



February 3, 2022

**TO:** LOCSO Board of Directors

**FROM:** Ron Munds, General Manager

**SUBJECT: Agenda Item 7F – 2/3/2022 Board Meeting**

Approve the Los Osos Dog Park Term Sheet and Time Extension with the County of San Luis Obispo

**President**

Matthew D. Fourcroy

**Vice President**

Charles L. Cesena

**Directors**

Troy C. Gatchell  
Marshall E. Ochylski  
Christine M. Womack

**General Manager**

Ron Munds

**District Accountant**

Robert Stilts, CPA

**Unit Chief**

Eddy Moore

**Battalion Chief**

Paul Provence

**STAFF RECOMMENDATION:**

This item will be approved along with the Consent Calendar unless it is pulled by a Director for separate consideration. If so, Staff recommends that the Board adopt the following motion:

***Motion: I move that the Board approve Los Osos Dog Park Term Sheet and authorize the Board President to sign.***

**DISCUSSION:**

In August 2019, the Board authorized the then President to sign a Term Sheet with the County that specified the basic terms and guidelines under which the Dog Park would be developed and operated. The termination date for the original Term Sheet was September 1, 2021. Staff contacted the County's Parks Department regarding extending the term which they were agreeable to. The only change from the original Term Sheet (attached) is the termination date which has been extended to January 1, 2024.

If the Board approves the recommended action, the Board President will sign and staff will return the document to the County for consideration by the Board of Supervisors and final execution. County Parks Department staff have indicated that this will be a consent item on their Board's agenda in March.

**Attachment**

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## TERM SHEET

### LOS OSOS DOG PARK

This term sheet (the "Term Sheet") is entered into as of this \_\_\_\_ day of \_\_\_\_\_ 20\_\_, by and among the Los Osos Community Services District ("CSD") and the County of San Luis Obispo (the "County"). This Term Sheet is intended to set forth basic terms of the CSD's construction and operation of a dog park at the existing County community park located within the Los Osos Community Services District at 2180 Palisades Avenue in the unincorporated area of Los Osos, County of San Luis Obispo.

#### INTRODUCTION

The purpose and intent of this Term Sheet is to memorialize the basic terms that have been negotiated among the parties and to inform the public regarding the goals and principles identified by CSD Staff, CSD Board of Directors, County Staff and County Supervisors that will guide the CSD's proposal to lease land from the County for the CSD's purpose of developing a dog park throughout the public review process. As further described below, the CSD's development and construction of the dog park shall not proceed unless and until the parties have negotiated, executed and delivered mutually acceptable agreements based upon information produced from the Habitat Conservation Plan (HCP) and California Environmental Quality Act ("CEQA") review process and other public review and hearing processes, subject to all applicable governmental approvals.

The dog park will be developed and operated in accordance with the following guidelines:

The CSD will enter into a ground lease with the County for the purpose of developing and operating a dog park.

The initial term of the ground lease is ten years, within a mutual option to extend the term for an additional 10-year period.

No County funds will be used for the construction or operations of the dog park, except for activities undertaken at the County's expense.

The CSD shall obtain and pay for all required regulatory permits and entitlements to construct, maintain and operate the dog park.

The CSD shall pay for all utilities associated with the dog park.

The parties contemplate that the CSD will begin processing the appropriate CEQA review document at its sole cost upon issuance of the final Habitat Conservation Plan that is currently being processed at the County's sole cost.

#### ARTICLE 1. EFFECT OF TERM SHEET

Section 1.1 Intent and Effect of Term Sheet. The purpose and intent of this Term Sheet is to provide a general framework for the subsequent negotiation of the terms of the definitive agreements regarding the CSD's development, design and construction, operation, management, use and occupancy of the dog park at the Property. It is not intended to create any binding contractual obligations on any party or to commit any party to a particular course of action. This Term Sheet is not intended to create any binding contractual obligations with respect to the CSD's development of the dog park project or commit any Party to a particular course of action. This Term Sheet merely memorializes the preliminary terms and serves as a general framework upon which the Parties intend to proceed. The CSD's planning, development, design and construction, operation, management, use and occupancy of the dog park shall be subject to the terms of more definitive agreements which will encompass issues not addressed in this Term Sheet. It is the further intent of the Parties that this Term Sheet not provide for entitlements in land or development, such entitlements being the subject of other actions by public entities or of permits to be sought at later times.

Section 1.2 Public Agency Discretion Under CEQA. The Parties fully recognize the importance of and need for analysis, review, and approval of the proposed dog park, including environmental review. The Parties fully understand and acknowledge that the CSD, as lead agency for environmental review, will fully consider the information presented in the environmental documents and that the CSD retains and must exercise its independent judgment and discretion to (i) propose modifications to the project or additional mitigation measures as may, in its sole discretion, be necessary to comply with CEQA, (ii) select other feasible alternatives to avoid significant environmental impacts, including the no project alternative against any significant environmental impacts prior to taking final action if such significant impacts cannot otherwise be avoided, and/or (iii) determine not to proceed with the dog park. No legal obligations will exist unless and until the Parties have negotiated, executed and delivered mutually acceptable agreements, subject to all applicable governmental approvals.

Section 1.3 Effective Date; Termination. This Term Sheet shall become effective upon its execution by all Parties and, unless otherwise agreed to in writing by the Parties, shall expire at 11:59 p.m. on January 1, 2024, or as otherwise extended in writing by the Parties or terminated earlier upon mutual written agreement.

By signing below, the Parties evidence their general agreement with the provisions of this Term Sheet and agree to use this Term Sheet as the framework for future negotiations of binding definitive agreements. Any agreements resulting from negotiations will become effective only if and after such agreements have been considered and approved by the Parties, following conduct of all legally required procedures.

County of San Luis Obispo

Los Osos Community Services District

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\_\_\_\_\_

Nick Franco, Parks Director

Matthew Fourcroy, Board President

Date: \_\_\_\_\_

Date: \_\_\_\_\_