

**Volunteer Maintenance Agreement**  
Founders Park Dog Exercise Area

THIS AGREEMENT, is made this 12 day of May, 2011, by and between

FoundersDogPark.com ("Organization")  
Name of organization

and the City of Alexandria, a municipal corporation of Virginia ("City").

In consideration of the promises and mutual benefits contained herein and accruing to the parties, the parties agree as follows:

**1. Location of Property.**

- a. The Organization shall assist the City in the care and maintenance of Founders Park Dog Exercise Area, as identified below:

Northwest COASHARM  
~~Northwest~~ area of Founders Park  
Description of Area

Founders Park, 351 N. Union St.  
Park name or address or nearest cross road where the Dog Exercise Area is located

- b. The area for which the Organization shall be responsible consists of approximately 11,232 square feet and is that portion of the land which is defined;

on the north by the Dog Exercise Area posts/bollards,  
on the south by " ",  
on the east by " ",  
on the west by " " ("Dog Exercise Area").

**2. Responsibilities of the Organization.**

- a. The Organization shall be responsible for certain maintenance within and at the perimeter of the Dog Exercise Area as defined below:
- i. Removal, trimming, disposal of weeds or other undesirable plant materials from ground surfaces; through non-chemical means;
  - ii. Removal and disposal of litter and debris from turf, soil, paved or mulched areas;
  - iii. Proper removal and disposal of dog waste.
- b. Maintenance shall be performed at minimum, three times a month.
- c. No additional maintenance may be undertaken without written request and approval by the City.
- d. The Organization shall provide a written bi-monthly activity report to the Park Manager describing cleanup activities and hours completed to date by the Organization.
- e. The Organization shall adhere to the City's Dog Rules and Regulations (a copy of the Rules and Ordinances is attached hereto as Attachment -A and is incorporated herein by reference.) and the City of Alexandria Plan for Dog Parks and Dog Exercise Areas, Revised Winter 2011 (a copy is attached hereto as Attachment -B and is incorporated herein by reference), which include the Park and Recreations Commission's Master Plan for Dog Exercise Areas and Fenced Dog Parks.

**3. Other Conditions.**

The Organization also agrees to the following conditions:

- a. The Organization shall not interfere or in any way preclude the public's use and enjoyment of Founders Park. An agreement does not represent or imply exclusive rights or special privileges to the Dog Exercise Area.
- b. No additions or changes to the Dog Exercise Area and/or Park may be undertaken without written request and approval by the City.
- c. Allowable activity the Organization may choose to undertake at their discretion is defined below:
  - i. Notifying the City of hazardous materials, debris or dangerous conditions in or around the Dog Exercise Area or Park.
  - ii. Reporting graffiti, vandalism, or destruction of park property to the City.
  - iii. Providing monetary or in-kind donations to support additional or enhanced maintenance of the Dog Exercise Area, in accordance with Section 3b of this agreement.

iiii. Provide monthly clean up beyond the dog exercise area boundaries to include all of Founders Park. CC SHARMAN

**4. Responsibilities of the City.**

The City will maintain the Dog Exercise Area consistent with current operational requirements and maintenance schedules; which include emptying of trash receptacles, turf mowing, repair of damaged property/infrastructure, and remedy of hazardous conditions. Watering, soil aeration and seeding will also be performed by the City.

**5. Term of Agreement.**

This agreement shall be for a period of one year, starting from the date the Agreement was signed. The City reserves the right to terminate this Agreement at any time the Organization does not comply with the terms of the Agreement or The Organization may terminate the Agreement by written notice sent to the City 30 days prior to the termination date at the address set forth below.

**6. Indemnification.**

- a. The City, its officers, employees, and agents shall not be responsible for any and all injuries and/or damages incurred to private property and/or sustained by Group members, their officers, employees, and agents and/ or volunteers, for any and all claims by third parties against the City, its agents, employees and officials and/or Group members, their officers, employees and agents and/or volunteers which may arise out of the services performed under this Agreement.
- b. FoundersDogPark.com, its officers, members, and agents shall not be responsible for any injuries and/or damages incurred to private property and/or sustained by officers, members, agents, volunteers, members of the public, and/or the City of Alexandria, its officers, employees, and/or agents, for any and all claims which may arise out of the activities performed on behalf of FoundersDogPark.com.

**7. Representations.**

By the signature below of its authorized legal representative, the Organization represents that it accepts this Agreement and agrees to comply with and be bound by its terms and condition.

**8. Amendment.**

No amendment of this Agreement shall be binding on either party unless set forth in a written document duly executed by the authorized representatives of both parties.

**9. Applicable Law.**

This Agreement shall be interpreted, construed and enforced under the laws of the Commonwealth of Virginia, including but not limited to the City's ordinances and regulations.

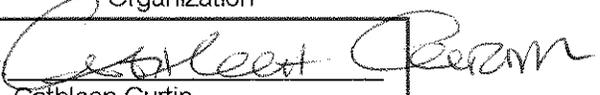
IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

CITY OF ALEXANDRIA,  
a municipal corporation of the  
Commonwealth of Virginia

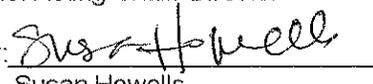
  
Director, Department of Recreation  
or Designee

FOUNDERS DOG PARK.COM

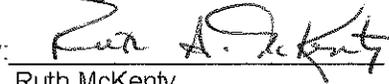
Organization

By:   
Cathleen Curtin

Title: Acting Chair/ Director

By:   
Susan Howells

Title: Acting Vice Chair/ Director

By:   
Ruth McKenty

Title: Director 