

DRAFT

MEMORANDUM OF UNDERSTANDING BETWEEN CROCKETT COMMUNITY SERVICES DISTRICT AND THE CROCKETT DOG PARK COMMITTEE

WHEREAS, the Crockett Dog Park Committee has developed a design for a dog park in Crockett to be built on state property known locally as the Crockett “bridgehead;” and

WHEREAS, in District Resolution No. 18/18-09 the Crockett Community Services District (“CCSD”) has acknowledged that a centrally located dog park would provide a place for outdoor recreational opportunities during all seasons and that such an asset would promote a sense of community for dog owners. Further, the resolution stated that such a recreational amenity would attract more people to use the bridgehead area; and

WHEREAS, the CCSD has agreed to serve as the local government sponsor for the dog park and has assisted in negotiations for new Encroachment Permit No. 04-23-N-AS-1161 issued by the California Department of Transportation (“Caltrans”); and

WHEREAS, the dog park construction plans have been thoroughly vetted and approved by Caltrans; and

WHEREAS, a new Marler-Johnson lease dated March 17, 2023 has been signed and issued by Caltrans for a charge of \$1 per month for ten years, to be paid by the Crockett Dog Park Committee, after which time the lease would be renewed by Caltrans; and

WHEREAS, the CCSD has also signed this lease as the local government sponsor for the dog park; and

WHEREAS, the CCSD has further agreed to serve as the fiscal sponsor for a Crockett Community Foundation (“CCF”) grant for the purchase of construction materials such as: fencing, gates, an ADA-compliant pathway, a watering station, a concrete pad, signage, dog waste bag dispensers, trash cans, benches, and tables; and

WHEREAS, the CCF, pursuant to its Grant Agreement dated 10/6/2023 has granted to the CCSD the amount of \$47,290.16 for construction costs listed above. The grant agreement has been signed by both the CCSD and the Dog Park Committee.

NOW, THEREFORE, the CCSD and the Dog Park Committee (collectively “parties”) hereby agree as follows:

- A. The full amount of the CCF grant for construction materials shall now be transferred to the Dog Park Committee.
- B. The Dog Park Committee understands that the dog park project will not be supervised by the CCSD and that it will be charged by the CCSD for all project-

related costs incurred by the CCSD as fiscal sponsor for this grant, including all staff time with applicable overhead costs unless otherwise stipulated in this Memorandum of Understanding (“MOU”).

- C. Following the transfer of funds and throughout this project, the Dog Park Committee shall adhere to the accounting and record-keeping procedures required by the grant agreement referenced above.
- D. Upon project completion, the Dog Park Committee shall draft the final report required by the grant agreement and shall submit this draft to the CCSD along with all project records (receipts, time sheets, records of donated materials and equipment, etc.) required by the grant agreement to substantiate the authorized use of grant funds and the required amount of sweat equity and outside funding. The CCSD shall ensure the adequacy of this report before submitting it to the CCF as the final grant report.
- E. Following the construction of the dog park, the CCSD shall serve as the fiduciary sponsor for liability insurance (Waiver of Subrogation) between the Dog Park and Caltrans where the insurance will be paid through outside grants and corporate donations. If the liability insurance is not paid, Caltrans has the right to terminate the lease.
- F. Following the construction of the dog park, the CCSD shall pay the costs of utilities (water) and shall assume responsibility for frequent dog waste disposal.
- G. The Dog Park Committee shall be responsible for operating the dog park in a safe manner and shall install signage appropriate to protect public safety within the dog park.
- H. The Dog Park Committee shall be responsible for daily maintenance of the dog park and for repairs necessary for public safety within the dog park.
- I. The Dog Park Committee understands that it shall meet the responsibilities and perform the duties listed herein on a volunteer basis and not as employees of the CCSD.
- J. Notwithstanding the willingness of the Dog Park Committee volunteers to perform those duties listed in this MOU, to the extent the Dog Park Committee can no longer perform maintenance duties listed herein, for the protection of public health and safety the CCSD may assume those duties after giving the Dog Park Committee five (5) days’ notice.
- K. The initial term of this MOU is five (5) years beginning on _____, after which this MOU will automatically renew for successive one (1) year terms unless either party gives notice to the other within thirty (30) days of the end of the initial term or the end of any subsequent renewal period.

- L. In the event that the Dog Park Committee should cease to exist as a responsible entity, the CCSD shall, at its sole discretion, retain the right to close the dog park to public use or remove it.
- M. In the event that Caltrans should at any time order in writing that the dog park be altered or removed from state land, the CCSD shall be obligated to act as so ordered.
- N. In the event of expiration or termination by Caltrans of the underlying lease agreement, this MOU shall automatically terminate as of the date of such notification by Caltrans.

Crockett Community Service District:

Crockett Dog Park Committee:

By: Nicholas Spinner, Board President

By:

Name of Committee Representative

Date

Date