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 OFFICE OF THE CITY CLERK  
 OAKLAND

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AGREEMENT BETWEEN THE  
 2010 JAN 21 PM 4:47 CITY OF OAKLAND  
 OFFICE OF PARKS AND RECREATION AND PUBLIC WORKS AGENCY  
 AND  
 GROVE SHAFTER DOG OWNERS GROUP

The City of Oakland, Office of Parks and Recreation (“OPR”) and the Public Works Agency (“PWA”), also referred to herein collectively as (“City”), and Grove Shafter Dog Owners Group, (“GS Dog Group”), enter into this Agreement on \_\_\_\_\_.

**A. PURPOSE OF AGREEMENT**

This Agreement establishes responsibilities and operating standards for the enclosed off-leash dog play area in Grove Shafter Park (“Park”). GS Dog Group is responsible for the clean up after dogs and will ensure that patrons parking their cars or otherwise using the dog play area for permitted uses will not encounter a negative experience attributable to dog feces or other trash from the dog play area.

After one year of operation, the Parks and Recreation Advisory Commission (PRAC) and OPR will meet with GS Dog Group to review the Dog Play Area to determine whether revisions of the Agreement are required regarding operation and maintenance of the dog play area. The Parties expect that any issues arising from shared use of the space will be resolved quickly.

**B. TERM**

The term of this Agreement shall be for a period of one year.

**C. DESCRIPTION OF PROGRAM**

1. OPR is the custodial agency for the Grove Shafter dog play area. Dog owners/handlers (“guardians”) are responsible for removing dog waste, litter and debris from the ground and placing the waste in trash receptacles located in the dog play area. GS Dog Group will be responsible for daily monitoring to insure that the dog play area meets cleanliness standards at all times, as outlined in this Agreement.
2. The creation of the off-leash dog play area was authorized by City Council on \_\_\_\_\_ under Resolution \_\_\_\_\_ which amends the Oakland Municipal Code (“OMC”) Section 6.04.080 to include Grove Shafter Park as an approved off-leash dog play area.
3. The dog play area shall consist of one area, divided by fences into two sections to accommodate large and small dogs respectively.
4. The Parties acknowledge that OPR and PWA support the dog play area in concept, OPR and PWA are not responsible for the daily maintenance and removal of waste or debris from the dog play area. PWA is responsible only for emptying the trash receptacles on a regular and consistent schedule.

**D. SIGNAGE**

City will provide and post signage in the dog play area to include:

Welcome to the Grove Shafter Park Dog Play Area

Persons Entering Dog Area Do So At Their Own Risk

- Dog guardians **must** clean up after their dogs immediately. Always bring a biodegradable bag or waste disposal device
- Limit three dogs per adult
- Small Dog Area for dogs under 30 pounds and elderly dogs
- Dogs must be leashed to and from fenced area
- Adult dog guardians must be in fenced area with dog at all times
- Keep dogs in sight and maintain voice control
- Children under 12 must be accompanied by an adult. Children may not run, sit on the ground or use wheeled toys/vehicles/bikes.
- Dog must be licensed and have shots
- No dogs under 16 weeks old
- No dogs in heat
- Dogs showing repeated aggressive behavior must be leashed and removed immediately
- No spiked or pinch collars
- No smoking or eating
- Excessive barking must be controlled
- Dog guardians must observe all rules posted in the dog play area

#### E. HOURS OF OPERATION

The dog play area is open from dawn to dusk, whenever Grove Shafter Park is open to the public.

#### F. ADDITIONAL USE OF THE DOG PLAY AREA

GS Dog Group shall have no other use of the Park except for the restricted use as a dog play area.

#### G. LIABILITY OR DOG PLAY AREA REGULATIONS

1. GS Dog Group shall defend, indemnify and hold the City of Oakland, its Councilmembers, officers, directors, employees and agents harmless from and against any and all claims, demands, causes of action, losses, damage, liabilities, costs and expenses (including reasonable attorney's fees) which may be asserted against City arising from the obligations to be performed under this Agreement except for claims arising out of City's own gross negligence or intentional actions.
2. GS Dog Group shall obtain a signed liability release form from all participants who perform any duty or responsibility pursuant to this Agreement and shall deliver the release to Director of OPR before the start of the duty. GS Dog Group shall have sole responsibility for issuing safety warnings to participants and shall take appropriate steps to protect the safety of the participants.

3. In compliance with OMC, Oakland Animal Control Regulation (Section 6.04), dog guardians are responsible for their dog's behavior at all times and will be solely liable in the event of aggressive behavior.
4. Dog guardians must keep dogs on-leash at all times when walking to or from the dog play area. Only properly licensed dogs are permitted in the off-leash dog play area.
5. Dog guardians may take up to 3 dogs into the dog play area at one time. Any dogs showing aggressiveness toward people or other dogs must immediately be removed. An adult must accompany children under 12 years of age. Puppies under 16 weeks of age are not permitted. When walking to or from the dog play area, dogs must be on a leash no longer than six (6) feet.

#### H. CLEANUP

Dog guardians are responsible for maintaining a clean dog play area at all times. Users will be directed to use the trash receptacle at the site, or take waste with them when they leave the park. The dog play area must be free of dog waste, litter and debris at all times.

The dog play area will be maintained, at all times, according to the standards outlined in this Agreement. Each dog guardian is required to pick up after their dog(s) at all times.

Biodegradable clean up bags will be available at all times, as supplied by GS Dog Group, and stored in a dispensing system. The bag dispensing system will be installed as part of the dog play area project built by City.

#### I. GS DOG GROUP RESPONSIBILITIES

1. Develop a community education fact sheet on the rules of the dog play area.
2. Keep dog play area free of litter and debris.
3. Keep dog play area free of feces.
4. Make waste removal bags available to dog guardians.
5. Keep dog play area odor free.

#### J. CITY RESPONSIBILITIES

1. Provide park signs to designate off-leash areas.
2. Ensure that signs are legible, free of graffiti and properly installed in noticeable locations.
3. Empty trash receptacles on a regular and consistent schedule.
4. Maintain play area fences.

#### K. PERFORMANCE REQUIREMENTS

1. The first occasion when the dog play area does not meet the standards as outlined above, OPR will:
  - a. Require that GS Dog Group perform immediate clean up of the dog play area commensurate with the standards set forth in this Agreement.

- b. Perform an on-site evaluation of possible remedies.
  - c. Review this Agreement and determine whether an amendment to the Agreement is warranted to address unforeseen circumstances.
  - d. Provide GS DOG GROUP with verbal notification of remedies required.
  - e. Review this Agreement for GS Dog Group's non-compliance.
2. The second occasion when the dog play area does not meet the standards as outlined above, OPR will:
    - a. Require that GS Dog Group perform immediate clean up of the dog play area commensurate with the standards set forth in this Agreement.
    - b. Perform an on-site evaluation of possible remedies.
    - c. Provide GS Dog Group with written notification of remedies required.
    - d. Provide a written review of this Agreement for GS Dog Group's non-compliance.
    - e. Implement a three-day closure period for purposes of bringing the dog play area up to standards.
  3. The third occasion when the dog play area does not meet the standards as outlined above, OPR will:
    - a. Require that GS Dog Group perform immediate clean up of the dog play area commensurate with the standards set forth in this Agreement.
    - b. Issue a formal letter to GS Dog Group notifying them that the project is in jeopardy of being discontinued.
    - c. Meet with the Chair of GS Dog Group before the dog play area is considered for re-opening to discuss and resolve maintenance issues.
    - d. Permanently close the dog play area if OPR determines that the matter has not been satisfactorily resolved.

#### L. COMPLAINTS

1. City will post a sign with a phone number for patrons to call for issues concerning the dog play area.
2. If City receives complaints, each complaint will be dated and logged.
3. If City receives more than six (6) calls on the same issue within a four-hour period, OPR will investigate the complaint within the hour of the last complaint.

#### M. REVOCATION OF AGREEMENT

This Agreement may be revoked at any time by OPR Director or her designated representative if GS Dog Group has breached a material term of this Agreement and has failed to cure said breach within 10 days from the date of said breach. In addition, OPR Director or her designee has the authority and sole discretion to revoke the Agreement immediately and without notice if an incident involving the health, safety, or welfare of person(s) or property are harmed or at imminent risk of harm by a dog, dog guardian, or other facility user, including, but not limited to a situation where a dog brought to the facility bites a park patron or other facility user. Continued operation of the dog play area after the term of this Agreement is subject to review by the OPR and the Park and Recreation Advisory Commission.

N. NOTICES

Any notices, demand, or communication under, or in connection with, this Agreement that either party desires or is required to give to the other party, shall be in person or sent by prepaid, first class mail addressed as follows:

**Office of Parks and Recreation**

Director, Office of Parks and Recreation  
250 Frank H. Ogawa Plaza, 3<sup>rd</sup> Floor  
Oakland, California 94612

**Grove Shafter Dog Owners Group**

Emily Rosenburg  
  
Oakland, California

O. FUTURE AGREEMENT

At the conclusion of this Agreement and public review, City shall consider extending the Grove Shafter Park Dog Play Area program for an additional two (2) years with a 2-year option to renew.

In witness hereof, the parties have executed this Agreement on the dates set forth below.

**Grove Shafter Dog Owner Group**

**Office of Parks and Recreation**

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

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

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

By: \_\_\_\_\_  
Audree V. Jones-Taylor  
Director

**Public Works Agency**

**Approved as to form and legality:**

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

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

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

By: \_\_\_\_\_  
Office of the City Attorney