



## Council Agenda Report

From: Angelica Fortin, Community Services Director

Subject: Authorization to Execute Consent to the Assignment and Assumption of Lease for Sherwood Dog Park to the Central Coast Dog Park Alliance (CCDPA)

CEQA Determination: The City finds that this action is not a project under the California Environmental Quality Act pursuant to State Guidelines Section State CEQA Guidelines, §§ 15061, subd. (b)(3), 15378(b)(5).

Date: February 6, 2024

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### Facts

1. The San Luis Obispo Parks, Open Space, and Trails Foundation (SLOPOST), acting through its Parks 4 Pups Project Committee, has been operating the Sherwood Dog Park on City-owned property through a lease agreement with the City since February 2, 2012.
2. SLOPOST's Parks 4 Pups Planning Committee has executed its option to extend the lease twice, with the current term scheduled to expire on February 1, 2027.
3. In June 2023, SLOPOST experienced a change on its volunteer executive board which limited the organization's capacity. At that time, SLOPOST requested that the Parks 4 Pups Project Committee, along with the other member committees that represent dog parks throughout San Luis Obispo County, exit SLOPOST and form their own independent non-profit organization for the purpose of managing the dog parks and their respective agreements.
4. The Parks 4 Pups Project Committee moved forward with this request and has formed the independent non-profit Central Coast Dog Park Alliance (CCDPA), along with all SLOPOST dog park members, which will result in the termination of the Parks 4 Pups Project Committee.
5. On February 25, 2024, CCDPA will have all the requirements in place, including insurance, to operate independently of SLOPOST and as a result is requesting that the City consent to the assignment and assumption of the lease from SLOPOST to CCDPA.

### Options

1. Take no action;
2. Authorize the City Manager to execute the consent to the Assignment and Assumption of Lease for the Sherwood Dog Park and take all other actions necessary to effectuate the assignment and assumption process;
3. Provide alternative direction to staff.

### Analysis and Conclusions

Since February 2012, SLOPOST's Parks 4 Pups Project Committee has been operating the Sherwood Dog Park on City property through a lease agreement with the City. Last year, SLOPOST experienced a change on its executive board that limited their capacity and prompted them to request that the Parks 4 Pups Project Committee, along with the other member committees that represent dog parks, form their own non-profit for the purpose of operating nine dog parks throughout San Luis Obispo County. Since that

time, the SLOPOST committees that represent and operate dog parks throughout San Luis Obispo County have formed the independent non-profit CCDPA. On February 25, 2024, CCDPA will have all the requirements in place, including insurance, to operate independently of SLOPOST and have requested City consent to the assignment and assumption of the lease to CCDPA for the duration of the lease.

There are no expected changes to the maintenance or operations of the dog park as a result of this proposed action.

#### **Fiscal Impact**

There is no fiscal impact associated with consenting to the Assignment and Assumption of Lease for the Sherwood Dog Park, as the lease will be taken over by a separate legal entity but will otherwise continue in full effect as already agreed to by the City.

#### **CEQA**

The City finds that this action is not a project under the California Environmental Quality Act pursuant to State Guidelines Section State CEQA Guidelines, §§ 15061, subd. (b)(3), 15378(b)(5).

#### **Recommendation**

Approve Resolution 24-XXX, authorizing the City Manager to execute the consent to the Assignment and Assumption of Lease for the Sherwood Dog Park and take all other actions necessary to effectuate the assignment and assumption process.

#### **Attachments**

1. Resolution 24-XXX Consenting to the Assignment and Assumption of the Dog Park Lease to CCDPA
2. Assignment and Assumption of SLOPOST Interest in Dog Park Lease and City Consent Form
3. Second Amendment to Dog Park Lease