9:00 am C
9/15/11

CITY OF FRESNO
City Clerk's Office (Original)

MEMORANDUM OF UNDERSTANDING
Shinzen Friendship Garden

THIS MEMORANDUM OF UNDERSTANDING ("Agreement") is made and entered into on this 15th day of September, 2011, by and between the City of Fresno, a municipal corporation, hereinafter referred to as the "City," and Shinzen Friendship Garden, Inc., a California non-profit corporation, hereinafter referred to as "Corporation." The City and Corporation are sometimes collectively referred to herein as the "Parties" and individually, as a "Party."

RECITALS

WHEREAS, the City owns, operates and maintains the Shinzen Friendship Garden ("Garden") in Woodward Park ("Park"); and,

WHEREAS, the Corporation's purpose is to assist the City in developing, maintaining, preserving, and promoting the Garden as a Japanese garden; and,

WHEREAS, the City is in a financial crisis that has resulted in a severe reduction in resources devoted to maintaining, improving and operating the Garden; and,

WHEREAS, the Parties desire to formalize the relationship that has heretofore developed between the entities since the creation of the Garden, and in addition, plan for an expanded role for the Corporation in the operation and maintenance of the Garden.

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

1. License to Enter: The Corporation, including its agents, representatives, volunteers and contractors and affiliated organizations, companies and individuals, shall have a non-exclusive license to enter the Park and the Garden for the purposes specified in this Agreement, at such times and under such conditions as the Parties may agree from time to time. The City shall issue the Corporation entrance passes to the Park and Garden in a form, duration and number as the Corporation and City staff may agree is reasonably necessary for the purposes and activities set forth in this Agreement.

2. Maintenance:

a. City Responsibilities: Subject to available funding and corresponding maintenance schedule, the City shall maintain the Garden and its existing and future approved improvements, buildings, bridges, walkways, benches, Koi fish, Koi pond, and landscaping, and continue to perform the functions set forth in Exhibit "A," attached hereto and incorporated by reference herein. At least annually, the City and the Corporation will revisit Exhibit "A" to see if the then current City budget will enable it to increase, decrease or expand the functions set forth in Exhibit "A." In addition, the City shall provide adequate irrigation to maintain the landscaping in the Garden and adjoining parking lot area. Adequate irrigation will include functioning pipelines, sprinklers, risers, valves, timers, pumps and motors and adequate hours of watering. Subject to the availability and frequency of maintenance crews, the City shall cause the adjacent Woodward Park Group Activities Area ("Activities Area") to be clean, mowed and well-maintained for any event booked into such space by the Corporation as herein provided. The City shall not employ or permit untrained personnel to engage in horticultural practices

which require skill and training such as pruning and shaping of trees and shrubs. Should a Corporation representative have suggestions for Garden tasks appropriate for Garden workers, the Corporation representative should contact the City Park management. Workers used by the City must be supervised by the City Staff.

b. Corporation Responsibilities: The Corporation shall notify the Parks Director of Corporation events to be held in the Garden at least 30 days in advance. The Corporation and its agents, representatives, volunteers, contractors and affiliated companies, organizations and individuals shall have a license to enter the Garden and provide supplemental and specialty maintenance such as planting, pruning and trimming trees, shrubs and flowers. Such supplemental and specialty maintenance shall be at no cost to the City. The Corporation may solicit companies, organizations and individuals to volunteer labor and provide material to maintain the Garden and its improvements including, without limitation, the Koi pond. The Corporation and City staff may agree on incentives or recognitions for contributions by such volunteers, and donors such as a company picnic at the Garden, passes to the Garden and the like.

c. Volunteers: All Corporation volunteers working in the Garden must complete the volunteer forms mandated by the City. These forms must be updated annually.

d. Periodic Inspections: The Parks Director or designee and representatives of the Corporation shall conduct periodic inspections of the Garden on an as needed basis on mutually agreed dates and times to assess the condition of the Garden and to meet and confer on possible maintenance, repairs, and improvements.

e. Security: The Corporation and City staff shall meet and confer on best practices and approaches to secure and protect the Garden from vandalism, theft and damage.

3. Indemnification and Insurance. The Corporation shall indemnify, hold harmless and defend City and each of its officers, officials, employees, agents, invitees and volunteers (hereinafter collectively referred to as "Indemnitees") from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by City, Corporation or any other person, and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses) (hereinafter collectively referred to as "Claims"), but only in proportion to and to the extent such Claims arise from the negligence, wrongful acts or omissions, or willful misconduct of Corporation, its officers, officials, employees, agents, invitees or volunteers in the: (i) occupancy, maintenance and/or use of the Garden; (ii) use of any part of the Garden, including any common area(s), upon which the Garden is located; or (iii) performance of, or failure to perform, this Agreement.

The Corporation's occupancy, maintenance and use of the Garden shall be at the Corporation's sole risk and expense. The Corporation accepts all risk relating to the Corporation's: (i) occupancy, maintenance and/or use of the Garden; and (ii) the performance of, or failure to perform, this Agreement. City shall not be liable to the Corporation for, and the Corporation hereby waives and releases City from, any and all loss, liability, fines, penalties, forfeitures, costs or damages resulting from or attributable to an occurrence on or about the Garden in any way related to the Corporation's operations and activities. The Corporation shall immediately notify City of any known occurrence on the Garden resulting in injury or death to any person or damage to property of any person.

The provisions of this Section shall survive termination or expiration of this Agreement.

Throughout the life of this Agreement, the Corporation shall pay for and maintain in full force and effect all policies of insurance required hereunder with an insurance company (ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A-VII" in Best's Insurance Rating Guide, or (ii) authorized by City's Risk Manager. The following policies of insurance are required:

(i) COMMERCIAL GENERAL LIABILITY insurance which shall be at least as broad as the most current version of Insurance Services Offices (ISO) Commercial General Liability Coverage Form CG 00 01 and include insurance for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operation, products and completed operations, and contractual liability with limits of liability of not less than $1,000,000 per occurrence for bodily injury and property damage; $1,000,000 per occurrence for personal and advertising injury; and $2,000,000 aggregate for products and completed operations and $2,000,000 general aggregate.

(ii) LIQUOR LIABILITY insurance which shall be at least as broad as the most current version of Insurance Services Office (ISO) Liquor Liability Coverage Form CG 00 33, and include insurance for "bodily injury," and "property damage" with limits of liability of not less than $1,000,000 per occurrence and $2,000,000 aggregate for bodily injury and property damage. **In lieu of this insurance, Corporation may endorse the COMMERCIAL GENERAL LIABILITY insurance policy to include coverage for Liquor Liability, provided the coverage is as broad as required and the limits of liability are not less than required. This insurance is only required if alcoholic beverages are to be sold, served or furnished at the Garden and the responsibility for this insurance may be assigned to Corporation's caterer.**

(iii) WORKERS' COMPENSATION insurance as required under the California Labor Code.

(iv) EMPLOYERS' LIABILITY insurance with minimum limits of $1,000,000 each accident, $1,000,000 disease each employee and $1,000,000 disease policy limit.

The Corporation shall be responsible for payment of any deductibles contained in any insurance policies required hereunder and the Corporation shall also be responsible for payment of any self-insured retentions.

All policies of insurance required hereunder shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after 30 calendar day written notice has been given to City. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, the Corporation shall furnish City with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for City, the Corporation shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than 15 calendar days prior to the expiration date of the expiring policy.

The General Liability and Liquor Liability (if applicable) insurance policies shall be written on an occurrence form and shall name City, its officers, officials, agents, employees and volunteers as an additional insured. Such policy(ies) of insurance shall be endorsed so the Corporation's insurance shall be primary and no contribution shall be required of City. Any Workers' Compensation insurance policy

shall contain a waiver of subrogation as to City, its officers, officials, agents, employees and volunteers. the Corporation shall have furnished City with the certificate(s) and applicable endorsements for ALL required insurance prior to City's execution of the Agreement.

If at any time during the life of this Agreement or any extension, the Corporation fails to maintain any required insurance in full force and effect, all the Corporation's activities under this Agreement shall be discontinued immediately, until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City. Any failure to maintain the required insurance shall be sufficient cause for City to terminate this Agreement. No action taken by City pursuant to this section shall in any way relieve the Corporation of its responsibilities under this Agreement.

The fact that insurance is obtained by the Corporation shall not be deemed to release or diminish the liability of the Corporation, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify City and its officers, officials, employees, agents and volunteers shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by the Corporation. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of the Corporation, or any of its board, officers, employees, agents, volunteers, invitees, suppliers, vendors, consultants, contractors or subcontractors.

Upon request of City, the Corporation shall immediately furnish City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

4. Fee-Generating Activities: The Corporation will exclusively handle reservations for photo shoots, tours, weddings, and similar events by private groups in the Garden. Corresponding bookings for receptions in the Woodward Park Group Activities Area may also be handled by the Corporation, however reservation fees shall be governed by the City Master Fee Schedule and dates shall be confirmed and made through the PARCS reservation system. All calls or inquiries received by the City concerning such bookings will be referred first to the Corporation. In addition, the City shall work with the Corporation to review and revise Garden reservation fees from time to time, with all fee revisions subject to City Council approval before implementation. Fees generated from photo shoots, tours, weddings, and similar events by private groups in the Garden ("Event Fees") shall be collected and retained by the Corporation and used exclusively for capital improvements, maintenance and preservation of the facility. Woodward Park Group Activities Area reservation revenue for receptions and other events related to the Garden may be collected by the Corporation, but must be turned over to the City for deposit within 10 days of collection.

The Corporation may also improve an area or areas normally used to conduct weddings ("Wedding Area") in a design, area and terms and conditions as the Corporation and City staff may agree, and consistent with the terms of Section 8 of this Agreement. The Corporation may also publicize the Park, Garden, Wedding Area and Woodward Park Group Activities Area for the purpose of encouraging public awareness and promoting fuller utilization of the facilities. The Corporation may arrange for Garden tours using volunteer docents with or without charge on such terms and conditions as the Corporation and City staff may agree. The Corporation may sell or serve alcoholic beverages for special fundraising events in the Garden or Woodward Park Group Activities Area with the prior consent

of City staff on the condition that it obtain an appropriate license from the Alcoholic Beverage Control Board and provide appropriate insurance as required by the City.

5. Garden Entrance and Event Fees: The City shall continue to operate the Garden entrance gate during normal business hours, and all fees collected by the City, net of expenses, shall continue to be divided one-half to the City's General Fund and one-half to a City Shinzen Garden Fund for exclusive use to maintain and improve the Garden. The Corporation may request that the City operate the entrance structure for hours extended beyond normal operating hours or special events on such terms and conditions as the Parties may agree from time to time; the City's approval of such requests shall not be unreasonably withheld. The Corporation may also operate the entrance structure during extended hours with Corporation personnel, with all fees collected divided equally between the City and Corporation for maintenance and preservation of the Garden. Proceeds due to City from extended hours operation shall be remitted within 10 days of the event date along with a supporting sales report or receipt(s).

6. Annual Activities: The Corporation shall have a license to use the Garden and Park for specific annual activities. The Corporation may also conduct special events with the prior consent of City staff on such terms and conditions as they may agree. The City shall grant to the Corporation the use of the Woodward Park Group Activities area free of charge three days annually, which may be covered by some of the events listed below; dates of use to be determined by the Corporation and dependent upon the availability of the area. If City staff assistance is needed for Shinzen Garden Corporation events, the City may charge the hourly rate in effect.

a. Spring Blossom Festival: The Corporation shall have a license to host, without charge by the City, its Spring Blossom Festival in the Garden on a weekend near the vernal equinox when the Spring Section is in bloom. The Festival may include, without limitation, a Bonsai show, viewing of the Teahouse, educational demonstrations and sales. The Corporation shall have the right to retain all of the net proceeds it collects, including admission fees for entry to the Garden, as Event Fees, in accordance with Paragraph 4, above.

b. Shinzen Run: The Corporation, in cooperation with the Fresno Chapter of the Japanese American Citizens League, shall have a license to conduct, without charge by the City, an annual race(s) at the Park on a weekend day with the headquarters of the event in the Woodward Park Group Activities Area. A portion of the proceeds are provided to the Corporation to fund its activities. Entrance to the Garden shall be free to the sponsor volunteers and Corporation's volunteers.

c. Toro Nagashi: The Corporation shall have a license to use, without charge by the City, a portion the Park and parking lot for its annual Toro Nagashi. "Toro Nagashi" is a Japanese tradition involving the floating of candle lanterns in honor of departed ancestors. The Corporation shall have the right to retain all of the net proceeds it collects from the sale of the lanterns or other revenues generated by this event.

d. Annual Membership Meeting: The Corporation shall have a license to use, without charge by the City, the Woodward Park Group Activities Area in the Park or the Garden for its annual membership meeting.

e. Cultural Faire: The Corporation shall have a license to use, without charge, the Garden and Woodward Park Group Activities Area for a Japanese cultural faire. The activities may include, without limitation, art exhibits, children's activities, plant displays, bonsai demonstrations, tea

ceremonies, Taiko Drummers and sale of plants, art, food and drinks. The Corporation shall have the right to retain all of the net proceeds it collects, including admission fees for entry to the Garden, as Event Fees, in accordance with Paragraph 4, above.

7. Reporting: City and Corporation agree to meet at least once annually to discuss the following items, which Corporation agrees to provide on an annual basis within 90 days after the close of each annual period:

A. A financial statement which includes a balance sheet detailing all assets and liabilities, and an income statement detailing all revenue and expenses during the year.
B. Corporation shall provide a list of Board members and contact information whenever there is a change to membership, or once annually, whichever comes first.
C. Garden capital improvement recommendations
D. Provide proof of active corporate status.
E. Proof of insurance as required in Section 3 of this Agreement.

8. Special Projects: The Corporation shall provide expertise and contributions, monetary and in-kind, for such projects and on such terms and conditions as the Parties may agree from time to time. The City may require a plan to pay for the maintenance costs of any new project. By way of example, prior projects include the Tea House, Ume Grove, gazebo and entrance structure, to name a few. Capital improvement projects proposed by the Corporation and funded by the Corporation shall be submitted in writing to the Parks Director, and shall be subject to obtaining all necessary permits and approvals, including appropriate environmental review. All contracts that Corporation enters into to construct capital improvements shall contain insurance, indemnity, release and assignment provisions acceptable to the City Attorney and City's Risk Manager, or his/her designee, and corporation agrees that the prior written approval is required of City prior to entering into any contracts to construct capital projects.

9. Use of Name and Images: The Corporation has a non-exclusive license to use the name, "Shinzen Garden" and "Shinzen Friendship Garden" in its name, membership newsletters, merchandise, solicitations and publicity to promote the Garden and raise funds for the Corporation's activities and projects.

10. Naming Rights and Recognition of Donors and Contributors: The City and Corporation shall cooperate to develop criteria for the recognition of contributors to the Garden or the Corporation in keeping with the cultural and aesthetic goals of the Garden. This may include listing companies, organizations and individuals who support the landscaping and maintenance of the Garden on appropriate signage outside the Garden near the adjoining parking lot area. The existing donor board may also be repaired, updated or replaced and moved to a more prominent area in the Garden. The City shall not extend naming rights to the Garden or any significant area therein without the prior written consent of the Corporation; however the City shall have final approval of naming rights, but will not approve any naming rights to which the Corporation has objected.

11. City Liaison Officer: The Parks Director or designee shall serve as a liaison officer to the Corporation. The liaison officer may attend regular monthly meetings of the Board of Directors of the Corporation and act as a conduit for information, coordination and decision making between the Corporation and the City.

12. Goal-Setting Process: The City shall provide a representative to participate in a goal-setting process from time to time to develop a mission statement, strategic plan, business plan for the Garden and its development, maintenance and repair in conjunction with the Corporation. Part of that process may consider the Corporation leasing the Garden from the City on such terms and conditions as the Parties may agree. The City and Corporation shall develop a five year capital plan to prioritize the expenditure of Event Fees.

13. Term: This Agreement shall be in effect for a term of five years from the date hereof and shall automatically renew for additional one-year terms unless a notice of non-renewal is given by either party at least 90-days prior to the end of the then current term. Notwithstanding the foregoing, the Corporation and City shall have the right to terminate this Agreement upon six (6) months' advance written notice.

SIGNATURES APPEAR ON NEXT PAGE

WHEREFORE, the Parties have entered into this agreement on the date and year first above referenced in Fresno, California.

CITY OF FRESNO,
a municipal corporation

By:_____
Bruce A. Rudd, Assistant City Manager/
Interim PARCS Director

SHINZEN FRIENDSHIP GARDEN, INC.,
A California Nonprofit Corporation

By:_____
Judy Shehady, President

By:_____
Richard H. Kassabian, Treasurer

ATTEST
REBECCA KLISCH
City Clerk

By:_____
Deputy 9/30/11

Approved as to Form:
JAMES C. SANCHEZ
City Attorney

By:_____
K. DOERR

Attachment Exhibit A – City Maintenance Responsibilities

Exhibit A

Japanese Garden Summary Listing of City Maintenance Responsibilities*

	Maintenance Tasks*	Target Interval*
1	Manual irrigation as needed	Weekly/As Needed
2	Wash down bird and animal droppings	Weekly
3	Clean up fallen fruit	Weekly
4	Inspect and clean restrooms including deep cleaning as needed	Weekly
5	Feed Koi at recommended amount and intervals	Once per day
6	Inspect water level of koi/ume grove ponds/lake, take action as needed	Weekly
7	Police and pick up litter including from trash cans	Weekly
8	Inspect for safety issues and report to Risk Management as needed	Weekly
9	Trim hanging or low growing limbs or vegetation from above walkways	Weekly/As Needed
10	Inspect for and remove graffiti	Once per day
11	Blow walkways of leaves and other plant debris	Weekly
12	Inspect large tank Filter System and address problems as needed	Monthly
13	Trim or remove bamboo sprouts where needed	Weekly
14	Trim shrubs to shape or remove unwanted growth	Weekly
15	Mow and edge lawn	Weekly
16	Remove volunteer trees	As needed
17	Blow and rake fallen leaves and debris as needed	Weekly
18	Repair and or replace missing sprinkler heads as needed	As Needed
19	Spray or brush down spider webs	As Needed
20	Inspect, skim and remove any debris from sand filters	Monthly
21	Control weeds with herbicides or manual means	Weekly
22	Rake or blow pine needles and leaves from in parking lot	As needed
23	Inspect and remove trash and litter from parking area	Once a day
24	Remove all dead growth from trees and shrubs	Weekly/As Needed
25	Add salt or other recommended treatments to Koi pond as needed	As needed
26	Clean streams of weeds and overgrown vegetation	As needed
27	Remove dead trees and shrubs	Weekly/As Needed

*All maintenance intervals and response times will subject to budget and staffing levels during the course of this Agreement.

City of FRESNO **REPORT TO THE CITYCOUNCIL**

AGENDA ITEM NO. 9:00am C
COUNCIL MEETING 9/15/11
APPROVED BY
DEPARTMENT DIRECTOR
CITY MANAGER

Presented to City Council
Date 9/15/11
Disposition Rec approved

September 15, 2011

FROM: BRUCE A. RUDD, Interim Director
Parks, After School, Recreation and Community Services Department

BY: PAUL A. MELIKIAN, Administrative & Finance Manager
Parks, After School, Recreation and Community Services Department

SUBJECT: ADOPT A FINDING OF CATEGORICAL EXEMPTION PURSUANT TO SECTION 15301/CLASS 1 (EXISTING FACILITIES) OF THE CEQA GUIDELINES AND APPROVE A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND SHINZEN FRIENDSHIP GARDEN, INC. FOR THE CONTINUED OPERATION AND MAINTENANCE OF THE SHINZEN JAPANESE GARDEN LOCATED IN WOODWARD PARK

RECOMMENDATIONS

Staff recommends that the City Council approve the attached Memorandum of Understanding (MOU) with the Shinzen Friendship Garden, Inc. for the continued operation and maintenance of the Japanese Garden in Woodward Park.

EXECUTIVE SUMMARY

The attached MOU formalizes and enhances the existing relationship the City and the Shinzen Friendship Garden, and is a result of many hours of discussion about the current state and future of the facility. This Agreement shall be in effect for a term of five years and renew for additional one-year terms unless a notice of non-renewal is provided.

Staff has performed a preliminary environmental assessment of this agreement and has determined that it falls within the Categorical Exemption set forth in section 15301/Class 1 which exempts operation of existing facilities because this MOU is solidifying the existing relationship between the City and the Shinzen corporation and will not expand existing use of the garden. Furthermore, Staff has determined that none of the exceptions to Categorical Exemptions set forth in the CEQA Guidelines, section 15300.2 apply to this project.

This MOU has been reviewed by the City Attorney and Risk Management Offices.

BACKGROUND

The five-acre Shinzen Friendship Garden is located within Woodward Park. In 1967, when the Park was being developed, the idea was proposed to create a Japanese garden complete with stone lanterns and a teahouse to be dedicated to Fresno's Sister City Kochi, Japan, as a symbol of friendship and international brotherhood, and for the promotion of cultural relations between the two cities. A committee was organized to develop plans and raise the required funding.

Later that year the Fresno City Council approved this concept and allocated the acreage for such a garden. A group led by Ben Nakamura, a Fresno accountant, was formed to enlist the aid of the Japanese-American community. During the next few years, several trips were made to Japan to seek support for the Garden. In 1972, Paul Saito, a Landscape Architect from Orange County, California, was chosen to design the Garden. He was assisted by a master teahouse designer from Japan, Shiro Nakagawa. The Garden was planned

around the four seasons, with distinctive plantings in each area. The plans were completed and approved in 1974.

The ground-breaking ceremony was held in 1975 with Bishop Matsui of the Shinto Church officiating, and Mayor Dan Whitehurst, Councilmember Ted Wills, Ben Nakamura and other members of the Shinzen Friendship Garden Committee present. By spring 1981, the Garden was developed enough to be open for public viewing. Later that year the Shinzen Garden Committee was incorporated as a separate entity.

While the City owns the property, and is ultimately responsible for its upkeep and security, most of the additions and other improvements have been funded by members' dues and private and corporate donations. While there has been a general understanding between the parties the lack of any formal agreement was a concern for the members of the Shinzen Garden Committee as well as the City. The adoption this MOU will codify the relationship between the parties as well as define the roles, responsibilities, and expectations. The following discussion summarizes of the terms of the MOU:

Maintenance Activities: Subject to available funding and staffing levels, the City shall continue to maintain the Garden and its existing and future approved improvements, buildings, bridges, walkways, benches, Koi fish, Koi pond, and landscaping, and continue to perform the functions summarized in Exhibit "A" of the attached Agreement. The City may require a plan to pay for the maintenance costs of any new projects.

The Corporation shall have license to enter the Garden and provide supplemental and specialty maintenance such as planting, pruning and trimming trees, shrubs and flowers. Such supplemental and specialty maintenance shall be at no cost to the City. The Corporation may solicit companies, organizations and individuals to volunteer labor and provide material to maintain the Garden and its improvements.

Fee-Generating Activities: The Corporation will now exclusively handle reservations for photo shoots, tours, weddings, and similar events by private groups in the Garden. The City has historically handled these activities but can no longer effectively perform due to staffing limitations. Corresponding bookings for receptions in the Woodward Park Group Activities Area may also be handled by the Corporation; however dates shall be confirmed and made through the PARCS reservation system. In addition, the City shall work with the Corporation to review and revise Garden reservation fees from time to time, with all fee revisions subject to City Council approval before implementation. Revenues generated from photo shoots, tours, weddings, and similar events by private groups in the Garden shall be collected and retained by the Corporation and used exclusively for capital improvements, maintenance and preservation of the facility.

The Corporation plans to improve and expand the area used to conduct weddings. The Corporation may also publicize the Park, Garden, Wedding Area and Woodward Park Group Activities Area for the purpose of encouraging public awareness and promoting fuller utilization of the facilities. The Corporation may sell or serve alcoholic beverages for special fundraising events in the Garden or Woodward Park Group Activities Area with the prior consent of the Parks Director on the condition that it obtain an appropriate license from the Alcoholic Beverage Control Board and provide appropriate insurance as required by the City.

Garden Entrance and Event Fees: The City shall continue to operate the Garden entrance gate during normal business hours, and all fees collected by the City, net of expenses, shall continue to be divided equally between the City's General Fund and to the Shinzen Garden Fund, which is used to fund the maintain and improve the Garden. The Corporation may request that the City operate the entrance structure for hours extended beyond normal operating hours or special events. The Corporation may also operate the entrance structure during extended hours with Corporation personnel, with all fees collected divided equally between the City and Corporation for maintenance and preservation of the Garden.

Annual Activities: The Corporation shall have a license to use the Garden and Park for specific annual activities. The Corporation may also conduct special events with the prior consent of City staff. The City will allow the Corporation the use of the Woodward Park Group Activities area free of charge three days annually, dates of use to be determined by the Corporation and dependent upon the availability of the area. If City staff assistance is needed for Shinzen Garden Corporation events, the City may charge for support services provided.

Goal-Setting Process: The City will participate in a goal-setting process from time to time to develop a mission statement, strategic plan, business plan for the Garden and its development, maintenance and repair in conjunction with the Corporation, including the development of a five-year capital plan. Part of that process may consider the Corporation leasing the Garden from the City.

Future plans for the Garden include a larger wedding area, utility/classroom, restrooms, museum and gift shop, and tearoom. Additional plantings and improvements make the Shinzen Friendship Garden an ongoing project.

FISCAL IMPACT
This MOU will have no additional impact to the General Fund beyond current maintenance obligations. Future plans for the Garden to expand wedding and reservation activity will generate additional revenue to the General Fund through enhanced parking revenue. The Garden facilities will also continue to benefit from Corporation fund-raising efforts, which allow a majority of improvement and restoration activities to be funded through donations or sponsorships.

Attachment: Agreement