

MOU – City of New Bedford

The purpose of this Memorandum of Understanding is to set forth the mutual understandings and commitments between the Stanton Foundation (the “Foundation”) and the City of New Bedford (the “City”), acting through its Mayor pursuant to which the Foundation will make a capital gift for the design and construction of a dog recreational space (“DRS”) at Greenwood St. and Hathaway Blvd. in New Bedford, MA.

Terms:

1. The Foundation will make a one-time \$ 225,000.00 capital grant for the construction of the DRS provided the MOU is signed, The New Bedford has committed \$26,320.00 in capital funds and the Foundation has approved the DRS plans.
2. The Foundation will provide three capital grants of up to 5% of the Foundation’s construction grant each during the period beginning one year after the opening of the park and not later than five years after the opening of the park provided that: 1) annual narrative and financial reporting is up to date, and 2) The City is supporting the operating budget of the DRS.
3. The City has identified and designated City owned land at Greenwood St. and Hathaway Blvd. for the DRS and has the right to use this land.
4. The City approves the use of an area at Greenwood St. and Hathaway Blvd. for use as a DRS subject to full compliance with all applicable zoning Bylaws of the City. The operations of the DRS will be fully compliant with all applicable zoning and City Bylaws.
5. The Mayor designates Mary Rapoza, Director of Parks, Recreation and Beaches, as the point of contact (POC) with respect to all issues related to the construction, operation and reporting regarding the DRS. Design and construction documents will be submitted directly to the POC for input from appropriate departments and by the Foundation. Should the City’s designee leave, the City will provide a new POC as soon as possible, but not later than 30 days.
6. All grants by the Foundation will be provided to the City pursuant to the provisions of Section 53A of Chapter 44 of the Massachusetts General Laws.
7. Initial commitments: In the initial stages of this project, the Foundation will look to the City to:
 - Manage public communications during construction and thereafter
 - Maintain a DRS account to receive the grant and provide quarterly reporting on the use of these funds.
 - Oversee the construction of the DRS including bidding and construction oversight.

- Make progress payments to contractors and other vendors upon satisfactory completion of work.
 - Facilitate regular communication with designated representatives of the Foundation from execution of this MOU.
 - Provide a financial report following payment of all project expenses after the completion of construction.
8. The City has identified or will identify an existing water line that will be made available for the DRS and that will provide water suitable for safe drinking for dogs. The City commits to complete the infrastructure work necessary for such water line to become operational prior to the completion of construction of the DRS. The City agrees to maintain such water line on a continuous basis for so long as the DRS is operating.
 9. The City will provide waste containers that will be installed at the DRS. The City agrees that the Department of Parks, Recreation and Beaches will monitor the waste containers at the DRS on at least a weekly basis and empty as needed.
 10. The City will install signage at the DRS in compliance with applicable sign code.
 11. The City will provide written reports to the Foundation outlining usage, finances and other issues related to the DRS as mutually agreed.
 12. The City will comply with operating guides as described in Attachment A.
 13. If requested by the media or in its own releases, the City may use the following language in describing the Foundation: *The Stanton Foundation is a private foundation, created by Frank Stanton, longtime President of CBS. It has as one of its missions, promoting the welfare of dogs and encouraging the dog-human bond.* If a media inquiry requires additional information about the Foundation, the City will make reasonable efforts to provide the Foundation with 2 business days to review the material to be provided. The Foundation understands that it may not always be possible for the City to provide such prior review.
 14. The City recognizes the significant financial contribution of the Foundation and agrees that such contribution would be given substantial weight if a future request to rename the DRS is submitted to the Mayor.
 15. The City's intent is to maintain the New Bedford Dog Park DRS for a period of no fewer than ninety-nine years.
 16. The City will attempt to form or work with a "Friends" group to assist with cleanings, fundraising and programming.
 17. The Foundation and the City agree that the grant monies provided to the City for the design and construction of the DRS are subject to the condition that the Foundation will have the right to approve any contractors selected by the City for the design and construction of the DRS. The Foundation agrees that any payments made from such grant monies to a design

contractor approved by the Foundation shall not be subject to recall or challenge regardless of whether the Foundation subsequently fails to approve a construction contractor.

18. As per documents provided by the City, both parties are committed to the opening of the DRS no later than November 2017. The City will notify the Foundation's Project Advisor of the expected start date when the contract is let, the date on which construction begins and at the 50% progress point. Any delay in the expected completion date will be promptly reported to the Foundation.

Agreed to:
The Stanton Foundation

Agreed to:
City of New Bedford

By: _____

By: _____

Title: _____

Title: Mayor, City of New Bedford, Ma

Date: _____

Date: _____

Attachment A

The general understandings concerning this project in addition to those described in the MOU are as follows:

Goals.

The goals of this project are to improve animal welfare; foster Town community and camaraderie and generally improve the quality of life in New Bedford through the creation of a “Dog Recreational Space” (DRS) at Greenwood St. and Hathaway Blvd. as described in the attached MOU.

Design.

The DRS is to be built substantially to plan as provided in the Design grant application subject to the Town’s planning and design review process.

Approvals.

The City of New Bedford will provide the Stanton Foundation the opportunity to review and approve the design and construction plans for the DRS prior to the construction bid process. Such review and approval is expected to take approximately four weeks following submission of the completed design and construction documents. Pursuant to the City Charter, final design and operating plans are subject to the approval of the Mayor or his designee.

The City of New Bedford will create a Coordinating Committee that will meet as required, but at least quarterly during first three years of operation.

The Coordinating Committee will be responsible for:

- Recommending operating policies such as rules and regulations to the appropriate Town department
- Regulating use by out of town dog owners
- Developing the annual proposal to the Foundation for the use of follow-on capital grants from the Foundation,

The membership of the committee shall include two Town representatives and a member of the Friends of New Bedford Dog Park or similar City canine association if such a group exists. Additional members may be added by unanimous consent of the initial members.

Changes in operating policies must be approved by the Mayor or designee.

Miscellaneous.

Other than as specifically provided herein, the Foundation will not provide ongoing support for the operation of the DRS.

The participating organizations will not seek renaming of the DRS except in acknowledgment of an endowment gift from which the income is sufficient to cover 50% or more of the annual budget of the DRS.

The timetable for the project shall correspond approximately to the timetable included in the MOU. The parties agree that a Spring 2017 groundbreaking is desirable.