



PARKS & RECREATION ADVISORY COMMITTEE MEETING

Tuesday, April 3, 2018 at 5:30 p.m.
Los Osos Community Services District Office
2122 9th Street, Suite 106, Los Osos, CA

COMMITTEE MEMBERS

Lou Tornatzky, Chairperson
Marshall Ochylski, Alternate Chairperson
Alissa Feldman, Member
William Fitzgerald, Member
Jennifer Foronjy, Member
Andrea Lueker, Member
Shaunna Sullivan, Member

STAFF

Renee Osborne Manager
Ann Kudart, Administrative Services Manager

AGENDA

1. **Opening at 5:30 p.m. – Call To Order; Flag Salute; and Roll Call**
2. **Approval of Parks and Recreation Committee Meeting Minutes of December 5, 2017**
(Committee Approval)
Presented By: Administrative Services Manager Kudart
3. **Presentation Regarding the Los Osos Habitat Conservation Plan**
(County Presentation, No Action Associated)
Presented By: County Staff
4. **Review of Board Item Regarding 2018 Parks and Recreation Committee Work Plan**
(Discussion and Recommendations to the Board)
(Presented By: General Manager Osborne)
5. **Review of Board Item Regarding Dog Park Lease with San Luis Obispo County**
(Discussion and Recommendations to the Board)
(Presented By: General Manager Osborne)
6. **Public Comments on Items NOT on this Agenda:** At this time, the public may comment on items not on this agenda. Each commenter is limited to 3 minutes and shall address the Chairperson.
7. **Schedule Parks and Recreation Committee Meeting** – Unless otherwise noted, the next Parks & Rec Committee meeting will be Tuesday, June 12, 2018 at 5:30 p.m.
8. **Closing Comments by Parks and Recreation Committee Members**
9. **Adjournment**

ITEM 2

**APPROVAL OF PARKS & RECREATION
COMMITTEE MEETING MINUTES OF
DECEMBER 5, 2017**

Los Osos Community Services District
DRAFT Minutes of the Parks & Recreation Advisory Committee Meeting
December 5, 2017 at 5:30 p.m. at the District Office

AGENDA ITEM	DISCUSSION	FOLLOW-UP
<p>1. Call to Order, Flag Salute, and Roll Call</p>	<p>Chairperson Tornatzky called the meeting to order at 5:30 p.m. and led the flag salute.</p> <p>Roll Call: Alissa Feldman, Committee Member – Present William Fitzgerald, Committee Member - Present Jennifer Foronjy, Committee Member – Present Andrea Lueker, Committee Member – Absent Shaunna Sullivan, Committee Member – Present Lou Tornatzky, Chairperson – Present</p> <p>Staff: Renee Osborne, General Manager Ann Kudart, Administrative Services Manager</p>	
<p>2. Approval of Parks and Recreation Committee Meeting Minutes of October 3, 2017</p>	<p>Administrative Services Manager Kudart presented minutes as submitted in the agenda packet.</p> <p>Public Comment – None</p> <p>Committee Member Sullivan moved to approve the meeting minutes of October 3, 2017. The motion was seconded by Committee Member Feldman and carried by unanimous consent.</p>	<p>Action: Receive and file the approved minutes.</p>
<p>3. Update Regarding the Los Osos Community Dog Park</p>	<p>General Manager Osborne reported that the lease has been discussed during the Board's closed session and that it will come back before the Committee at the February 6, 2018 meeting.</p> <p>Public Comment – Julie Tacker would like to hear an update regarding the Habitat Conservation Plan (HCP) and that nothing can be done on the dog park property until the adoption of the HCP.</p> <p>Steve Best commented on the Habitat Conservation Plan.</p>	
<p>4. Update of Committee Members' Findings Regarding Interested 501c3 Nonprofit Organizations</p>	<p>Committee Members Foronjy and Feldman reported that the Los Osos Rotary and Small Wilderness Preserve were contacted. The Rotary will discuss at their next meeting and Small Wilderness Preserve has not yet responded.</p> <p>Committee Member Fitzgerald reported that People Helping People were enthusiastic and interested in the project. The South Bay Women's Network considered but respectfully declined the RFP.</p> <p>Committee Member Sullivan reported that The Bay Foundation declined. She recommended contacting the California Conservation Corp, or the Grizzly Youth Academy to get youngsters involved and that she will contact Karen Adler of SLO Post and Los Osos Kiwanis.</p> <p>Public Comment – Steve Best commended that the Love for Dogs group is working with SLO Post and is motivated to get their 501c3.</p> <p>Julie Tacker commented that the County, not the District, should be spearheading the dog park.</p>	
<p>5. Report on Parks and Recreation Advisory Committee Accomplishments of 2017</p>	<p>Chairperson Tornatzky reported that the Committee's main focus this year was on the dog park. The Committee explored potential best practices, read technical articles, rated the options and came up with a sound picture of what they wanted to accomplish once the lease structure was finalized. When the dog park has been given the go-ahead, the Committee can then focus on other areas of Parks and Recreation needs in Los Osos.</p>	

AGENDA ITEM	DISCUSSION	FOLLOW-UP
<p>5. Report on Parks and Recreation Advisory Committee Accomplishments of 2017 (continued)</p>	<p>Public Comment – Steve Best commented on the need to look at the bigger picture and have a Parks and Recreation Department to make improvements.</p> <p>Julie Tacker – commented on a special Parks and Recreation tax to bring in revenues.</p>	
<p>6. Parks and Recreation Advisory Committee Goals for 2018</p>	<p>General Manager Osborne reported that she spoke with Nick Franco, SLO County Parks, regarding the removal of rubber materials from the LO Park. Mr. Franco responded in an email in which he stated that the rubber material meets the current safety and fall standards and cannot justify spending funding to replace a functional material that has five to ten years of life left and that the estimated cost to remove the current rubber material and replace with fibar ground mulch is \$20,000.</p> <p>The Committee discussed looking into the priorities of the community in terms of Parks and Recreation needs and organizing weed pulling parties.</p> <p>Julie Tacker commented on inviting SLO County Parks and Recreation Commissioner Pandora Nash-Karner to report on how she is representing the needs of the community.</p> <p>Steve Best commented on recruiting volunteers to remove the rubber mulching at the park.</p>	<p>Action: The Committee recommended that removal of the rubber material and replacement with fibar ground mulch be added to their 2018 Work Plan.</p>
<p>7. Public Comments on Items NOT on this Agenda</p>	<p>Steve Best commented on the donated property near Sweet Springs that is managed by the Audubon Society.</p>	
<p>8. Schedule Next Parks and Recreation Advisory Committee Meeting</p>	<p>The next meeting was scheduled to be held on Tuesday, February 6, 2018 at 5:30 p.m. unless otherwise noticed.</p>	
<p>9. Closing Comments by Parks & Recreation Committee Members</p>	<p>Committee Member Fitzgerald enjoyed serving on the committee this year and if invited to continue serving he will accept.</p> <p>Committee Member Sullivan is looking forward to 2018 and hopes that the Habitat Conservation Plan is approved sooner than anticipated.</p> <p>Committee Member Foronjy is looking forward to the removal of the tire mulch from the park.</p>	
<p>10. Adjournment</p>	<p>The meeting adjourned at 6:33 p.m.</p>	

ITEM 4

**REVIEW OF BOARD ITEM REGARDING
2018 PARKS AND RECREATION
COMMITTEE WORK PLAN**



PARKS AND RECREATION ADVISORY COMMITTEE 2018 WORK PLAN

Recommendations for Parks and Recreation Committee in 2018:

President

Vicki L. Milledge

Vice President

Marshall E. Ochylski

Directors

Charles L. Cesena

Louis G. Tornatzky

Vacant

General Manager

Renee Osborne

District Accountant

Robert Stilts, CPA

Unit Chief

Scott M. Jalbert

Battalion Chief

Greg Alex

1. Produce a Request for Proposals (RFP) for an "Adopt-A- Park" organization to do maintenance for the future site of the Dog Park
2. Recommend parameters and terms of agreement for RFP "Adopt-a-Park" organization
3. Recommendation regarding rubber chip material currently used at the Los Osos Community Park

Mailing Address:

P.O. Box 6064

Los Osos, CA 93412

Offices:

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Los Osos, CA 93402

Phone: 805/528-9370

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www.losososcscsd.org

ITEM 5

**REVIEW OF BOARD ITEM REGARDING
DOG PARK LEASE WITH
SAN LUIS OBISPO COUNTY**



March 29, 2018

TO: Parks and Recreation Advisory Committee
FROM: Renee Osborne, General Manager
SUBJECT: Item 5 - Los Osos Community Dog Park Lease with County

President
Vicki L. Milledge

Vice President
Marshall E. Ochylski

Directors
Charles L. Cesena
Louis G. Tornatzky
Vacant

General Manager
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DISCUSSION

Attached is the approved Parks Lease by the LOCSD Board of Directors. The Board approved the previously requested changes by this committee. If there are no other changes requested by the committee, this will be submitted to the County Board of Supervisors for their final approval.

Once approved by the Board of Supervisors, the next steps towards the Dog Park would be the change to the Los Osos Community Plan, which the County will be making. The District will not need to make that request per County Parks.

FINANCIAL IMPACT

No financial impact at this time.

LEASE AGREEMENT

This Lease Agreement is entered into between the County of San Luis Obispo, a political subdivision of the State of California (County) and Los Osos Community Services District (Lessee/LOCSO).

RECITALS

WHEREAS, the County is owner and operator of approximately 7.70 acres of real property described as APN 074-229-027, located at 2180 Palisades Avenue in the unincorporated area of Los Osos, County of San Luis Obispo, known as the Los Osos Community Park (the Premises), as shown on Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, Lessee is a public agency that provides a range of services to the community of Los Osos including parks and recreation; and

WHEREAS, Lessee desires to establish off-leash canine-related recreation for the general public by developing, operating and maintaining a community dog park (Dog Park) at the Premises; and

WHEREAS, Lessee desires to develop and construct the Dog Park on a portion of the Premises consisting of approximately 1.5 acres north of the existing tennis courts (the Project) as shown on Exhibit "B" attached hereto and incorporated herein by reference; and

WHEREAS, County has deemed the location to be suitable to establish a Dog Park; and

WHEREAS, Lessee will develop and construct a Dog Park in accordance with Lessee's development plan and will obtain and pay for all required regulatory permits and entitlements to construct, maintain, and operate the Dog Park, as defined in Paragraph 10 below, and for no other use; and

WHEREAS, the County will not be obligated to contribute toward the development, construction, operation, or maintenance of the Dog Park; and

WHEREAS, the County recognizes the public benefit associated with the development of a Dog Park; and

WHEREAS, a County may manage, sell, lease or otherwise dispose of its property as the interests of its inhabitants require (Government Code section 23004(d)).

NOW, THEREFORE, in reliance on the foregoing and in consideration of the mutual covenants, agreements and conditions set forth herein, the County and Lessee hereto agree as follows:

1. **Grant and Description of Premises:** County, for and in consideration of the promises contained herein, grants to Lessee the nonexclusive right and privilege to lease and to occupy a portion of the Premises consisting of approximately 1.5 acres for a Dog Park (Exhibit "B").
2. **Use of the Premises:** The 1.5 acre portion of the Premises shall be used for the primary purpose of establishing, developing, maintaining and operating a Dog Park, and for no other use.

3. **Condition of the Premises:** The taking of the portion of the Premises by Lessee shall, in itself, constitute acknowledgment that the portion of the Premises for the Dog Park is in good and tenable condition. Lessee agrees to accept the portion of the Premises for the Dog Park in its existing condition, "as is," with no repairs, warranties or reports provided by the County. County shall not be obligated to make any alterations, additions or betterment thereto.

4. **Lease Term:** The Initial Term of this Lease Agreement shall be for a period of ten (10) years, unless earlier terminated pursuant to the provisions of this Lease Agreement and shall commence upon full execution of the Lease Agreement, with the County being the last party to sign (the Commencement Date). Notwithstanding the foregoing, Lessee's obligations under this Lease Agreement shall not begin until after the Habitat Conservation Plan governing the premises has been updated to allow the project.

Commented [JD1]: A ten year term is generous under these circumstances, Counties often want to have a lease expire in a much shorter time frame.

5. **Mutual Option to Extend:** Within thirty (30) days prior to the expiration date of the Initial Term of the Lease Agreement, and with the mutual written consent of the Parks Director, or Director's designee (Director) and Lessee, Lessee may notify the County, in writing, of its desire to extend the term of the Lease Agreement for an additional ten (10) year period (Extended Term). The right of Lessee to negotiate with County any extension of this Lease Agreement pursuant to this paragraph is subject to the satisfaction of the following conditions precedent:

Commented [JD2]: This is also a fair provision to include even though as a mutual option this means that the County retains the right to refuse to extend the lease

a. The Lease Agreement shall be in effect and Lessee shall not be in default at the time written notice is given and on the last day of the expiring Initial Term of the Lease Agreement;

b. Lessee shall not have incurred nor received more than one written notice of default under the Lease Agreement during the then current Lease Term;

c. All parties must accept the terms and conditions of the Extended Term in writing prior to any effective extension.

If the term of this Lease Agreement is not extended as provided in this Paragraph, this Lease Agreement and Lessee's right of possession shall terminate at the end of the Initial Term.

6. **Holding Over:** In the event that Lessee shall hold over after expiration of the Initial Term or any extension or renewal thereof, with the consent, express or implied, of County, such holding over shall be deemed merely a tenancy from month-to-month on the terms, covenants, and conditions, so far as applicable, and subject to the same exceptions and reservations, as herein contained, until such tenancy is extended or terminated in a manner prescribed by law.

7. **Surrender:** Except for modifications to be retained for the benefit of County as determined at the time of termination of this Lease Agreement, Lessee shall surrender the Dog Park unto County on the last day of the Initial Term, or any Extended Term, or sooner termination of this Lease Agreement in the same condition as when received, reasonable use and wear excepted.

8. **Rental:** In lieu of monetary rent, consideration shall be Lessee's satisfactory performance of the construction, operation and maintenance of the Dog Park to County's standards, or

better, in lieu of County's obligation to do the same and is deemed to be adequate compensation for this Lease Agreement.

9. **Consideration:** As consideration for the use and occupancy of a portion of the Premises, Lessee shall establish, develop, maintain and operate the Dog Park and make the Dog Park available to the general public for off-leash canine-related recreation. The County shall not be obligated to contribute toward the development, maintenance or operations of the Dog Park.

10. **Obligation to Construct & Operate Improvements:** As partial consideration for the County entering into this Lease Agreement, Lessee hereby agrees to construct the Project, at its sole cost, as described in this Paragraph. The Project shall be defined as including Lessee's installation of fencing enclosing the entire Dog Park not less than five feet in height, cross-fencing for separate "big dog" and "small dog" play areas, gates, signage, water stations, dog bag dispensers, waste receptacles, park benches and other similar improvements consistent with a dog park and will install drought-resistant landscaping, as approved in advance by the Director (collectively, the "Project" or "Improvements").

a. Lessee shall construct, operate and maintain the Dog Park at all times in compliance with all laws including, but not limited to, federal and state Constitutions, federal and state statutes, implementing regulations, local ordinances and agency rulings whether or not these laws are enacted or promulgated as urgency measures under police powers or for health and safety reasons whether currently existing, amended or new enactments. Lessee expressly agrees at all times during the term of this Lease (including any extensions), at its own cost and expense, to maintain, repair and operate the Dog Park and areas adjacent, in a clean, safe, wholesome and sanitary condition, free of trash, garbage or obstruction of any kind, and in compliance with any and all present and future laws, rules or regulations of any governmental authority, now or at any time during the term of this Lease Agreement in force, relating to sanitation or public health, safety or welfare.

b. Lessee shall be solely responsible for providing all services, equipment, supplies, and personnel for the administration, staffing, operation and maintenance of Lessee's operation at the Dog Park. Lessee shall comply with all labor laws and tax laws.

b.c. Lessee's obligations as described above shall commence upon approval of the Habitat Conservation Plan and upon approval of the actual project by Lessee and by the County as contemplated in paragraph 12 below. County's sole remedy for failure to construct the improvements shall be termination of the Lease Agreement.

11. **Ownership of Improvements:** Title to the Improvements, as described in Paragraph 5, at the Dog Park at the Commencement Date is retained by the County. This Lease Agreement is subject to any rights of ownership in the improvements. The ownership of all Improvements, and any and all additional alterations, additions and approved improvements constructed by Lessee, if any, shall remain in Lessee until expiration, or sooner termination, of the Initial Term, including any Extended Terms, of this Lease Agreement.

Commented [JD3]: This is also a common and a fair provision to include

Upon termination of this Lease Agreement, all alterations, additions and improvements made in, to or at the Dog Park shall, without compensation to Lessee, become County property free and clear of all claims to or against them by Lessee or any third person, and Lessee shall defend and indemnify the County against all liability and loss arising from such claims or from the County's exercise of the rights conferred by this paragraph. Such improvements shall remain upon and be surrendered as a part of the Premises; provided however, upon County's request, Lessee shall remove those additions, alterations, signs or improvements as may be specified by County, and repair and restore the Premises to a condition satisfactory to the County at Lessee's sole cost and expense prior to expiration of the term. Should Lessee fail to remove or dispose of Lessee's property as herein provided, County may, at its election, consider such property abandoned or may dispose of same at Lessee's expense, and Lessee shall reimburse County for said expense on demand. Also, at the expiration or earlier termination of this Lease, Lessee shall quit and surrender the Premises including real property improvements in a good state of repair, damage by matters over which Lessee has no control excepted, provided that such exculpatory provisions shall not extend to any risk which Lessee is required to insure against as provided herein.

12. **Capital Improvements:** Any and all improvements, including the Improvements specified in paragraph 5 above, whether major or minor, to be undertaken hereunder shall be administered as follows:

a. Lessee agrees to submit to the Director for review and approval, all plans including specifications, working drawings, and other information required by the Director, covering the improvement or proposed project. Said plans shall be submitted to the Director for the Director's approval at least fourteen (14) days in advance of submittal to the County and/or any other regulatory agency having jurisdiction over the Project. Additionally, if any of the Improvements require a licensed contractor, Lessee shall submit verification of the appropriate California licensure, registration with the Department of Industrial Relations, and verification of sufficient insurance and bonding of the licensed contractor. If the Director objects to all or any portion of the proposed plans, the Director, shall state the objections specifically, and Lessee shall make the changes specified and resubmit the plans as revised for the Director's approval as herein provided. No improvement or alteration shall be made at the Dog Park or any portion thereof without the submission to and prior written approval of the plans by Director. Approval and authorization by the Director shall not be unreasonably withheld. Nothing contained herein shall be construed by Lessee to be a waiver by the Director of Lessee's need to acquire building and construction permits including, but not limited to, required permits from the County, the County Environmental Health Department, and other applicable licenses or approvals through governmental processes. The approval of any plans by the Director shall constitute an action of the County in its proprietary capacity only and shall in no way excuse Lessee from complying with any laws, rules, regulations, and ordinances regarding the development and use of the Dog Park. Further, no approval by the Director shall limit the exercise of discretion in the review process by any County officer, board, or commission, or the County Board of Supervisors.

b. Upon issuance of a building permit from the County, Lessee shall deliver to Director the Final Construction Drawings approved by the County.

c. Upon completion of construction of the Improvements and issuance of a Notice of Completion from the County, Lessee shall deliver to Director the Final As-Built Plans approved by the County.

d. Director shall have the right to perform a final inspection of the Improvements and any future renovations or improvements. If the Director determines the Improvements are in compliance with the aforementioned terms and conditions, the Director shall issue a written statement of compliance acknowledging completion of the Project consistent with the terms of this Lease Agreement. Nothing herein shall be construed to be a waiver by the Director of Lessee's need to obtain final inspections and approvals from other required entities. Lessee shall protect that portion of the Premises from any lien or charges whatsoever, by reason of said capital improvements. Any improvements constructed exclusively on behalf of the County of San Luis Obispo, and in excess of \$1,000, shall comply with current prevailing wage laws. Lessee shall be solely liable for said compliance and shall defend and indemnify County against any claim to the contrary. In the event legal action is required to enforce performance, Lessee will pay to County its reasonable attorney's fees and costs as determined by the court.

13. **Management:** Lessee shall manage and enforce all rules and regulations imposed on the Dog Park in a reasonable manner in order to serve the best interests of the general public and the County.

Commented [JD4]: This means we can indeed adopt our own rules for conduct of people using the park as long as not inconsistent with laws recited in previous paragraph

14. **Maintenance:** Lessee, at Lessee's sole cost and expense, shall maintain and keep the Dog Park and every portion thereof in a good state of repair during the Lease Term and shall not, at any time, commit or suffer to be committed any waste, nuisance, or unlawful act thereon. County shall have the right to enter and inspect the Dog Park at any reasonable time to protect the health, safety and welfare of individuals using the Dog Park. Lessee shall promptly repair or correct any problem identified in writing by the Director. Should Lessee fail or neglect to make such repairs as necessary to protect the health, safety or welfare of individuals using the Dog Park, and/or protect the financial value or worth of facilities and improvements at the Dog Park, Director may, after thirty (30) day written notice to Lessee, make said repairs and charge Lessee for same and Lessee shall reimburse County for said costs upon demand.

15. **Janitorial:** Lessee shall be solely responsible for complete janitorial services and the furnishing of janitorial supplies to the Dog Park. Lessee shall provide dog waste disposal bags and waste receptacles. Lessee shall remove waste and refuse left behind by dogs, owners or responsible persons and will sweep, rake and clean of the Dog Park.

16. **Weed Abatement:** At least once per year, but as often as necessary, Lessee shall remove all weeds in and around the Dog Park.

17. **Signage:** Lessee, at its sole cost and expense, subject to prior written approval by Director, will post and maintain Dog Park Rules signage for public display in both English and Spanish at the entrance to the Dog Park. Lessee may place other signs as it deems necessary or is required by law. Signs shall conform to any and all sign ordinances of the County. County makes no representation with respect to Lessee's ability to obtain such approval.

18. **Law Enforcement Authority:** Law enforcement authority and animal control authority may enforce laws under their jurisdiction that apply to dog parks, which shall include the authority to remove and impound dangerous dogs, restrain and impound dogs biting individuals or other dogs for rabies inspections, arrest individuals for violations occurring in the Dog Park, and all other aspects of their authority that may be exercised in the area of the Dog Park.

19. **Insurance:** At Lessee's expense, Lessee shall maintain insurance policies through the Special District Risks Management for the lease period and any extended lease period. A copy of a certificate of coverage is attached to this Lease Agreement as Exhibit "D." If there are any changes in coverage Lessee shall immediately notify the County.

19.

20. **Certification of Coverage:** Within fifteen (15) calendar days of the first day of the Commencement Date of this Lease Agreement, Lessee shall furnish County with the following for each insurance policy required to be maintained by this Lease Agreement, and annually thereafter:

(1) A copy of the Certificate of Insurance shall be provided. The certificate of insurance must include a certification that the policy will not be canceled or reduced in coverage or changed in any other material aspect without thirty (30) days prior written notice to the County.

(2) A Workers' Compensation certificate of insurance must be provided.

(3) Upon written request by the County, the Lessee shall provide a copy of the complete insurance policy.

(4) Approval of Insurance by County shall not relieve or decrease the extent to which the Lessee may be held responsible for payment of damages resulting from Lessee's services or operations pursuant to this Lease Agreement. Further, County's act of acceptance of an insurance policy does not waive or relieve Lessee's obligations to provide the insurance coverage required by the specific written provisions of this Lease Agreement.

A. **Effect of Failure or Refusal:** If Lessee fails or refuses to procure or maintain the insurance required by this Lease Agreement, or fails or refuses to furnish County with the certifications required by ~~Subparagraph C~~ above, County shall have the right, at its option, to forthwith terminate the Lease Agreement for cause.

21. **Indemnification:** To the fullest extent permitted by law, Lessee shall indemnify, defend, and hold harmless the County and its officers, agents, employees, and volunteers from and against all

Commented [JD5]: This is a paragraph that will need some discussion. We have a combination of self insurance, pooled insurance, and normal excess coverage through the SDRMA. I will recommend some changes to this to reflect the coverage we actually have, but this is a common situation to face and I expect the County to help us find mutually acceptable language

Commented [JD6]: I removed the county insurance language and have inserted this

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Commented [JD7]: I believe we should ask that the County agree to indemnify the District for all of the Counties activities as well

claims, demands, damages, liabilities, loss, costs, and expense (including attorney's fees and costs of litigation) of every nature arising out of or in connection with Lessee's performance or attempted performance of any obligation or duty provided for or relating to this Lease Agreement and/or the Premises, except such loss or damage which was caused by sole negligence or willful misconduct of the County. It is the intent of the parties to provide the County the fullest indemnification, defense, and hold harmless rights allowed under the law. If any word(s) continued herein are deemed by a court to be in contravention of applicable law, said word(s) shall be severed from this Lease Agreement and the remaining language shall be given full force and effect.

22. Indemnification By County: To the fullest extent permitted by law, County shall indemnify, defend, and hold harmless Lessee and its officers, agents, employees, and volunteers from and against all claims, demands, damages, liabilities, loss, costs, and expense (including attorney's fees and costs of litigation) of every nature arising out of or in connection with County's performance or attempted performance of any obligation or duty provided for or relating to this Lease Agreement and/or the Premises, except such loss or damage which was caused by sole negligence or willful misconduct of Lessee. It is the intent of the parties to provide Lessee the fullest indemnification, defense, and hold harmless rights allowed under the law. If any word(s) continued herein are deemed by a court to be in contravention of applicable law, said word(s) shall be severed from this Lease Agreement and the remaining language shall be given full force and effect.

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Commented [JD8]: I believe we should ask that the County agree to indemnify the District for all of the Counties activities as well

24.

22.23. Employees of Lessee: All employees, agents, assignees, volunteers and sub-lessees of Lessee will be appropriately licensed when required by law. All such employees, agents, assignees, and volunteers will be employees, agents, assignees, or volunteers of Lessee only and will not in any instance be, or be construed to be, employees, agents, assignees, or volunteers of the County.

23.24. Illegal Harassment Warranty: Lessee has a duty and obligation to fully train its employees and volunteers regarding behavior prohibited by law that constitutes any illegal harassment, including but not limited to, discriminatory harassment, sexual harassment and gender harassment.

24.25. Responsibility for Compliance: Lessee shall at all times observe and comply with, and shall cause all its employees, agents, assignees and volunteers to observe and comply with all present and future laws, statutes, ordinances, regulations, rules, resolutions, or other binding enactments of any governmental authority, now or at any time during the term of this Lease and any extensions thereof. If any future laws, rules, regulations, or ordinances are passed by the County and said legislative enactment has any impact fiscal or otherwise on Lessee, and if Lessee does not make a timely objection to County during course of legislative process, Lessee will be deemed to have waived any right to object at a later time and waives al damages flowing therefrom. Lessee shall and does hereby assume responsibility for payment of any and all licenses applicable to Lessee's operation on the Premises.

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25-26. Non-Discrimination: Lessee shall not discriminate against any person or class of persons in violation of the Civil Rights Act of 1964 as amended or any other applicable laws prohibiting discrimination in the use of the Premises.

26-27. Americans With Disabilities Act: Lessee shall be responsible for alterations to the Premises which are necessary to comply with the Americans With Disabilities Act of 1990, 42 U.S.C. sect. 12101 et seq., as currently enacted and in accordance with applicable laws.

27-28. Smoking: Lessee shall comply with and observe any and all applicable statutes, ordinances, rules and regulations, including, those of the federal, state, municipal, County or other public authority regulating smoking on County properties, including those statutes, ordinances, rules and regulations applying to buildings or structures owned, leased or otherwise operated by the County of San Luis Obispo to conduct County business.

28-29. Utilities: Utility services may be extended from existing resources and all utility services shall be separately metered. Said separate meters and utility services shall be extended for Lessee's use and installed by Lessee at Lessee's sole cost and expense. Lessee shall pay during the term of this Lease Agreement and any extensions or renewals, all charges for utility services used on the Premises, which shall include but may not be limited to water, sewer, trash, electric, gas, internet and telephone.

29-30. Utility Conservation: Lessee will not waste electricity or water and agrees to cooperate fully with the County to ensure use of the most effective and economical use of utility services provided to the Premises.

30-31. Public Records: Any and all written information submitted to and/or obtained by County from Lessee or any other person or entity having to do with or related to this Lease Agreement and/or the Premises, either pursuant to this Lease Agreement or otherwise, at the option of County, may be treated as a public record open to inspection by the public pursuant to the California Records Act (Government Code Section 6250 et seq.), as now in force or hereafter amended, or any Act in substitution thereof, or otherwise made available to the public and Lessee hereby waives, for itself, its agents, employees, subtenants, and any person claiming by, through or under Lessee, any right or claim that any such information is not public record or that the same is trade secret or confidential information and hereby agrees to indemnify

31-32. Lessee's Personal Property: Title to all personal property, moveable furniture, and movable equipment provided by Lessee will remain in Lessee. Furniture and equipment affixed to the real property in any way will be considered a capital improvement and will be subject to the terms of Paragraph 7 above. Upon the removal of personal property by Lessee, whether such removal is upon termination of this Lease Agreement or at any time prior thereto, Lessee will repair all damage to the Premises caused by the addition or removal of such property. County will not be obligated to repair, restore, refurbish, or otherwise incur any expense regarding personal property of Lessee. If Lessee elects to attach personal property to the Premises that Lessee does not wish to be considered a capital

improvement, a written request to exclude this personal property from capital improvements will be submitted to Director for written approval prior to installation of the personal property.

32.33. Equipment and Fixtures: County shall not be obligated to repair, restore, refurbish, or otherwise incur any expense in improving and/or changing the condition of the equipment, fixtures, furnishings, inventory, or other personal property of Lessee.

33.34. County's Personal Property: County shall retain title to all County's personal property at the Premises and Lessee will maintain said personal property during the term of this Lease Agreement. Any improvements hereafter added by County, at County's expense, will remain the personal property of County.

34.35. Title: Lessee hereby acknowledges that fee title to the Premises is vested in the County and hereby covenants and agrees never to challenge, contest or resist said title. Lessee may not acquire any right to the Premises by adverse possession or otherwise.

35.36. Taxes: As a qualified local government agency, the County Assessor's Office has determined that Lessee shall not be liable for possessory interest taxes or personal property taxes.

36.37. Notices: Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent by certified or registered mail as follows:

To Lessee at: Los Osos Community Services District
Attn:
2122 9th Street
Los Osos, AC 93402

To the County at: County of San Luis Obispo
Attn: Phil D'Acri, Real Property Manager
Central Services Department
1087 Santa Rosa Street
San Luis Obispo, CA 93408

County of San Luis Obispo
Attn: Nick Franco, Parks Director
1144 Monterey Street
San Luis Obispo, CA 93401

The address to which the notices may be mailed as aforesaid by either party may be changed by written notice given by such party to the other as herein before provided, but nothing herein contained shall preclude the giving of any such notice by personal service.

37.38. Termination and Breach: If any of the following occur, the Director shall have the right to terminate this Lease Agreement effective immediately for cause upon giving written notice to Lessee:

- a. Lessee fails to perform its duties to the satisfaction of the Director including the accumulation of multiple less-significant instances of failure to perform in accordance with this Lease Agreement; or
- b. Lessee fails to fulfill in a timely and professional manner its legal and contractual obligations under this Lease Agreement.

At the discretion of the Director, Lessee may be allowed ten (10) days after receiving written notice to correct any breach hereunder. Failure to correct the breach will result in immediate possession of the Premises. The exercise of the remedies provided for in this section shall be cumulative and in no way affect or replace other remedies available to the County.

38.39. Waiver of Claim: Lessee hereby unconditionally waives any claim against the County, its officers, agents or employees for damage or loss caused by any suit during the term of this Lease Agreement or in the future. Any action, proceeding or claim, directly or indirectly, attacking the validity of this Lease Agreement, or any part thereof, shall be the sole responsibility and liability of Lessee.

39.40. Limitation of Actions: Lessee shall have no other legal or equitable rights, entitlements or interests other than those expressly stated in this Lease Agreement. This will apply regardless of any information exchanged or representations made by County staff or others during negotiations, prior to execution, or after execution. No representation by County staff shall be binding unless said provision is in writing and signed by the Board of Supervisors prior to the effective date.

40.41. Eminent Domain: If the whole of the Premises shall be taken or condemned by any competent authority under power of eminent domain for a public or quasi-public use or purpose, then the leasehold estate hereby created shall cease and terminate as of the date actual physical possession of the Premises is taken by the condemnor. All compensation and damages awarded for such total taking shall belong to and be the sole property of Lessee, provided, however, that County shall be entitled to receive any award for the taking of or damage to County equipment, fixtures, or any improvements made by County to the Premises which County would have had, but for the condemnation, the right to remove on expiration or sooner termination of the Lease.

In the event that there shall be partial taking of the Premises during the Lease term under the power of eminent domain, this Lease shall terminate as to that the portion of the Premises so taken on the date when actual physical possession of said portion is taken by the condemnor, but this Lease shall at County's option, continue in force and effect. The compensation and damages for such partial taking shall belong to and be sole property of Lessee, provided, however, that County shall be entitled to receive any award made by County to the Premises which County would have had, but for the condemnation, the right to remove on expiration or sooner termination of this Lease and, in the event that this Lease is continued as to that portion of that Premises not condemned, any award made for alterations, modifications or repairs which may be reasonably required in order to place the remaining portion of the Premises not taken in a suitable condition shall belong to County.

41.42. Destruction of Premises: Should any matter or condition beyond the control of the parties hereto, such as war, public emergency, or calamity, fire, earthquake, flood, act of God, strike, or any other labor disturbance prevent performance of this Lease in accordance with the rights and privileges granted herein, this Lease shall immediately be terminated and the County shall be under no obligation to Lessee by reason of said matter or condition. Should any aforementioned matter or condition create eligibility for Federal, State or any other governmental jurisdictional relief assistance and/or aid, both parties agree to take all reasonable steps necessary to procure such assistance and/or aid, in their respective capacities at the time of such application.

42.43. Hazardous Waste: Lessee shall at all times and in all respects comply with all federal, state and local laws, ordinances and regulations (Hazardous Materials Laws) relating to industrial hygiene, environmental protection, or the use, analysis, generation, manufacture, storage, disposal or transportation of any oil, fuels, gasoline, flammable explosives, asbestos, UREA formaldehyde, radioactive materials or waste, or other hazardous, toxic, contaminated or polluting materials, substances or wastes, including, without limitation, any "hazardous substances," "Hazardous wastes," "hazardous materials" or "TOXIC SUBSTANCES" under such laws, ordinance or regulations (collectively Hazardous Materials). SLORTA shall, except in the event of County's sole negligence, indemnify, defend, protect and hold County, each of County's offices, directors, employees, agents, attorneys, successors and assigns, free and harmless from and against any and all claims, liabilities, penalties, forfeitures, losses or

expenses or death of or injury to any person or damage to any property whatsoever, arising from or caused in whole or in part, directly or indirectly by: (a) the presence in, on, under or about the Premises or discharge in or from the Premises of any Hazardous Materials or Lessee's use, analysis, storage, transportation, disposal, release, threatened release, discharge or generation of Hazardous Materials, to, in, on, under, or about or from the Premises, or (b) Lessee's failure to comply with any Hazardous Materials law. Lessee's or County's obligations hereunder shall include, without limitation, and whether foreseeable or unforeseeable, all costs of any required or necessary repair, clean-up, or detoxification or decontamination of the Premises, and the preparation and implementation of any closure, remedial action or other required plans in connection therewith caused by Lessee and County and shall survive the expiration or earlier termination of the term of this Lease. For purposes of the release and indemnity provisions hereof, any acts or omissions of County, or by employees, agents, assignees, lessors, or sublessors of County or others acting for or on behalf of County (whether or not they are negligent, intentional, willful or unlawful) shall be strictly attributable to County.

43.44. Storm Water Management: Lessee shall adhere to the requirements of the permit issued to the County of San Luis Obispo by the Regional Water Quality Control Board (RWQCB) that governs stormwater and non-stormwater discharges. Activities performed on the Premises shall conform to the permit, and Lessee shall adhere to Best Management Practices (BMPs) or to future BMPs required by the RWQCB. Lessee shall allow County to inspect the Premises to verify compliance with BMPs and will cooperate with County to fulfill the reporting requirements of the RWQCB.

44.45. Severability: The invalidity of any provision of this Lease Agreement shall not affect the validity, enforceability of any other provisions of this Lease Agreement.

45.46. Law: This Lease Agreement has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Lease shall be determined and governed by the laws of the State of California.

46.47. Venue: San Luis Obispo County shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Lease Agreement.

47.48. Authority to Lease: Any individual executing this Lease on behalf of Lessee represents and warrants that he/she is duly authorized to execute and deliver this Lease Agreement on behalf of the Lessee, and that this Lease Agreement is binding upon Lessee in accordance with its terms.

48.49. Waiver of Lease Terms: No waiver by either party at any time of any of the terms, conditions or covenants of this Lease shall be deemed as a waiver at any time thereafter of that same or of any other terms, condition or covenant herein contained, nor of the strict and prompt performance thereof. No delay, failure or omission of County to re-enter the Premises or to exercise any right, power or privilege or option arising from any default, nor any subsequent acceptance of rent than or thereafter accrued shall impair any such right, power or privilege or option or be construed as a waiver of such default or a relinquishment of any right or acquiescence therein. No notice to Lessee shall be required to restore or revive after the waiver by County of any default. No option, right, power, remedy or privilege of

County shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options and remedies given to County by this Lease shall be deemed cumulative.

49.50. Assignment of Lease: Lessee will not assign, transfer, or delegate this Lease or any interest therein without the prior written consent of Director and any such assignment, transfer, or delegation without the Director's written approval will be considered null and void. Notwithstanding the inability to assign this Lease, Lessee is free to engage volunteers, and non profit organizations to perform all obligations of the Lessee under this Lease Agreement, with Lessee being ultimately accountable to the County for the performance of all obligations.

County may at its option, sell, assign, transfer to or delegate the Premises to another governmental agency provided that such sale, assignment, transfer, or delegation will not terminate this Lease Agreement.

50.51. Entire Agreement and Modifications: This Lease Agreement, (its recitals which the parties agree are true and correct), and the attached Exhibits herein made a part of this Agreement by reference, embodies the whole Lease Agreement between the parties hereto as it pertains to the subject real property and there are no promised terms, conditions, or obligations referring to the subject matter hereof, other than as contained herein. Any alterations, changes or modifications to this Lease must be in writing and executed by both Lessee and County.

//////////NOTHING FURTHER EXCEPT SIGNATURES AND EXHIBITS//////////

IN WITNESS WHEREOF, the parties hereto have executed this Lease this _____ day of _____, 2017.

COUNTY OF SAN LUIS OBISPO

LOS OSOS COMMUNITY SERVICES DISTRICT

By: _____
Chairperson of the Board of Supervisors

By: _____

Date: _____

APPROVED BY THE BOARD OF SUPERVISORS

This _____ day of _____, 2017

ATTEST:

Clerk of the Board of Supervisors

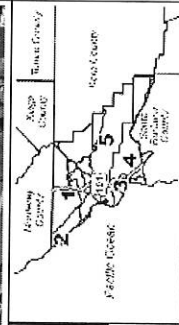
APPROVED AS TO FORM AND LEGAL EFFECT:

RITA L. NEAL
County Counsel

By: _____
Deputy County Counsel

Date: _____

EXHIBIT "A"



LOCATION MAP

LOS OSOS COMMUNITY PARK - EXHIBIT "A"

COUNTY OF SAN LUIS OBISPO - DEPARTMENT OF CENTRAL SERVICES - REAL PROPERTY SERVICES

1: 2,400



Created by: Shauna Heinz, Associate Real Property Agent
 Printed: 6/21/2017



EXHIBIT "B"

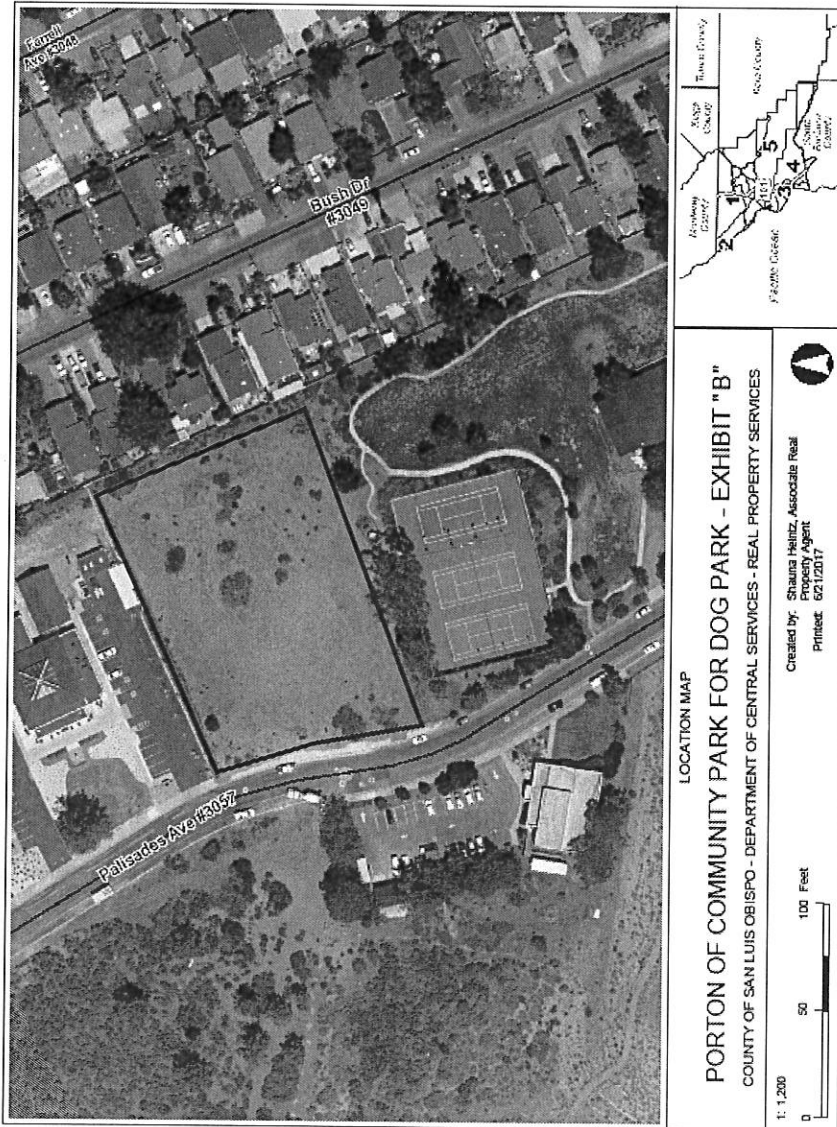


EXHIBIT "C"
DOG PARK RULES

Please follow the rules to allow everyone to enjoy the Dog Park.

- Users are responsible for reading the Dog Park Rules before entering the premises
- The Dog Park is open 7 days a week, from 7:30 a.m. to sunset
- Users assume all liability and risk related to use
- Users are responsible for their dog's behavior
- No aggressive dogs
- No dogs in heat
- Male dogs over 6 months must be neutered
- Dogs may not be left unattended
- Dogs must be licensed and vaccinated
- Clean up after your dog
- Small children must be attended at all times
- All county ordinances apply – No smoking in SLO County Parks
- LOCSD and/or County reserves the right to request any user of the Dog Park to leave the Park immediately at staff's discretion.

LAW ENFORCEMENT/CONTACT INFORMATION

Law Enforcement:

Los Osos Community Services District:

County of San Luis Obispo: