purchase the dog memorial as well as pay for the installation of the concrete pad by Parks.
2. The Foundation will coordinate the delivery and installation of the memorial to the designated location in the park. Installation of the memorial on the concrete pad will be administered by Custom Metals, Inc.
3. The Foundation will administer the Dog Park Memorial Program; including the monetary transactions, the purchase of the dog tags and their engraving, coordinate communications with designated Parks staff about the installation
4. Funds held by the Foundation for the Dog Park Memorial Project are under the full control of the Foundation Board of Directors and shall be expended only for the purposes stated in the project description above after the approval of the Board of Directors.
5. Unless otherwise instructed by the Foundation, all press releases, flyers, solicitations and other public documents/communications authored by Parks or its employees describing the Dog Memorial shall be worded to include “in cooperation/partnership with the Madison Parks Foundation” or like language.
6. The Foundation will be notified of any events, programs or press releases in advance to allow for maximum fundraising opportunities connected with the Dog Park Memorial.
7. All money collected by Parks for the Dog Memorial Project shall be made payable to: The Madison Parks Foundation, Inc. and designate the name of the Dog Park Memorial Project. As funds are collected, they are to be mailed to the Foundation at the address listed above. If contributions are made to Parks, City Parks is responsible for these funds until they are turned over to the Foundation. The Foundation encourages City Parks to have donors send donations directly to the Foundation clearly marked for the Dog Park Memorial Project.
8. The Foundation receives and holds funds raised by City Parks or the Foundation for the Dog Park Memorial Project. A 5% administrative fee shall be applied to this fund for its management. A 3%

will be charged on all amounts received by credit card. Such administrative fee shall be deducted from all amounts as they are received and shall be non-refundable.

9. The Foundation will provide an accounting of donations received upon request.
10. Net proceeds raised from the Dog Park Memorial Project shall be designated for improvements, maintenance or enhancements of all of Parks' dog parks.
11. Parks will coordinate the construction needs of the Dog Park Memorial Project; such as determining location and contacting utilities.
12. Parks will be responsible for the installation of the concrete pad.
13. Parks will be responsible for the installation of the engraved dog tags on the Dog Park Memorial received from the Foundation.
14. Parks will be responsible for maintenance of the area surrounding the Dog Park Memorial.
15. The Dog Park Memorial will become the property of the Parks Division once the memorial is installed.

Should the Dog Park Memorial Project cease to exist and/or all outstanding obligations relating to the approved Dog Park Memorial Project of Parks have been satisfied, or if the fund becomes inactive for one year after the initial five-year term, the remaining funds may (after consultation by Board Members) be transferred to the unrestricted account of the Foundation and used for purposes as determined by its Board of Directors.

For the Madison Park's Foundation, Inc:

_____ President

_____ Date

For City of Madison Parks Division:

_____ Name

_____ Date

_____ Title