



## MEMORANDUM

**TO:** CITY COUNCIL

**FROM:** JOHN ROGERS, RECREATION SERVICES DIRECTOR

**SUBJECT:** CONSIDERATION OF UPDATED ADOPT-A-PARK AGREEMENT FOR THE ELM STREET PARK OFF-LEASH DOG PARK

**DATE:** OCTOBER 28, 2014

### **RECOMMENDATION:**

It is recommended the City Council approve an update to the Adopt-A-Park Agreement between the Five Cities Dog Park Association and the City, for operation, maintenance and improvements to the Elm Street Off-Leash Dog Park.

### **FINANCIAL IMPACT:**

There will be no financial impact to the City beyond already budgeted expenditures to provide some supplies, and limited maintenance staffing at the Dog Park.

### **BACKGROUND:**

In January 2008, the City Council approved an Adopt-A-Park Agreement with the Five Cities Dog Park Association (FCDPA) which established guidelines for construction of, maintenance and operation of, and improvements to the Elm Street Off-Leash Dog Park. The FCDPA is a group of dedicated volunteers with the goal of helping provide an off-leash dog park for south county residents.

The FCDPA raised funds for and was responsible for construction of the Dog Park, which opened in May of 2009. Under the terms of the Agreement, the FCDPA is responsible to assist the City with maintenance and operation of the Dog Park. The FCDPA also from time to time funds and implements improvements at the Dog Park that have been approved by the City.

At the October 8, 2014 Parks & Recreation Commission meeting, Commissioners voted unanimously to approve the updated Agreement.

### **ANALYSIS OF ISSUES:**

Over the past five years, the Elm Street Off-Leash Dog Park has proven to be a popular venue for local dog owners to play with their dogs off leash. The FCDPA has been a valuable partner in helping maintain and operate the Dog Park seven days a week year round. The FCDPA and the City wish to continue this partnership.

The updated Agreement eliminates the references to the original construction of the Dog Park, because the Dog Park is now built. The updated Agreement also makes minor changes to clarify the responsibilities of both the FCDPA and the City. In

**CITY COUNCIL  
CONSIDERATION OF UPDATED ADOPT-A-PARK AGREEMENT FOR  
THE ELM STREET PARK OFF-LEASH DOG PARK  
OCTOBER 28, 2014  
PAGE 2**

addition, the updated Agreement provides a formal process for the public to address concerns or issues with the FCDPA and the City.

**ALTERNATIVES:**

The following alternatives are provided for the Commission's consideration:

- Approve the updated Agreement
- Modify and approve the updated Agreement;
- Do not approve the updated Agreement; or
- Provide direction to staff.

**ADVANTAGES:**

Approval of the updated Adopt-A-Park Agreement will facilitate elimination of outdated language, better define the responsibilities of the City and FCDPA for operation of the Elm Street Off-Leash Dog Park, and add a process for accountability to the public.

**DISADVANTAGES:**

There are no disadvantages identified.

**ENVIRONMENTAL REVIEW:**

No environmental review is required for this item.

**PUBLIC NOTIFICATION AND COMMENTS:**

The Agenda was posted in front of City Hall on Thursday, October 23, 2014. The agenda and staff report were posted on the City's website on Friday, October 24, 2014.

**Attachments:**

1. Updated Adopt-A-Park Agreement

CITY OF ARROYO GRANDE  
**ADOPT-A-PARK AGREEMENT**

This Adopt-a-Park Agreement (hereinafter "Agreement") is made and entered this 28<sup>th</sup> day of October, 2014 by and between the City of Arroyo Grande, a Municipal Corporation of the State of California (hereinafter the "City") and the Five Cities Dog Park Association, a community volunteer organization (hereinafter "FCDPA").

**WHEREAS**, City is owner and operator of certain real property (the "Property") commonly known as Elm Street Park, which is located at 350 South Elm Street in the City of Arroyo Grande, County of San Luis Obispo, State of California; and

**WHEREAS**, the FCDPA is a community volunteer organization committed to establishing off leash canine-related recreation within the five cities area, including, but not limited to, construction, operation and maintenance of dog parks; and

**WHEREAS**, the FCDPA and the City recognize the need for an off-leash pet area in Arroyo Grande; and

**WHEREAS**, on January 22, 2008, the City Council officially designated and reserved a portion of Elm Street Park, between the pump stations and the southern boundary of the Property, as generally depicted in Exhibit "A" attached hereto, as an off-leash area for use as a dog park (the "Dog Park") subject to all applicable rules and regulations; and

**WHEREAS**, the FCDPA understands, acknowledges and agrees that the Dog Park is part of an active City park, owned by the City and operated for the benefit of the general public; and

**WHEREAS**, City recognizes the FCDPA as an adopting organization for the Dog Park; and

**WHEREAS**, on January 22, 2008, the parties entered into an Adopt-A-Park Agreement specifying the terms and conditions for the construction, operation, use and maintenance of the Dog Park;

**WHEREAS**, the parties now desire to replace the January 22, 2008 Agreement with this Agreement.

**NOW THEREFORE**, in consideration of the mutual covenants and conditions set forth herein, FCDPA and City agree as follows:

**Section 1. Construction.**

- (a) Subject to the approval requirements set forth in section 1(b) below, FCDPA shall, at its sole cost, construct fencing, gates, signage, bulletin

boards, sanitary mitt/bag dispensers and other similar improvements and install landscaping in the Dog Park.

- (b) Before any construction may occur, FCDPA shall submit an Improvement Plan to the City's Director of Recreation Services and Director of Public Works describing and depicting all proposed Dog Park improvements. FCDPA shall not commence any construction activities until such Improvement Plan is approved in writing by the Director of Recreation Services and the Director of Public Works.

### **Section 2. Maintenance.**

FCDPA agrees to provide the following minimum maintenance activities:

- (a) Daily monitoring of the Dog Park and removal of dog waste;
- (b) Assist with and perform ongoing maintenance of all improvements in the Dog Park;
- (c) Assist with management and enforcement of all rules and regulations imposed on the Dog Park by City; and
- (d) Such other services as determined to be necessary or appropriate by City for the safe and orderly operation of the Dog Park.

FCDPA shall be responsible for informing volunteers of safe work methods used in carrying out construction, park cleanup and other maintenance activities.

### **Section 3. Interaction with the Public.**

FCDPA understands that the Dog Park is operated for the benefit of the general public. FCDPA agrees as follows:

- (a) All interactions between FCDPA Board members and users of the Dog Park will be conducted in a positive and professional manner.
- (b) Concerns brought forward by the public regarding Dog Park operations or rules will first be referred to the FCDPA for resolution. The FCDPA will attempt to resolve the concern as soon as possible, but no later than within sixty (60) days. If the FCDPA is unable to resolve the concern to the satisfaction of both parties, FCDPA will refer the concern to the Director of Recreation Services for a resolution. Decisions by the Director of Recreation Services may be appealed to the Parks & Recreation Commission.

### **Section 4. Records.**

FCDPA shall submit to City a Project Record of all Dog Park activities, including construction, maintenance and inspections, on a quarterly basis, unless otherwise requested by City.

**Section 5. Guidelines.**

FCDPA acknowledges receipt of and agrees to conform to the terms and conditions of the California Joint Powers Insurance Authority guidelines.

**Section 6. No Possessory Interest.**

FCDPA understands and agrees that it shall not have any possessory interest in the Dog Park and that any improvements made therein by FCDPA are for the sole benefit of the general public and shall become fixtures to the property and the exclusive property of City.

**Section 7. City's Rights and Obligations.**

- (a) Without waiving any rights it may have, the City reserves the right to remove Dog Park amenities (such as benches, water fountains or landscaping), if deemed necessary to protect the public health, safety or welfare.
- (b) The City shall provide and pay for the necessary utilities for the Dog Park including water, garbage and electrical services.
- (c) The City reserves the right to modify the use of, or close the Dog Park, in its sole discretion.
- (d) Whenever reasonably possible and within the sole discretion of the City and without waiving any rights it may have, the City will consult with FCDPA on issues of changes to the Dog Park operation, rules, or any physical changes to the Dog Park that may affect the use of the Dog Park, before said changes are implemented.

**Section 8. Indemnity.**

To the fullest extent permitted by law, FCDPA shall defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability where the same arise out of the gross negligence or willful misconduct of FCDPA Board of Directors or any of its volunteers or agents.

**Section 9. Entire Agreement.**

This Agreement shall supersede and replace the agreement dated January 22, 2008, between the parties. This Agreement represents the entire agreement and understanding between and among the parties with respect to the subject matter hereof. No modification or amendment shall be valid and binding unless it is in writing and signed by each of the parties.

**IN WITNESS WHEREOF**, the parties hereto have caused this Adopt-A-Park Agreement to be executed by and through their respective authorized officers, as of the date first written herein above.

**CITY OF ARROYO GRANDE**

**FIVE CITIES DOG PARK ASSOCIATION**

By: \_\_\_\_\_  
Steven Adams, City Manager

By: \_\_\_\_\_

Its: President

Attest:

\_\_\_\_\_  
Kelly Wetmore, City Clerk

Approved as to Form:

\_\_\_\_\_  
Timothy J. Carmel, City Attorney