

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY OF RED LODGE  
AND  
RED LODGE DOUBLE DITCH DOG PARK USERS**

On this \_\_\_ day of \_\_\_\_\_, 2016, this Memorandum Of Understanding ("MOU") is made and entered into by and between the City of Red Lodge, a municipal corporation organized and existing under the laws of the State of Montana whose address is P.O. Box 9, Red Lodge, Montana 59068, hereinafter referred to as the "City" and the Red Lodge Double Ditch Dog Park Users, represented by Corey Thompson, [coreycoqthompson@gmail.com](mailto:coreycoqthompson@gmail.com), hereinafter referred to as the "Dog Park Users".

**WITNESSETH**

WHEREAS, the Parties have discussed the contents of this MOU and acknowledge that they understand their respective expectations and that each party intends to perform the expectations in good faith as stated hereunder, and

WHEREAS, Double Ditch Dog Park is located in the City, generally identified as located in the vicinity of Rodeo Road State and Highway 78, whose properties were dedicated by the Red Lodge City Council on October 14, 2014 as an official City Park with continued use as a dog park, identified on the attached map, and

WHEREAS, both Parties agree that the continued existence and operation of Double Ditch Dog Park is in the best interest of the public, and

WHEREAS, to further Double Ditch Dog Park's existence and availability to the public, the Parties enter into this MOU to provide services and necessities for Double Ditch Dog Park without charge to the other Party.

NOW, THEREFORE, in light of and furtherance of the matters set forth in the above recitals, the City and the Dog Park Users agree as follows:

**The Dog Park Users shall endeavor to:**

1. Pick up and dispose of trash, including dog waste. Inform the City if the waste cans or dumpsters need to be emptied, fixed or if additional ones are required.
2. Keep dog waste dispensers stocked.
3. Conduct workdays no less than once annually to maintain or improve facilities in order to maintain the quality of the park. Coordinate with the City Planner the dates for the workdays and the activities to be conducted.

4. Assist the City in the provision of information to the public about the Dog Park by maintaining a distribution list of interested persons at [dogparkredlodge@gmail.com](mailto:dogparkredlodge@gmail.com).
5. Provide proposals for ongoing maintenance or renovations to the City Planner in advance of any such work to be conducted by the Dog Park Users.
6. Identify needed maintenance or renovations to the City Planner that may need to be conducted by the City.
7. Confirm to the Parks, Recreation and Trees Board by March of each year the contact information for dissemination of Board information to parks user groups.
8. Provide financial assistance as available and agreed by the Parties, including but not limited to the Dog Park Users fiscal sponsorship by the Red Lodge Area Community Foundation, to assist in maintenance and renovations of the Dog Park.

**The City shall:**

1. Maintain liability coverage through the Montana Municipal Interlocal Authority in order that the volunteers for the Dog Park Users are a Covered Party consistent with Section 5.2.3 of the MMIA Memorandum of Liability, July 1, 2015 or subsequently updated, in that Covered Party is defined as “All persons who perform a service on a volunteer basis for a Member Entity” (City of Red Lodge) “provided such performance is under the direction and control” (MOU) “of the Member Entity.”
2. Provide funding for maintenance and improvements to the Dog Park through the Red Lodge Parks, Trees and Recreation Board budget. This would also include additional trashcans and/or dumpsters as needed.
4. Mow grass on a regular basis.
5. Repair fencing.
6. Provide weed control, with advance notice to the Dog Park Users.

**General Provisions:**

1. The term of this MOU is for five years commencing on the date specified above. The Parties may extend this MOU at that time.
2. All interested Parties will work together in good faith to accomplish the purposes of this MOU.

**IN WITNESS WHEREOF**, the Parties hereto have executed this MOU as of the day and year first herein above written:

\_\_\_\_\_  
Mayor, City of Red Lodge, Montana

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Red Lodge Double Ditch Dog Park Users Group Representative  
Corey Thompson, [coreycogpthompson@gmail.com](mailto:coreycogpthompson@gmail.com), 406-425-3980

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public

