

## **Memorandum of Understanding**

This Memorandum of Understanding (MOU) between the Fairfax County Park Authority (FCPA) and \_\_\_\_\_ (Sponsor) shall govern the operation of the \_\_\_\_\_ Off-Leash Dog Area (OLDA) located at \_\_\_\_\_.  
*(Park Name)*

The following sets forth the mutually agreed policies, procedures and conditions to permit the use of the FCPA park as an off-leash, fenced dog exercise area.

### **Article I – Ownership and Funding**

#### **A. Ownership**

The Off-Leash Dog Area is owned by the Fairfax County Park Authority. FCPA permits the Sponsor to improve the Off-Leash Dog Area and assist with the maintenance and operation of the Off-Leash Dog Area subject to the approval of FCPA. No additions or changes to the Off-Leash Dog Area shall occur without written approval from the FCPA. All improvements to and fixtures upon the Off-Leash Dog Area become the property of the Fairfax County Park Authority.

#### **B. Funding**

The Sponsor shall obtain funding for fencing, bulletin boards, and other amenities approved for the Off-Leash Dog Area. FCPA shall provide funding for grass maintenance and/or maintenance of other ground cover, to include application of pesticides, lime, and other required treatments.

### **Article II – Sponsor Responsibility**

The Sponsor agrees to be responsible for the following:

1. Ensure that the Off-Leash Dog Area is free of animal feces and all litter, at all times.
2. Act as a liaison between users and local residents. Address complaints from park users, with a written copy of all complaints and written response or resolution sent to the FCPA within 30 days. In the event that a mutually agreeable solution is not established within 30 days, the Sponsor and complainant will meet with FCPA or its designee, to bring about a solution.
3. Provide education on park rules and regulations to users. FCPA has the right to review and approve all materials prior to distribution.
4. Report maintenance needs to FCPA.
5. Act as liaison with FCPA, Fairfax County Police, and Animal Control on all issues related to use of the Off-Leash Dog Area.
6. Monitor the facility as necessary to ensure proper utilization and operation of the facility.

### **Article III – FCPA Responsibility**

1. Ensure that grass is mowed on a regular basis.
2. Maintain fencing, benches and other amenities.
3. Place signs with rules & regulations in locations deemed appropriate by FCPA and the Sponsor.
4. Maintain contact with the Sponsor, Police, and Animal Control on issues relating to the use or operation of the Off-Leash Dog Area.
5. Any actions to be taken by the FCPA shall be dependent upon available funding.

**Article IV – Use and Evaluation**

1. The use of the Off-Leash Dog Area by the Sponsor and others shall be conducted in a manner consistent with applicable Fairfax County codes and laws, and laws of the Commonwealth of Virginia.
2. This agreement shall be reviewed by the FCPA every year for the first three years and every third year thereafter. Criteria used for evaluations shall include but not be limited to community feedback, use by dog owners, environmental impact, and fiscal impact.
3. FCPA reserves the right to terminate this agreement at any time and/or terminate the use of the Off-Leash Dog Area.

**Article V –Conditions of Agreement**

1. This MOU may only be amended by mutual consent of the parties in writing.
2. Neither the Sponsor nor any of its members or volunteers shall be deemed to be officers, agents, volunteers, or employees of FCPA or Fairfax County.
3. Neither the County nor the FCPA shall be liable for any injury or damage caused by any dog in any Off-Leash Dog Area.

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Sponsor Members

\_\_\_\_\_  
Representative  
Fairfax County Park Authority

\_\_\_\_\_  
Date