

December 4, 2009 Meeting between  
East Bay Regional Park District staff and City Waterfront Subcommittee members

**WHAT WE LEARNED**

1. Eastshore State Park (ESP) Planning and Land Use

- EBRPD has partnership with State
- EBRPD funded approx. 11%; State funded approx. 88%
- Eastshore State Park Plan sets out long term goals and policies.
- Any deviation means going back to State Parks Commission for approval.

What WFC members can do: Re-familiarize yourself with ESP policies for Albany area.

2. Albany Beach & Sand Dune Restoration feasibility study

- EBRPD received \$100K from Coastal Conservancy for 18 month study to begin spring 2010;
- City identified as a key stakeholder;
- EBRPD would like to involve City staff and WFC in their workshops with residents; hopes to achieve participation from all interest groups.

What WFC can do: Assist District: attend/promote/assist in Beach study workshops.

3. Agreement between District and State regarding Eastshore State Park management

- EBRPD has five year contract with State to operate the state parks within Alameda and Contra Costa counties; expires 2011.
- Believes State will extend contract, but can never be assumed.
- Does not include operational funds.
- Must keep same rules as state when managing Eastshore State Park.
- State's rules – For ESP "No Dogs on Beach"; elsewhere, dogs "on-leash" except at Beach.
- Albany's rules at WF – Off-leash dogs okay; must be under voice control (same as, and due to, Berkeley's rules).

4. Other Agreements/Partnerships – Ex. Crown Beach State Park

- a) EBRPD has 99-yr. lease agreement with State to operate Crown Beach located in Alameda.
- b) Special Use Agreement between District and City of Alameda for dog park
  - District grants Alameda license to operate a dog park on Crown Beach State Park (subject to terms and conditions contained in Master lease between District and State Parks dated May 29, 1967, expiring May 28, 2017).
  - Five year agreement (1/1/10 – 12/31/14) w/ option to renew for two-yr. period.
  - Special Use Agreement includes rules to be followed by Alameda, such as allowed use, agreement terms, employees-personnel, maintenance, signs, removal of facilities.
  - See Exhibit C of attached Agreement for Dog Park Rules
  - Dogs must be leashed before exiting dog park; while in dog park owners must carry a leash.

What WFC can do: Read Agreement between District and City of Alameda re: dog park.

## DOG MANAGEMENT AT WATERFRONT

### 5. Enforcement

- EBRPD's Public Safety Division has 52 officers patrolling 65 parks/facilities in two counties.
- Work with EBMUD and SFPUC to patrol parks/wildlife areas in utilities' watersheds.
- Currently, there is one (1) patrol officer per day shift for parks from Albany to El Sobrante.
- Park police divides EBRPD parks into areas; have limited budget and resources.
- Number of officers per area varies seasonally, daily (e.g., more during weekends/summer).
- During winter and low season, approx. ten (10) officers patrolling parks in both counties.
- EBRPD Police have authority to enforce on Albany land under Chapter 8 of EBRPD Ordinance 38, and Penal Code 830.1, which allows any officer to enforce on another jurisdiction's property; however, District usually will not go into another jurisdiction and enforce unless an emergency. Police have "on-duty enforcement powers" throughout State.
- While unclear if and a mutual aid agreement exists between the two agencies, Park Police work with Albany Police in patrolling the WF; Albany Police can request help, if needed.
- Approx. eight (8) citations were issued in 2009 at Albany Beach and Plateau. Upon issuing a citation, the ticket is handled through traffic court.
- Computer database kept by Park Police (within capacity limitations) allows District to track violators; if another warning/citation issued, violation is more serious.
- Signage. Officers do enforce on-leash rules when proper signage exists. However, without properly located and clearly stated signage, it is unlikely Court Judge will sustain the case. District encourages officers to consider "can we win in court?" If no, District prefers officers patrol parks to sitting in court. Ex. Proper signage at bottleneck areas provide ample notice.
- Significant vandalism and limited funds limit EBRPD and City to replace all defaced and missing signs in ESP. Fifteen (15) signs EBRPD made for Albany were stolen, vandalized, or defaced within day or two of erecting during the first year of the ESP. Note: Recently two signs installed by Albany PW were stolen and the poles and concrete base removed.
- EBRPD Police has Problem Oriented Policing (POPS) volunteer coordinator (Heather); POPS provides "eyes and ears", and education to park users
- 70%-80% comply; 20-30% are non-compliant

What can WFC do: Help educate park users and general public.

### 6. Maintenance

- Fence cutting is a problem along Buchanan Street. People want easy access to Plateau and Albany Mudflat side. Fence cutters seem to include birders, dog owners, and fishermen.
- Point Isabel dog park operated and maintained by District. EBRPD does not wish to accept responsibility for another off-leash dog use at ESP; maintenance and enforcement problems.

### 7. EBRPD Decision Makers

Question: Who can make decisions necessary to address dog management and enforcement?

Answer: Everyone present at the EBRPD/City meeting which included:

Chief of Parks (Operations), Unit Manager (Shoreline Parks Operations), Interagency Planning Manager, Park Supervisor (Operations), Lieutenant (Regional Park Police).

**KEY ISSUES**

General consensus that key issues include (based on December 4, 2009 meeting discussions):

- Absence of uniform rules and regulations regarding dog leash laws
  - Conflicting signs (State Parks, Albany's)
  - Confusing to dog owners and walkers
  - Frustration/anger over rules (or other reasons) lead to defacing, removing signs
  
- Absence of clear understanding and demarcation of ownership lines, which causes:
  - Difficulty in knowing boundary locations (effects park users, operators and enforcers);
  - Difficulty in enforcing rules and regulations when signs display differing rules.
  
- Protection of Wildlife
  - Sensitive areas such the mudflats, areas buffering the mudflats, bird nesting areas, etc. need to be protected from dog and human activity.

Need for Education – Wildlife habitats are disappearing due to human activity, and presence of dogs; help identify locations of sensitive habitats and importance to keep out.

- Common sense issues
  - Clean up after your dog(s); always bring your own bags
  - Maintain control over dog - always; aggressive behavior between dogs; threatening or aggressive behavior toward humans (particularly children).

Need for Education – Remind users of common courtesy and park's cleanliness; remind users that aggressive dog behavior deprives others from enjoying a public space that belongs to everyone.

Other issues include:

- Physical safety issues, such as presence of construction waste (rebar, debris), uneven surfaces; unauthorized art; homeless encampments.

Summary:

The presence of different regulatory requirements, regarding dog control/dog-on-leash (between City and State Parks), and the absence of physical property boundary lines between these properties, result in enforcement difficulty by the Park Police. Also, limited budget and resources available to the Park Police have driven District to adopt a dynamic approach in allocating patrol officers to areas where more serious issue may occur. The lack of appropriate signs and the present of multiple entry points to Albany portion on the ESP undermine the Park Police's enforcement efforts, which are worsened by the frequent vandalisms of signs installed by the District at ESP. Education is a key component to compliance of park rules and common sense behavior.

**POSSIBLE SCENARIOS FOR CITY-OWNED LANDS**  
(The Bulb, portions of The Neck, Cove area, Bay Trail)

Scenarios/Ideas based on the WFC subcommittee's meeting with EBRPD staff, individual research, and a tour of the Waterfront in December:

**Scenario 1: City transfers (sells/gives) City-owned WF land to State:**

- Uniform set of rules/regulations (State Parks), signage, enforcement
- Eliminates confusion over ownership lines for users/enforcers/maintenance

**Scenario 2: City transfers (sells/gives) City-owned WF land to State, but enters into Special Use Agreement to designate specific areas for special uses:**

- Specific uses could be for off-leash dog area, preservation of art area, etc.
- City would incur costs of installing any needed improvements, operating, and maintaining area(s).
- Legal instrument would be through a Special Use Agreement, or the like, signed by and acceptable to State Parks and EBRPD, similar to Crown Beach in City of Alameda.
- Explore whether easement agreement is preferable to a special use agreement.

**Scenario 3: City retains City-owned WF land:**

- Current City policies or practices continue regarding dogs off-leash; art created with found objects (non-permanent); patrol and maintain area, subject to availability of personnel, resources, and funding.
- City endeavors to implement ESP General Plan guidelines (policies) on City-owned lands as a conservation area, as expressed in Guidelines A-12 through A-26, subject to funding.
- City works with EBRPD to reduce confusion over property ownership lines (e.g., survey markers, signage).

**Scenario 4: City retains portion of City-owned WF land via Land Division:**

- City consults with State to approve a Land Division (via Subdivision Map Act) to carve out portion of land to remain under City ownership (e.g., art area, off-leash dog area).

**Scenario 5: City swaps portion of City-owned land for State-owned land**

- For example, City assumes ownership of a portion of the beach or plateau, depending upon the desired use (e.g., water access for dogs off-leash).
- State takes ownership of Neck, Cove and Bay Trail to better consolidate ownership lines and eliminate maintenance and enforcement confusion.

**Other Scenarios?**

Summary of discussions between City of Albany staff and Waterfront Committee members and East Bay Regional Park District (EBRPD) Staff at 979 San Pablo Avenue, Albany, CA (Temporary City Hall)

Meeting Date: December 4, 2009 (9:30 AM – 12 PM)

Attendees: Jack Kenny, EBRPD Chief of Parks (Operations)  
Mark Ragatz, EBRPD Unit Manager (Shoreline Parks Operations)  
Larry Tong, EBRPD Interagency Planning Manager  
Kevin Takei, EBRPD Park Supervisor (Operations)  
Dave Dubowy, EBRPD Lieutenant (Regional Parks Police)  
Ann Chaney, Community Development Director (City of Albany)  
Eddy So, Waterfront Committee Member (City of Albany)  
Francesco Papalia, Waterfront Committee Member (City of Albany)  
Patty Donald, Waterfront Committee Member (City of Albany)

Discussion: Dog management and enforcement issues/experience at EBRPD parks

1. EBRPD staff members briefly summarized their job functions and duty areas. Kevin oversees operations of Eastshore State Park, Miller-Knox & Point Isabel Regional Shorelines, and Brooks Island Regional Preserve. Mark is responsible for the operations of shoreline parks in both Alameda and Contra Costa Counties. Jack is the park chief overseeing the Operations Division of the EBRPD. Dave works in EBRPD's Public Safety Division.
2. Dave indicated that there are 52 officers patrolling a total of 65 parks and facilities. They work with watershed keepers of local water utilities including EBMUD and SFPUC to help patrol the parks/wildlife areas located in the watersheds of these utilities. Presently there is one (1) patrol officer per day shift for the park areas from Albany to El Sobrante, which is referred to as B10 (??) Area. The park police divides EBRPD parks into areas. The number of patrol officers for each area varies seasonally as well as daily. Basically, there will be more officers to patrol over weekends and during summer times. During this time of the season, there are approximately ten (10) officers patrolling parks in both counties.
3. Larry passed out copies of excerpts from EBRPD's 2002 Eastshore State Park General Plan, an article summarizing the past 75 years of EBRPD's history, and a brief summary of the Conservancy funds disbursement for feasibility study at Albany Beach by California Coastal Commission. He highlighted that the \$100,000 Conservancy funds authorized EBRPD's to study the restoration of sand dunes and other features for the Albany Beach; He anticipates involving City of Albany staff, and states that some types of public workshops will be held to seek inputs from the Albany community for formulate the study.
4. Jack stated EBRPD has a 5-year agreement with the State Park Department to operate the State parks within Alameda and Contra Costa Counties. The agreement, which does not provide operational funds for the EBRPD, will expire in 2011. EBRPD does not anticipate that the State will discontinue their service. Also, EBRPD has other non-funded agreements with some cities to operate and

manage their beaches and parks. For instance, The EBRPD has two agreements with the City of Alameda: one is a 99-year agreement to operate the Crown Beach in the City of Alameda, and the other is a 5-year dog property agreement. Under the agreement, Alameda Police patrols the dog park and the Park Police patrols the Crown Beach area.

Eddy requested Ann to follow up with EBRPD to obtain a copy of these two agreements for information. Ann will follow up.

5. Ann showed and described the layout of properties/land parcels for the Albany waterfront area. Jacked asked for clarification whether there is a transfer agreement between the City and the State for the Albany Bulb. Ann confirmed there is. Jack made the point that they do not want to take an area designated for off-leash dog use.
6. Jack indicated that the dog leash requirement may vary depending on the designated use of the area concerned. In general, they require dogs on leash except at Point Isabel, which is an off-leash dog park.
7. Dave talked about their enforcement experience. When he patrolled in the park areas at Albany, he found conflicting rules indicated by the signs because the City and EBRPD have different dog-on-leash regulatory requirements. By Section 830.1 of Chapter 8 of EBRPD Ordinance 38, Park Police can enforce in City parks if needed. However, the cited ordinance does not confer power on a park police to enforce laws in any areas of the State in an active manner. It just provides a legal framework on which if a park police can cite for its enforcement power if site situations trigger the need for such actions. Dave also indicated that they work with Albany police in patrolling the Waterfront Area. In response to the inquiry of whether the Park Police and Albany Police has an agreement for mutual enforcement help, Dave said he needs to look at their file. Ann was recommended to follow up with Dave for the agreement.
8. Dave emphasized that it is important to have appropriate signs posted at the park area or Waterfront area so that his officers can properly cite the violators who do not comply with the dog on-leash and/or dog under control requirements. Upon issuing a citation, the ticket will be handled through a traffic court. Without properly located and clearly stated signs, Dave's experience confirmed that it is unlikely for a Court Judge to sustain the case. As such, the Park Police does not issue citation tickets lightly unless there are properly signs posted and available for dog owners/walkers to see.
9. Kevin indicated that they have experienced significant vandalism (e.g. sign defacing) and illegal removal of EBRPD's signs in their park areas including the Eastshore State Park portion in Albany. Vandalism usually takes place during the nighttime when EBRPD has no patrol by park rangers or police. Due to the significant vandalism and limited funds, EBRPD has no immediate plan to replace all defaced signs in the Eastshore State Park areas.
10. Regarding the Albany Bulb area, Dave indicated that there are general physical safety issues, such as lots of debris, uneven surface areas, presence of construction wastes (rebars, etc.).
11. Dave also mentioned that the Park Police keeps a computer database of people who they had issued warnings or citations. However the database will be purged

on a regular basis in light of the limitations on recordkeeping and available resources. Since the beginning of 2009, the Park Police issued a total of 8 citations in the Albany Beach area and the Plateau. These citations are not limited to dog-related violations. Jack also indicated that if needed the Albany Police can contact the Park Police for enforcement help.

12. Dave said they have an active public outreach program that targets to educate park users to observe and follow park ordinance. They have a volunteer coordinator Heather (?? Lastname). If the City of Albany is interested in the public education effort, Ann can contact Dave or Heather for more details.

In summary, the presence of different regulatory requirements on dog-control/dog-on-leash (between the City, the EBRPD, and the State Park) and the absence of physical property boundary lines between these properties result in enforcement difficulty by the Park Police. Also, the limited budget and resources available to the Park Police have driven them to adopt a dynamic approach in allocating patrol officers to areas where more serious issues may occur. The lack of appropriate signs and the presence of multiple entry points to Albany portion of the Eastshore State Park undermine the Park Police's enforcement efforts, which are worsened by the frequent vandalisms of signs installed by the EBRPD at the Eastshore State Park.

Action items to be followed by Ann:

1. Obtain the two agreements between the City of Alameda and EBRPD
2. Plan for a survey
3. Post the excerpt of the Albany portion of the 2003 Eastshore State Park Plan on the City website.
4. Follow up with EBRPD to ensure the Albany Beach restoration study will involve the Albany community to participate.

Francesco Papalia's notes on the discussions between City of Albany staff and Waterfront Subcommittee members and East Bay Regional Park District (EBRPD) Staff at 979 San Pablo Avenue, Albany, CA on December 4, 2009 (9:30 AM – 12 PM)

**Jack Kenny, EBRPD Chief of Parks (Operations)** *Lives in Albany*

**Mark Ragatz, EBRPD Unit Manager (Shoreline Parks Operations)** *San Mateo Bridge to Martinez*

**Larry Tong, EBRPD Interagency Planning Manager** *Two Counties, Cities: Planning & Land Use*

**Kevin Takei, EBRPD Park Supervisor (Operations)** *Manages Day to Day Activities*

**Dave Dubowy, EBRPD Lieutenant (Regional Parks Police)** *Head of Policing Operations*

**Ann Chaney, Community Development Director (City of Albany)**

**Eddy So, Waterfront Committee Member (City of Albany)**

**Francesco Papalia, Waterfront Committee Member (City of Albany)**

**Patty Donald, Waterfront Committee Member (City of Albany)**

Larry Tong LT: There may not be a bigger issue for the park.

15 million visitors per year. WW Funds 25% pro-rata share to cities

In the workshops and presentations for the \$100,000 Beach study, "the City of Albany is a Key Stakeholder"

**Any deviation from the ESSP plan will require a redo of the plan.**

Jack Kenny: Five year contract to 2011 with the State to operate the state park, no present contract with ESSP. State wants to have presence in urban areas but there is no money for it.

There will be an initiative on the ballot for a VLF (vehicle liscence fee) for all cars with Cal registration. It would provide free entrance to State Parks for that car.

Larry Tong: Reasonableness of the citation (proper signage), common sense, i.e fecal clean-up. Off leash violations need adequate notice.

Kevin Takei: Fifteen special signs that were made for Albany were stolen, destroyed or defaced (spray painted) within a day or two during the first year

Lt. Dave : Incrementally change behavior. Yes, we can enforce Albany regulations on Albany land. Penal Code 830.1 Police have on duty enforcement powers throughout the State of California. Signage at bottleneck areas provides ample notice.

Jack Kenny: as an Albany resident he saw on KALB discussion regarding the transfer of the Bulb to the State.

Larry Tong Crown Beach is a good example of off leash areas partnership between Local jurisdiction and EBRPD

Ann Chaney: There are two sides in the City of Albany regarding the transfer of the Bulb to the State. Some want to keep it in our control. If it becomes part of the State Park, then the "Let it Be" people won't be happy.

Larry Tong: If Bulb goes to the State, ESSP Plan rules in the long term.

Issues that will need to be addressed: Art, Homeless, Dogs, Wildness

Mark Ragatz: 99 year lease at Crown Beach. Fenced off- leash Dog Park in State Park Crown Beach still used by dogs.

Francesco: Who can make the decisions necessary to address dog management and the enforcement of existing rules? Answer: Everyone from EBRPD at this meeting.



Lt. Dave: Apartment building dwellers have a sense of entitlement to use the beach with their dogs. He also mentioned PIDO.

**PIDO: Point Isabel Dog Owners and Friends**     <http://pido.org/pages/about.htm>

- **Park Rules**

1. Dog owners must always carry a leash.
2. Dogs must be under voice control and within sight of their owners.
3. Owners must clean up feces deposited by their dogs. Bags are provided in boxes at various locations in the park.
4. Dogs showing aggressiveness towards people or other dogs must be leashed immediately.
5. Owners must stop dogs from digging and must fill in any holes created by their dogs.
6. Owners must prevent their dogs from going into the marsh at the east end of the park and from disturbing feeding birds at low tide.
7. Dogs should be leashed in parking areas.

**Point Isabel Dog Owners and Friends (PIDO)** is an organization which works with the park district to maintain this area as an off-leash dog area and to inform visitors of their responsibilities as users of this park to obey park rules.

PIDO membership is open to all who wish to support and protect Point Isabel as an open and natural place to walk and play with their dogs off-leash. The membership fee to belong to PIDO is \$10. This money, plus funds from donations and shirt sales, help pay for the biodegradable bags provided jointly by PIDO and the park district, for a quarterly newsletter, and for brochures available at the park.

Mudpuppy's owners now keep the bag dispensers full of Mutt Mitts™. PIDO members sponsor monthly park cleanup days and you're invited to take part. As you have may have observed, Point Isabel is very heavily used—over one million visitors a year.

Donations to PIDO are always welcome, and are used to help cover the costs of the above items. PIDO is tax-exempt under the Internal Revenue Code 501 (c) [3]. Donors will receive a receipt for income tax purposes. A treasurer's report is available on request. Donations may be sent to the PIDO Treasurer, P.O. Box 8282, Berkeley, CA, 94707.

Patty: Need better education

Lt. Dave: 70-80% will comply, 20-30% are hard core, non compliant. Of all citation issued, parking and leash are the most emotional.

Jack Kenny: Use beach restoration as a way to start enforcement.

Lt. Dave: Problem Oriented Policing (POPS) Volunter coordinator Heather Marley for educational purposes, eyes and ears.

Patty: What is EBRPD's Bitch List?

Lt. Dave: Tracking names of violators but the system dumps the names after a certain time. John Escobar Assistant General Manager Tim Anderson. Public Safety. Overtime to go to the park. Calls for service: one dog bite. Chief to chief monthly meeting What are the priorities for enforcement. There is a homeless encampment at the Meadow now.

Kevin Takei: Fence cutting on Buchanan for easy access. Birders, dog owners and fishermen use that portion of the park. Point Isabel works 80% of the time. 20% do not respect the rules and do not pick up after themselves. Albany attracts that 20%.

# *Beach Restoration Feasibility Study*

## Eastshore State Park

On September 24, 2009, the California Coastal Commission voted to authorize to disburse up to \$100,000 of Conservancy funds, derived from a Caltrans mitigation fund, to the East Bay Regional Park District to undertake a feasibility study of the restoration of sand dunes and other features located at Albany Beach within Eastshore State Park. The feasibility study will better inform the District and the public as to the feasibility of various improvements contemplated in the Eastshore State Park General Plan. The study will evaluate the feasibility of replacing the weedy vegetation with native dune plants, some of which may include rare and endangered species and examine various techniques that the District can employ to balance the protection of dune vegetation with the high volume public use that occurs at the Beach. The study may also examine the removal of creosote pilings and removal of other large debris present along this shoreline. The study will provide cost estimates for a range of potential improvements, and could also be used to identify potential alternatives for a future land use plan for this area. The study is expected to take 18 months to complete.



## **SPECIAL USE AGREEMENT**

THIS SPECIAL USE AGREEMENT ("Agreement") is entered into as of July 7, 2009 by and between East Bay Regional Park District ("District") whose address is 2950 Peralta Oaks Ct., Oakland, CA 94605-0381, and City of Alameda ("Licensee") a municipal corporation, 2250 Central Avenue, Room 140, Alameda CA 94501.

1. **LOCATION.** Licensee shall be limited to approximately **3.80** acres as shown in Exhibit "A" ("Premises") at Robert Crown Memorial State Beach.
2. **FEE.** There will be no fee for the use of the Premises.
3. **USE.** District grants to Licensee, subject to terms and conditions contained in the Master Lease, the controlling document, between the East Bay Regional Park District and the California Department of Parks and Recreation, dated May 29, 1967 and expiring on May 28, 2017, and as specifically approved by the State Park's District Superintendent as shown in Exhibit "B", the ~~exclusive~~ license to operate a dog park on the Premises pursuant to the authority of Section 5540 of the Public Resources Code of the State of California.

This Agreement permits Licensee to develop and provide facilities in order to regulate and supervise a dog park area under the guidelines and regulations of Licensee as described in Exhibit "C". All such rules and regulations shall not conflict with policy, rules, and regulations established by District. All Licensee sponsored activities and participating individuals are subject to the provisions of the East Bay Regional Park District's Ordinance No. 38 and Licensee agrees to abide by all rules and regulations therein.

The District understands that the City of Alameda will work with a volunteer "Alameda Dog Park Committee" to fund improvements and to assist in the operation of the Premises by Licensee.

No goods, merchandise or material shall be kept, stored or sold by licensee in or on said Premises which are in any way explosive or hazardous. No offensive or dangerous trade, business or occupation shall be carried on therein or thereon by Licensee. Licensee shall not sell food, beverages, or other merchandise or rent equipment at the Premises.

4. **TERM.** Licensee is granted for a term of five years beginning January 1, 2010 and terminating December 31, 2014, subject to District's sole discretion, based on satisfactory performance by adhering to all terms of Agreement and subject to approval by District's Board of Directors.

Licensee shall have the option to renew the initial term for a two-year period, January 1, 2015 and terminating December 31, 2016, by giving District written notice thereof not less than sixty days prior to such expiration date, subject to District's sole discretion, based on satisfactory performance by adhering to all terms of Agreement and subject to approval by District's Board of Directors.

This Agreement shall be subject to early termination by either party as follows:

- a. In the event the State Park system assumes operational responsibility of Robert Crown Memorial State Beach from the District, the Licensee will have sixty days to remove the dog exercise facility and related structures, unless otherwise agreed in writing by State Park.
  - b. Upon at least ninety days prior written notice to such effect by Licensee to District.
  - c. District retains the right to terminate this Agreement upon at least ninety days prior notice should the District upon determination by its Board of Directors that a dog park is an incompatible use of the Premises. The Board of Directors shall have sole discretion to determine whether a dog park is an incompatible use or constitutes a nuisance or public safety hazard to other park users.
5. **EMPLOYEES-PERSONNEL.** All persons employed or utilized in connection with the operation of the Premises, including relatives, shall be adequately trained for such purposes, shall be courteous, shall be suitably and neatly attired so as to be recognizable as employees or volunteers of Licensee, and in no event shall any such person be under the age of 16 years. If in the reasonable judgment of District, any such person is incompetent, disorderly, discourteous, or otherwise objectionable, such person, including relatives, shall be discharged or reassigned to a non-District facility upon Licensee's receipt of written notice from District's General Manager to such. Licensee shall devote his/her own time and attention to the conduct of the services to be rendered on and from the Premises to the extent reasonably required to ensure such standards of operation called for in this Agreement.

Licensee shall insure all employees who supervise minors meet the provisions of the Public Resources Code, Section 5164 that Licensee will require employees that have direct

supervision over or conduct programs with minors, to be fingerprinted.

6. **CONDITION OF PREMISES.** The taking of possession of the Premises by the Licensee shall, in itself, constitute acknowledgment that the subject Premises are in **good and tenantable condition**. Licensee agrees to accept said Premises in their presently existing condition, as is, and that the District shall not be obligated to make any alterations, additions, improvements, or repairs.
7. **MAINTENANCE.** Licensee agrees to maintain any and all structures, facilities, improvements, and equipment on the Premises in good order and repair, at Licensee's sole cost and expense, during the entire term. Licensee shall perform, at Licensee's own expense, any required maintenance and repairs. Should Licensee fail, neglect or refuse to do so, the District shall have the right, but not the obligation, to perform such maintenance or repairs for the Licensee's account, and the Licensee agrees to promptly reimburse the District for the cost thereof, provided, however, that the District shall first give Licensee fifteen-days' written notice of its intention to perform such maintenance. District shall not be obligated to make any repairs to or maintain any improvements on the subject Premises unless otherwise required by this Agreement.

In addition to the general maintenance required above, Licensee expressly agrees, at its own cost and expense, to maintain and operate all of the Premises in a clean, safe, wholesome, and sanitary condition free of trash, garbage or obstructions of any kind and in compliance with any and all present and future laws, rules or regulations of any governmental authority now or in the future having jurisdiction over the Premises. Licensee shall remedy without delay any defective, dangerous, or unsanitary conditions.

District reserves the right of entry for its employees and agents to inspect the Premises as deemed necessary by District, and the right (but not obligation) to do any and all work of any nature necessary for preservation, maintenance and operation of the park in which the Premises are located. Licensee shall be given reasonable notice when any such work may become necessary and will adjust concession operations in such a manner that District may proceed expeditiously.

8. **SIGNS.** Licensee shall not display any signs whatsoever on the Premises without the prior written consent of the Park Supervisor which will not be unreasonably withheld. Application for such consent shall show in reasonable detail the type, character and size of any such sign Licensee desires to display. District agrees not to withhold nor delay approval of reasonable requests for signs.

9. **TAXES.** Licensee shall pay when due all taxes levied on personal property used or maintained upon the Premises and shall pay any possessory or use tax that may be levied in connection with use of the Premises, Licensee agreeing to indemnify and save District harmless from all taxes whatsoever arising out of or in any way connected to the operations conducted by Licensee upon the Premises.

10. **INDEMNITY.** Licensee acknowledges that the District operates Robert Crown Memorial State Beach pursuant to agreement with the State of California, Department of Parks and Recreation. Whenever the term "District" is used in sections 10, 11, 12, and 13, the term "District" specifically includes the State of California, the Department of Parks and Recreation and all their offices, employees, and/or agents. ✕

Licensee hereby waives all claims and recourse against the District, including the right to contribution for loss of damage by reason of death or injury to persons or damages to property, whether the person or property of Licensee, its agents or employees, or third persons arising from, growing out of or in any way connected with or incident to this Agreement, except claims arising from the sole negligence or intentional and willful misconduct of District, its officers, directors, agents, or employees. The provisions of this paragraph shall survive the termination or expiration of this Agreement.

Licensee shall indemnify, hold harmless, and defend the District, and its officers, directors, agents and employees (each of which is an indemnitee) from and against any and all claims, losses, damages, demands, liabilities, suits, costs, expenses, including attorneys' fees, penalties, judgments or obligations whatsoever for or in connection with injury (including death) or damage to any person or property or pecuniary or monetary loss resulting from, arising out of, or in any way related to activity conducted by Licensee, including, but not limited to, Licensee's development, construction, occupation, use, operation, or maintenance of the concession, Premises, or any facilities, including events occurring on or of the Premises or facilities, regardless of how the injury or damage was caused or suffered, unless the injury or damage resulted from the sole negligence or the intentional and willful misconduct of District, its officers, directors, agents, or employees.

District shall have no responsibility to safeguard the equipment and property of Licensee or any of its invitees. District shall have no responsibility to safeguard or protect the Licensee, or its employees, agents, officers, directors, or any of its invitees from bodily injury (including death) or personal injury.

In the event a claim is made against District or District is named a co-defendant in any action, arising out of, or in any way related to activity conducted by Licensee, Licensee shall

immediately notify District of such fact, and at District's option shall either retain legal counsel to represent District in such action at Licensee's sole expense or reimburse District for District's litigation costs, expenses and attorney's fees in undertaking to represent itself.

In the event a claim is made against both District and Licensee for the joint and several liabilities of District and Licensee, the determination as to the apportionment of liability between District and Licensee shall be made by the judge in a court of competent jurisdiction. Neither District nor Licensee shall request that the apportionment of liability be determined by a jury.

Notwithstanding the apportionment of liability between District and Licensee, Licensee shall nevertheless be responsible to indemnify and hold harmless District as fully set forth above, unless the court determines that the injury or damage resulted from the sole negligence or intentional and willful misconduct of District, its officers, directors, agents, or employees.

**II. INSURANCE.** Licensee shall carry during the term of this License, at its own cost and expense, the following insurance:

- a. General Liability (Bodily Injury and Property Damage) including Premises and Operations (including off-site operations), Blanket Contractual Liability, Broad Form Property Damage, Products and Completed Operations, Personal Injury, and Owners and Contractors Protective Liability in an amount not less than \$2,000,000 per occurrence and \$2,000,000 aggregate, which amount may be satisfied through an umbrella policy.
- b. Automobile Liability (Bodily Injury and Property Damage) extending to owned, non-owned and hired vehicles and including contractual liability covering all liability assumed under the License in an amount not less than \$1,000,000 per occurrence.
- c. Worker's Compensation as required by law and Employer's Liability with limits of \$1,000,000 per occurrence. The insurer will waive all rights of subrogation against District, its officials, directors, employees, agents and volunteers.
- d. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and are subject to approval by District.
- e. Other Insurance Provisions: The policy is to contain, or be endorsed to contain, the following provisions:

- i. Licensee shall name District, its officials, directors, employees, agents and volunteers as additional insured in its General Liability and Automobile Liability policies. The coverage shall contain no special limitations on the scope of protection afforded to District, its officials, directors, employees, agents or volunteers.
- ii. Licensee's insurance coverage shall be primary noncontributing insurance as respects to any other insurance or self-insurance available to District, its officials, directors, employees, agents or volunteers.
- iii. All endorsements to policies shall be executed by an authorized representative of the insurer.

**f. All Coverage:**

- i. Each insurance policy required by this clause shall be endorsed to state that District will be provided thirty days written notice of cancellation or material change in the policy language or terms.
- ii. Insurance is to be placed with insurers with an A.M. Bests' rating of no less than A- or better.
- iii. Licensee shall furnish District with certificates of insurance and endorsements to the policies evidencing coverage required by this License prior to the start of operations at the Premises. The certificates of insurance and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificate of insurance and endorsements shall be on a form utilized by Licensee's insurer in its normal course of business and shall be received and approved by District prior to execution of this License by District. District reserves the right to require complete, certified copies of all required insurance policies in the event of an insurance claim. The Licensee shall provide proof that any expiring coverage has been renewed or replaced at least two weeks prior to the expiration of the coverage.

**12. WAIVER OF CLAIMS.** The Licensee hereby waives any claim against the District, its officers, directors, agents, or employees for damage or loss caused in connection with or as a result of any suit or proceeding directly or indirectly attacking the validity of this Agreement or any



part thereof or as a result of any judgment or award in any suit or proceeding declaring this Agreement null, void or voidable or delaying the same or any part thereof from being carried out.

**13. DEFAULT.** The occurrence of any one or more of the following events shall constitute a material default of this License by Licensee.

- a. The vacating or abandonment of the Premises by Licensee for more than 60 consecutive days.
- b. The failure of Licensee to observe or perform all of the covenants, conditions or provisions of this License to be observed or performed by Licensee where such failure continues for a period of thirty days after written notice thereof from District to Licensee. If the nature of Licensee's default is such that more than thirty days are reasonably required for cure thereof, then Licensee shall not be in default if Licensee shall commence such cure within the thirty-day period and thereafter diligently prosecutes such cure to completion.
- c. The failure of Licensee to comply with any written order or directives relating to the Premises from any governmental entity within the time set forth in such order.
- d. If any petition is filed by Licensee under any section or chapter of the federal Bankruptcy Code as it may be amended from time to time and such petition is not dismissed within ninety days after the filing thereof; if Licensee becomes insolvent or makes a transfer in fraud of creditors; if Licensee makes a general arrangement or general assignment for the benefit of creditors; if a receiver, custodian or trustee is appointed for any of the assets of Licensee located at the Premises and the appointment is not vacated within ninety days.

**14. REMEDIES.** ~~In the event~~ of a material default by Licensee, District may Terminate this License, in which case Licensee shall immediately surrender possession of the Premises to District, and District may take whatever further action and seek such other further remedies as may be available in law or equity. All remedies are cumulative.

**15. REMOVAL OF LICENSEE'S FACILITIES.** At the termination or expiration of this Agreement, District shall advise Licensee in writing as to whether any or all of the fixtures, hardware and buildings at the Premises shall be removed or, in District's sole discretion, be left at the Premises at termination to become the sole property of District. In the event that District elects removal, Licensee agrees that all improvements of every kind and nature constructed,

erected, or placed on the Premises whether by Licensee or by others shall remain or become the property of the Licensee. Licensee shall complete the removal of all facilities within thirty days following termination of this Agreement. Licensee agrees to leave the Premises in a neat and clean and natural condition following any such removal. Should Licensee fail to remove the facilities within a reasonable time after request by District so to do, then the work may be performed by District and Licensee agrees to pay District all of its costs, inclusive of a twenty percent administrative overhead for such work, promptly upon demand. This obligation shall survive termination or expiration of this Agreement.

- 16. WAIVER OF CONTRACT TERMS.** No waiver by either party at any time of any of the terms, conditions, or covenants of this Agreement shall be deemed as a waiver at any time thereafter of the 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 District to re-enter the Premises or to exercise any right, power, privilege, or option or be accrued shall impair any such right, power, privilege, or option or be construed as a waiver of such default or a relinquishment of any right or acquiescence therein. No notice to the Licensee shall be required to restore or revive time as of the essence after the waiver by the District of any default. No option, right, power, remedy, or privilege of District shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options, and remedies given to the District by this Agreement shall be deemed cumulative.

Notwithstanding any of the provisions of this Agreement, the parties may hereafter, by mutual consent, agree to modifications thereof or additions thereto in writing which are not forbidden by law. District shall have the right to grant reasonable extensions of time to Licensee for any purpose or for the performance of any obligation of Licensee hereunder.

- 17. NON-DISCRIMINATION.** In the performance of this License, Licensee will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, gender, sexual orientation, age or national origin. Nor shall the Licensee publicize the accommodations, facilities, services, or privileges in any manner that would directly or inferentially reflect upon or question the acceptability of the patronage of any person because of sex, sexual orientation, race, religion, age, color, disability, or national origin.


- 18. NOTICES.** Any notices required or permitted to be given under this Agreement shall be certified mail and addressed to respective parties at their addresses indicated on the first page hereof. Such addresses may be changed from time to time by notice in writing to either party. Such notices shall be deemed delivered at the time mailed.


- 19. **ATTORNEYS' FEES.** Should either party bring any legal action or proceedings for the breach of the term, covenant or condition of the Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and litigation expenses.
- 20. **ADVICE OF COUNSEL.** Each party hereto has been provided full opportunity for review of this Agreement by legal counsel. Therefore, no presumption or rule that ambiguity shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement.
- 21. **MISCELLANEOUS.** Headings are for convenience only and shall not be considered in the interpretation of this Agreement. This Agreement shall benefit and bind the successors and assigns of the respective parties hereto.
- 22. **MODIFICATION OF AGREEMENT.** Notwithstanding any of the provisions of this Agreement, the parties may hereafter, by mutual consent agree to modifications thereof or additions thereto in writing which are not forbidden by law. District shall have the right to grant reasonable extensions of time to Licensee for any purpose or for the performance of any obligation of Licensee hereunder.
- 23. **SEVERABILITY.** The unenforceability, invalidity or illegality of any provision shall not render the other provisions unenforceable, invalid or illegal.
- 24. **ENTIRE AGREEMENT.** This license Agreement constitutes the entire Agreement between the parties regardless of any other representations that may have been made either orally or in writing.

IN WITNESS WHEREOF the parties have executed this Agreement effective the date above first written.

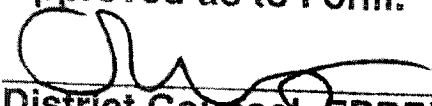
City of Alameda

East Bay Regional Park District

By:   
 City Manager  
 Date: 10/9/09

By:   
 Pat O'Brien, General Manager  
 Date: 9-20-09

Approved as to Form  
  
 CITY ATTORNEY

Approved as to Form:  
  
 District Counsel, EBRPD



**EXHIBIT B**

#ÖJ+m+ffnSTATE OF CALIFORNIA - RESOURCES AGENCY  
Gray Davis, Governor

DEPARTMENT OF PARKS AND RECREATION  
Bay Area District  
250 Executive Park Blvd., Suite 4900  
San Francisco, Calif. 94134-3306  
(415) 330-6300

February 2, 2000

Steve Jones, Chief, Park Operations  
East Bay Regional Park District  
2950 Peralta Oaks Court  
Oakland, CA 94605-0381

Dear Mr. Jones,

I have reviewed the proposal to allow a Dog Exercise Area at Robert Crown Memorial State Beach. ~~While this is not a facility we would normally consider for a State Beach, it does appear to meet a latent urban recreational need and will serve the local community.~~

I will approve this request on the condition that it remain a temporary facility and, that, if for any reason, East Bay Regional Park District ceases operating Robert Crown Memorial State Beach, the Dog Exercise Facility is to be removed.

These conditions must be clearly reflected in the Special Use Agreement between EBRPD and the City of Alameda.

Sincerely,

Ron P. Schafer  
District Superintendent

Cc: Core Staff

**EXHIBIT C**  
**Hours of Operation – Sunrise to Sunset**


**Dog Park Rules and Regulations**  
**PUBLISHED GUIDELINES FOR USE**

1. Public access is through the main gate near the Washington Park tennis court restroom/parking area.
2. Dogs must wear current license tags.
3. Dog owners must carry a leash.
4. Dog owners must clean up after their dogs and are to bring their own plastic bags.
5. Dog owners are wholly responsible for their dog's actions.
6. Dogs which repeatedly bark or show aggression must be leashed and removed from the park.
7. Dogs must be near their owners and under control at all times whether leashed or unleashed.
8. Dogs must be leashed before exiting park.
9. Persons under 18 years of age must be accompanied by an adult.
10. The City of Alameda assumes primary responsibility for the enforcement of the above rules and regulations.

**Contacts**

East Bay Regional Operations:  
Crown Beach Park Supervisor  
510-544-3171

Dog Park Operations  
City of Alameda Park Administration Manager

  
2226 SANTA CLARA  
Alameda Ca 94502

**EAST BAY REGIONAL PART DISTRICT  
ORDINANCE 38 EXCERPTS**

**SECTION 801. ANIMALS - PET RESTRICTIONS.**

801.1 Prohibited Areas. No dog, cat, or other animal, even if securely leashed, shall be permitted in the following areas:

- a) any swimming pool;
- b) bathing beach;
- c) designated nature study area, wetland or marsh area;
- d) golf course;
- e) where a conservation easement management plan or permit specifically prohibits them;
- f) or any other area specifically designated from time to time by the Board as so restricted.
  - 1) Attachment "B" is the current list of Parks or Areas of Parks where dogs are currently prohibited. (rev. 6/07)
  - 2) Service animals trained to assist disabled persons and whose presence is reasonably necessary are exempt from this section.

**Attachment "B"**  
**Specific Parks or Areas of Parks Where Dogs Are Prohibited \***  
(revised 7/08)

**Bathing Beaches or Swimming Pools**

Contra Loma Beach/Swim Area	Crown Beach/Swim Area	Cull Canyon Swim Lagoon /Beach
Del Valle Beaches/Swim Area	Don Castro Lagoon/Beach	Lake Anza Beach/Swim Area
Lake Temescal Beach/Swim Area	Miller Knox - Keller Beach	Shadow Cliffs Beach/Swim Area
Castle Rock Pool	Little Hills Pool	Roberts Pool
Quarry Lakes Beach/Swim Area		

**Wetlands, Marshes, or Designated Nature Study Areas**

Big Break Wetlands	Brooks Island	Browns Island
Briones – posted lagoons	Coyote Hills – all marsh areas	Don Castro – Shady Canyon Pond
Crown – Crab Cove Reserve, Roemer Marsh and pond wetlands	Eastshore State Park – marsh restoration areas	Hayward Shoreline – all marsh areas, Cogswell, and Oro Loma marshes
Huckleberry Preserve (except for Skyline National Trail)	MLK marshes – Doolittle Pond, Arrowhead, etc.	Martinez Shoreline marshes
Middle Harbor Shoreline Park	Oyster Bay wetlands and natural areas	Pt. Isabel – Hoffman Marsh
Pt. Pinole – all marsh areas	Tilden Botanical Garden and Nature Area	Waterbird – McNabey Marsh
All other marsh and wetland areas, whether named or not herein	Eastshore State Park – Albany Plateau Burrowing Owl Project	

**Wildlife Protection Areas- for Listed Species at Risk**

Vasco Caves Preserve		
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**Golf Courses, Public Buildings and Major Fishing Piers**

Tilden Golf Course	Willow Park Golf Course	Antioch/Oakley Pier
Carquinez - Eckley Pier	Point Pinole Pier	All Food Concessions, Visitors Centers, Kiosks and all other Public Buildings

**Other Parks or Areas of Parks with Specific Reasons for Prohibiting Dogs**

Ardenwood Preserve	Overnight at Ohlone Wilderness and Sunol Backpack Camps	Redwood Stream Protection Area - as fenced or posted
All District tot lots and children's play structures	Las Trampas Stables	Eastshore State Park – Berkeley Meadow – Interior Trails
Redwood Arena	Meyer's Garden	

**District Lakes where Dog Swimming is Prohibited**

Lake Chabot	Lake Del Valle - Oak Point North to East Marina	Contra Loma Lake
Shadow Cliffs- Main Lake	Quarry Lake Lakes	Temescal Lake



801.2 Leash Required Areas (Developed Areas). No person shall bring into, or permit any dog, cat, or animal, to enter any Developed Area, unless such animal is securely leashed and under control of that person.

- a. Developed Areas are defined as any public road open to vehicular traffic, lawn or play field, deck, parking lot, picnic area, campground, concession area, equestrian center, archery facility, gun range, paved multi-use Regional Trail, or any other area specifically designated from time to time by the Board as so restricted.
- b. Other Leash Required areas may be designated from time to time by the Board or the General Manager or his/her designee. Attachment "C" is the current list of areas of Parks where dogs are currently required to be on leash.  
(rev. 6/07)
- c. Leash Required Areas designated by the General Manager or his/her designee shall be subject to Board approval within 60 days of the designation.
- d. The number of dogs shall not exceed three per person, except as permitted in 801.11.
- e. An animal is leashed within the meaning of this section when such animal is securely tied, or otherwise attached, to one end of a chain, rope, or other type of leash or restraining device, or such animal is otherwise physically restrained (excluding electronic collars).
- f. Such leashes or devices shall be no longer than six feet, the other end of which is either securely attached to a stationary object or retained in the possession of a person capable of exercising control.
- g. Extendable leashes are permissible providing they are not extended beyond 6 feet in leash-required areas.
- h. No dog, cat, or other animal may be left unattended (if not contained) at any parkland.
- i. At campgrounds, dogs, cats, or other animals must be attended and either leashed, or contained within a vehicle, tent or other type of physical confinement.

**Attachment "C"**  
**Specific Parks or Areas of Parks Where Dogs Must Be On Leash \***  
(revised 6/04)

**All Developed Areas Listed in 801.2 (a)**

All (Board Designated) posted and paved Multi-Use Regional Trails**	All Public Roads Open to Vehicular Traffic	All Lawns or Play Fields
All Decks or Patios	All Parking Lots or Staging Areas	All Picnic Areas
All Campgrounds	All Concession Areas and Facilities	All Equestrian Centers - unless posted for no dogs
All Archery Ranges	All Gun or Marksmanship Ranges	All posted Dog on Leash Areas

**On all Trails That Cross or Enter into Lands Owned by Others, Dog Owners are to Comply with the Other Agency's Rules and Regulations**

East Bay Municipal Utility District Lands	San Francisco Public Utility Lands	Mount Diablo State Park
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**Specific Trails that the Board has designated as Dog On Leash Required Areas**

California Riding and Hiking Trail - Crystal Ranch/ Galindo Creek riparian section	Posted Sections of the Bay Trail in or near wildlife sensitive areas	Stream & Bridal Trails in Redwood Park along the Stream
Sibley/Skyline National Trail – between Skyline staging and the northern property boundary with EBMUD		

\* **Under Authority of Ordinance #38 Section 801.2**

**\*\*CURRENT (Board Designated) PAVED MULTI-USE REGIONAL TRAILS (rev. 6/04)**

- Alameda Creek Regional Trail (South side)
- Big Break Regional Trail
- Briones to Las Trampas Regional Trail (Paved Sections)
- Briones to Mt. Diablo Regional Trail (Paved Sections)
- Contra Costa Canal Regional Trail
- Coyote Hills to Ardenwood Regional Trail (Paved and Sidewalk Sections)
- Coyote Hills Bay View Trail to S.F. Bay Wildlife Refuge
- Crown Shoreline Regional Trail
- Delta DeAnza Regional Trail
- Iron Horse Regional Trail
- Lafayette-Moraga Regional Trail
- Marsh Creek Regional Trail (Paved Section)
- M. L. King (San Leandro Bay) Shoreline Regional Trail
- Point Isabel to Miller Knox Regional Trail
- San Pablo Bay Regional Trail
- Shadow to Del Valle Regional Trail
- Skyline National Recreation Trail (Nimitz and other Paved Sections)
- Wildcat Creek Regional Trail

801.3 Leash Optional Areas (Undeveloped Areas). A dog may run at large under the control of its owner or handler within undeveloped areas of the District, provided, however, that the owner or handler shall have a leash in his/her possession and keep the dog under control at all times.

- a) This Leash Option provision does not apply in areas regulated under subsections 801.1 and 801.2 above.
- b) For the purpose of this subsection, a dog is considered under control when the owner or handler is aware of its conduct and when it returns to the owner or handler when called. The owner or handler may not be aware of the animal's conduct when it is out of sight.
- c) Dogs are presumed to not be under control when:
  - i. They threaten, harass, chase or harm other animals or wildlife. This does not include play chase with other dogs.
  - ii. They display threatening behavior.
  - iii. They physically harm people directly or indirectly by their actions.
  - iv. They run at large in leash-required areas or enter dog-prohibited areas.
  - v. They touch or jump on other park users who have not invited or engaged in interaction with the dog.
- d) The number of dogs shall not exceed three per person, except as permitted in 801.11 (rev. 9/02).

801.4 Responsibility to Report Dog Bites or other Injuries. It is the responsibility of the owner or handler of any dog that has bitten or otherwise caused physical injury to a person or animal to, if requested, provide the requestor with the biting dog's license number (if available), and the handler's name and address.

- a) Injury is defined as any bite, however slight the injury that breaks the flesh of a person or another dog or animal.
- b) If more serious injuries are involved and either party desires medical treatment or police assistance, the owner or handler must report the incident to park staff or emergency responders as soon as possible and provide the staff/responders with their identification and the dog's license and rabies shot status.
- c) If such injury requires immediate medical treatment, the owner or handler may leave the scene to seek medical treatment, but must notify the Public Safety Department of the incident and their identity within 24 hours.

801.5 Dog: Licenses and Tags. Any unaccompanied dog found with or without a license or identification tag, may be seized and impounded by members of the District's police force, or any other authorized District employee holding the animal for the police or animal control.

801.6 Dogs: (In Packs). Any dog found roaming unattended or in packs may be seized and impounded when found:

- a) Chasing cattle.
- b) Interfering with, bothering, or harassing park users.
- c) Chasing animals, or wildlife.

In the event that any such dog is found to create a danger to the life or limb of park users, other animals or wildlife, and cannot be seized or impounded, the dog as a last resort may be killed by a District police officer.

801.7 Dangerous Animals. No person shall bring into or permit any dangerous animal to enter or remain on District parklands or any part thereof. For purposes of this subsection, a dangerous animal is defined as any animal, which is declared a dangerous animal by a County or City, an exotic animal, or an animal which demonstrates any of the following behavior:

- a) An attack which requires a defensive action by any person to prevent bodily injury and/or property damage.
- b) An attack on another animal, domestic or wild, or livestock.
- c) An attack that results in an injury to a person.
- d) Any behavior that constitutes a physical threat of bodily harm to a person.

801.8 Pt. Isabel Exception. As an exception to the provisions in subsection 801.2, dogs, may be taken off leash at Pt. Isabel Regional Shoreline. Any person allowing their animal to be off leash must:

- a) carry a leash;
- b) keep their dog or other animal under voice control and within sight at all times;
- c) clean up feces deposited by their dog or other animal and place feces in provided and marked containers or garbage cans;
- d) immediately leash any dog or other animal showing aggressiveness toward people or other dogs or animals; and
- e) prevent dogs or other animals from digging or damaging park resources.

801.9 Attack Dog Training. No person shall train dogs for attack or any other form of dog and human contact which simulates attack.

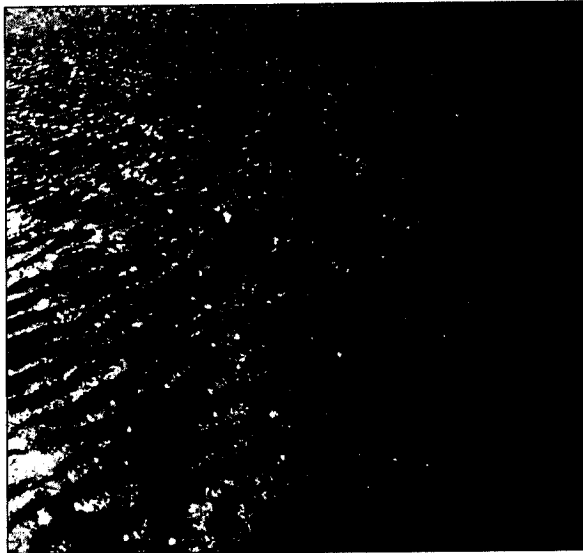
801.10 Removal of Dog Feces. Any person bringing a dog onto park property shall immediately remove the excrement deposited by such animal. Animal wastes must be placed in garbage cans or removed from the park. (rev. 9/5/06)

801.11 Commercial and Non-Profit Dog Walkers (I). Any person who walks or exercises a dog or pet for a fee or who wants to walk more than three (3) personal pets must obtain and have in their possession a revocable annual permit from the General Manager or his/her designee to use designated District lands for this use. Such permits shall contain:

- a) Provisions that limit the number of dogs that can be walked either on or off leash at any one time.
- b) The permit fee to be charged by the District.
- c) The areas and trails where dogs can be exercised under the permit.
- d) Appropriate insurance and hold harmless provisions.
- e) Any other conditions that the General Manager may find applicable.

801.12 Any person bringing a dog(s) onto park property shall prevent the dog(s) from digging or damaging park resources. (added 6/07)

EXCERPTS FROM



E A S T S H O R E



## Eastshore State Park General Plan

*Prepared for:*

California Department of Parks and Recreation  
East Bay Regional Park District  
California State Coastal Conservancy

December 6, 2002

---

Gray Davis  
Governor

Ruth Coleman  
Acting Director of Parks and Recreation  
P.O. Box 942896  
Sacramento, CA 94296-0001

Mary D. Nichols  
Secretary for Resources

- Ensuring that providing such recreational facilities would not prevent broad, public access to and use of the park project.
- Ensuring that habitat values would not be compromised by the introduction of organized sports activities and their potential side effects (e.g., increased traffic, noise, nightlight, chemical-loading of runoff, etc.).

### e. Dogs in the Park

Located as it is in a highly populated urban area, the park project's shoreline is a very attractive location for people to exercise their dogs. Given its proximity and the recurring need for pet guardians to walk their dogs, the park project's shoreline is not just an occasional destination, but a regular daily destination that currently generates over a million trips per year.

The appropriateness of dog use in public parks is a highly charged park management issue that arises on the one hand from concerns for public health and safety and protection of habitat values and environmental quality, and on the other from concerns about individual rights to access public parklands. Park managers throughout California and the country are struggling to find fair and appropriate solutions to the conflicts, real and perceived, between dog access and the protection of the health, safety, and welfare of both park users and the environment. Given its mission to protect natural resources and enhance the public's access to and enjoyment of these resources, State Parks policy has generally been to prohibit off-leash dog use in state park projects and severely restrict the areas for on-leash use.



*Dog on Albany Beach*

Given the growing demand by dog guardians, EBRPD designated Point Isabel Regional Shoreline as a location for off-leash dog use. Based on the number of annual users, the facility has been a huge success. It led to the establishment of its own support group, PIDO. Anecdotally, it appears that the facility has become a regional destination due to its unique shoreline setting. Dog use of the facility was so intense that ultimately it spilled over onto the North Point Isabel property and established off-leash dog use as a regular, although unauthorized, activity on this State Park land. The high level of dog use at Point Isabel and North Point Isabel appears to have resulted in a number of side effects, including limited use of the facility by the general public and constrained upland vegetation.

Off-leash dog use has not been restricted to EBRPD's Point Isabel facility. In the absence of active management, the unimproved upland areas of the park project have also become locations for significant off-leash dog activity even though such use has not been authorized. Many of these areas, such as the Brickyard, the Berkeley Meadow and the Albany Beach and Bulb, have significantly higher resource values than Point Isabel, yet lack any of the facilities, maintenance, or other protections that are provided at Pt. Isabel to support dog use.

Specific management issues relating to dog activity within the park project that will be addressed in the General Plan include:

- Protecting habitat values by restricting dog access into sensitive upland and aquatic areas.
- Maintaining the public's sense of safety and well-being when in the park project.
- Ensuring appropriate clean-up of waste products in order to avoid impacts to water quality and public health.
- Paying the high cost to police and maintain park facilities for dogs.
- Establishing and enforcing new patterns of public dog use within the park.
- Considering "carrying capacity" for dogs within the designated "off-leash" areas (i.e., is there a level at which there are too many dogs?).

## 4. Albany Area

### Statement of Management Intent

The configuration of the Albany area management zone creates a unique character for the area that distinguishes it from the other management zones. Because it extends out from the main shoreline as a narrow peninsula, the Neck and Bulb possess a sense of



*Albany Beach*

distance and separation from the urban mainland. This sense of distance is further enhanced by the "wild" character of the landscape expressed both through the topography and the vegetation. The designation of the Neck, Bulb, and Beach as conservation areas is intended to preserve this sense of naturalness and isolation. The Albany Mudflats are a significant avian habitat area and are therefore designated as a preservation area. The management intent is to protect and enhance the habitat value of this area, while also enhancing the public's ability to appreciate this resource from the adjacent shoreline areas. The Albany Plateau, due to its generally level terrain, is designated for active recreation, including both formal sports fields and informal recreation areas. Since State Parks is not in the practice of developing or operating formal sports facilities, the sports fields component would be developed and operated under a separate agreement with an independent agency or joint powers authority.

Albany Area LAND USE SUMMARY			
<i>Land Use Designation</i>	<i>Upland Area</i>	<i>Tideland Area</i>	<i>Total Area</i>
Preservation Area	11 acres	179 acres	190 acres
Conservation Area	57 acres	18 acres	75 acres
Recreation Area	20 acres	394 acres	414 acres



## Guidelines

### *a. Albany Beach*

- A-1: Protect the dune habitat at the Albany Beach by introducing boardwalks and/or fencing. Boardwalks should be designed to provide for wheelchair access.
- A-2: Restore the dune vegetation by removing noxious weeds (e.g., iceplant and Kikuyu grass) and planting locally native species that are adapted to this habitat, and explore the feasibility of re-introducing rare or endangered species that are native to the Bay Area, such as California seablite, San Francisco spineflower, and robust spineflower, to the dune area.
- A-3: Explore the feasibility of expanding the dune areas behind the beach.
- A-4: Protect and enhance eelgrass beds that exist off Albany Beach. Explore the possibility of these eelgrass beds being a possible mitigation site (i.e., a receiver site for mitigation from projects outside of the park project).
- A-5: Enhance beach/Bay access for non-motorized watercraft by creating a vehicle drop-off and parking at the south end of the beach. Locate restroom facilities near the beach water access.

### *b. Albany Plateau*

- A-6: Prepare a facilities concept plan for the Albany Plateau that supports recreational use through the introduction of a number of recreation and visitor-serving facilities. In terms of use characteristics, the Plateau has two distinct subareas. The easternmost portion (i.e., the area east of the Buchanan Street roundabout) is designated for active recreational uses including the possibility of developed fields for organized sports. The area due north of the Albany Beach and immediately west of the sports fields area is designated for informal recreation. Preliminarily, facilities that are recommended for the Albany Plateau include, but are not restricted to:



*View east towards Albany Hill from the Plateau*



*View west towards Point Isabel from the Plateau*

- Concessions/maintenance services/restrooms building to support sports fields needs for equipment storage, snack bar, restrooms, etc.;
- Turf area for informal recreation immediately west of sports fields area;
- Picnic facilities immediately west of sports fields area;
- A vista point/bird blind with appropriate interpretive exhibits at the east end of the Plateau overlooking the Albany Mudflats;
- A system of trails that connects the various recreation areas and provides access around the perimeter of the Plateau;
- Approximately 60 new parking spaces to serve the recreation areas.


A-7:

It is generally not the mission of State Parks to build and operate sports fields. The provision for sports fields on the Plateau is in response to the statutory direction (PRC 5003.03) for the planning and development of the Eastshore park project to be consistent with the general plan policies of the local jurisdictions to the degree feasible. Sports fields will only be permitted on the Albany Plateau if the following conditions are met:

- State Parks will not own, develop or operate the sports fields;
- An appropriate operator will follow the guidelines of the approved General Plan
- The owner-operator will be responsible for developing and operating the fields and will assume all liabilities;
- The owner-operator will be responsible for ensuring adequate parking to support field sport activities, and no more than 60 parking spaces can be provided on site (i.e., necessary additional parking must be provided off site);
- The owner-operator will provide a facilities operations and management plan that ensures adequate protection for adjacent habitat areas (i.e., Albany Mudflats and riparian area on the southeast side of the Plateau);
- The owner-operator will provide for broad public use of the sports facilities and will not allow the facilities to be dominated by a single use or group;
- The sports fields will not include lighting for nighttime sports activities.

In the event that an appropriate operator is not found or these conditions cannot be met, or if an alternative site is not acquired and approved for sports fields, State Parks can assume ownership of the property. The Plateau will be maintained and improved for informal recreation and/or conservation purposes.

A-8: Enhance the riparian habitat along the south side of the Plateau (just north of Buchanan Street) by removing invasive, non-native plant species and planting willows and other locally native plants. Provide fencing and buffers as necessary to restrict access to the riparian area by people and dogs.



A-9: Maintain an enhanced vegetative buffer between the sports fields area and the north and east edges of the Plateau in order to protect wildlife habitat in the adjacent Albany Mudflats. The vegetation buffer should be at least 100 feet wide, measured from the top of the slope.

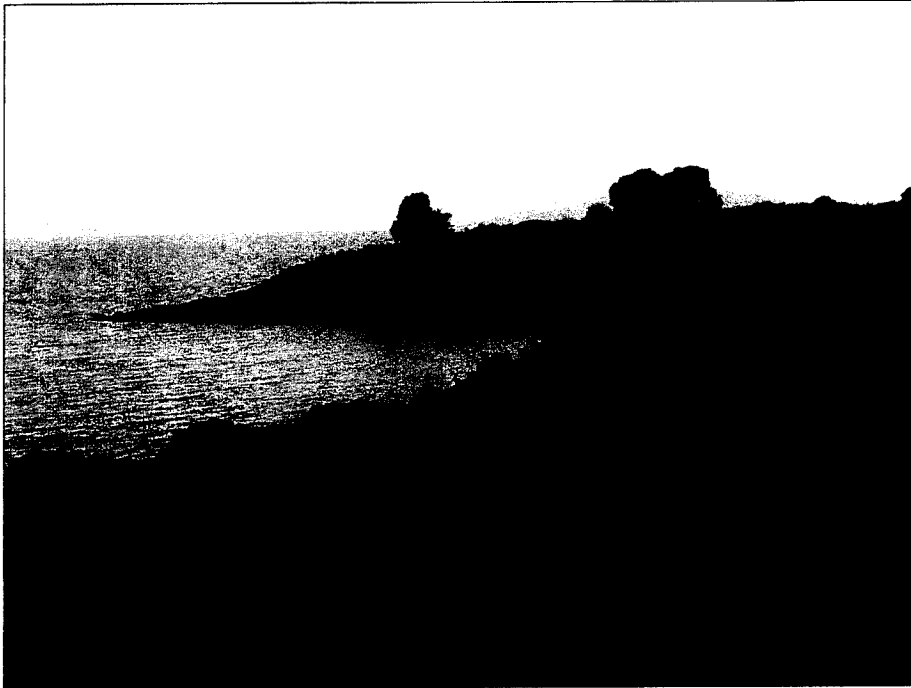
A-10: Design trails along the north and east side of the Albany Plateau, and the north side of the Albany Neck, to minimize disturbance of ducks, shorebirds, and other water birds on the Albany Mudflats, and to restrict visitor access to the riparian drainage along the southeast side of the Plateau. Trails should generally be set back from the top of slope, but should include periodic viewpoints over the mudflats.

A-11: Protect and enhance upland habitat for raptors and other birds and wildlife along the northern and eastern perimeter of Albany Plateau (the conservation areas). Enhance ruderal scrub habitat by removing noxious weeds and planting locally native species.

*c. Albany Neck/Bulb*

A-12: Protect and enhance upland habitat for wildlife at the Albany Bulb, Albany Neck, and the northern and eastern perimeter of Albany Plateau (the conservation areas). Enhance the upland scrub habitat by removing noxious weeds and planting locally native species.

A-13: Develop and implement a program for the removal of safety hazards associated with construction debris on the surface of the Neck and Bulb (e.g., unstable rubble piles, unsafe structures and protruding rebar). The clean-up program should be designed to minimize disturbance to upland wildlife habitat. Approaches that involve mass grading and the wholesale removal of vegetation are not appropriate. Given the magnitude of the task, priorities for clean-up, areas for potential closure to public access, and appropriate phasing should be identified.



*View west from Albany Neck towards Bulb*

- A-14: Provide fencing and/or buffers to protect the tidal marsh on the northeast shoreline of the Bulb (in the small lagoon) from disturbance.
- A-15: Explore options for enhancing the safety, aesthetic, structural and habitat conditions along the south shoreline of the Albany Neck, including the following:
- Address transition from Albany Beach into armored shoreline areas including the potential for extending sand beach condition further west;
  - Break up large concrete and construction debris to improve appearance, reduce safety hazards, etc.;
  - Consider placement of fill (sand, gravel, cobbles or soil) over the rubble in some select locations to improve habitat, planting, access, safety, etc.;
  - In some locations, align trail and access routes against the hill slope to create more potential space for shoreline grading;

- Consider and balance necessary structural function and potential habitat enhancements;
- Consider creation of small pocket beaches (shallower profile shoreline) within this straight section to increase sand and gravel beach habitat as well as recreational access;
- Consider re-grading northwest corner (intersection of neck and bulb) to shallow slope condition to create sand or gravel beach.

A-16: Provide shoreline stairs and/or ramp along the south side of the Albany Neck and the south side of the Albany Bulb in order to enhance water access for windsurfers and other human powered watercraft. Work with windsurfers and other user groups to explore options for conveying equipment from the drop-off to the access point.

A-17: Generally prohibit, or enforce prohibition of vehicle access, other than for safety or maintenance personnel, beyond the roundabout on Buchanan Street.

A-18: Maintain a comprehensive and integrated multi-use trail system that provides access throughout the Albany area. As specific improvements are planned for the Albany area,



*View west of art on the Albany Bulb with islands within San Francisco Bay and the Marin Hills in the background*

evaluate existing trails and identify trails that need to be closed, improved, or created.

A-19: Create a vista point/seating area on the bluff at the west end of the Bulb. The vista point/seating area could contain interpretive exhibits that describe key features of the landscape visible from this setting, as well as the history of the Bulb and its formation.

A-20: Coordinate with the city of Albany to ensure that the remediation plans for the west and northeast lagoons are implemented as approved by the Regional Water Quality Control Board, including the breaching of the west lagoon and the creation of the pedestrian trail around the west end of the Bulb. Review remediation plan to:

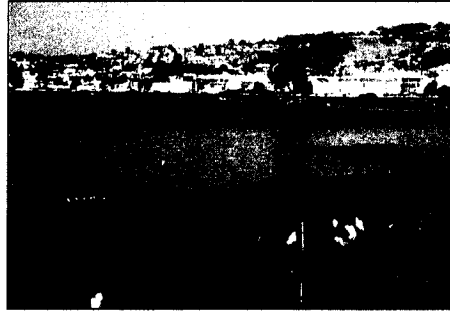
- Verify dimensions (depth and width) of levee breaks at the west lagoon for desired objectives: habitat isolation, tidal interaction and lagoon evolution (via sediment deposition);
- Increase tidal action and potential sediment supply to the west lagoon in effort to encourage sediment deposition and fringe marsh establishment.

A-21: Consistent with the Eastshore park project's cultural resource guidelines, the practice and products associated with unauthorized artistic expression (e.g., installations, structures, paintings, etc.) on the Albany Bulb will be reviewed in accordance with State Parks' systemwide cultural resource procedures prior to their removal.

*c. Albany State Marine Reserve*

A-22: Preserve the tidal marsh, tidal mudflat, subtidal, and adjacent upland habitats, and minimize impacts from human disturbance.

A-23: Continue to prohibit all motorized and non-motorized watercraft in the Albany Mudflats Marine Reserve area to protect waterfowl habitat.



View northeast across Albany Mudflats

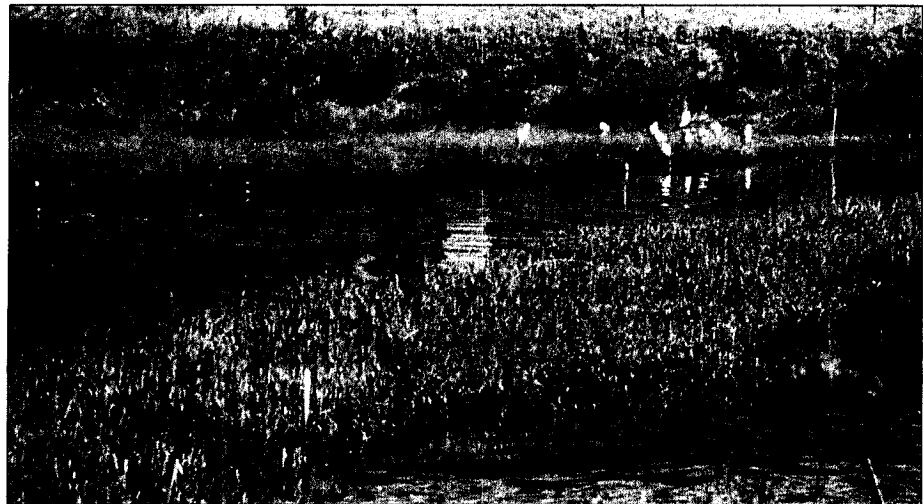


View east across the Mudflats towards Albany Hill

- A-24: Coordinate with owners of the upland areas south of Central Avenue and the northern portion of the Albany Mudflats to ensure adequate protection to this preservation area.
- A-25: Introduce signs and/or fencing as needed to restrict public access to the preservation area
- A-26: Expand the number of interpretive panels along the Bay Trail that discuss the function of the Mudflats in the Bay ecosystem and the Pacific flyway, in addition to identifying birds and marine life that frequent the area.

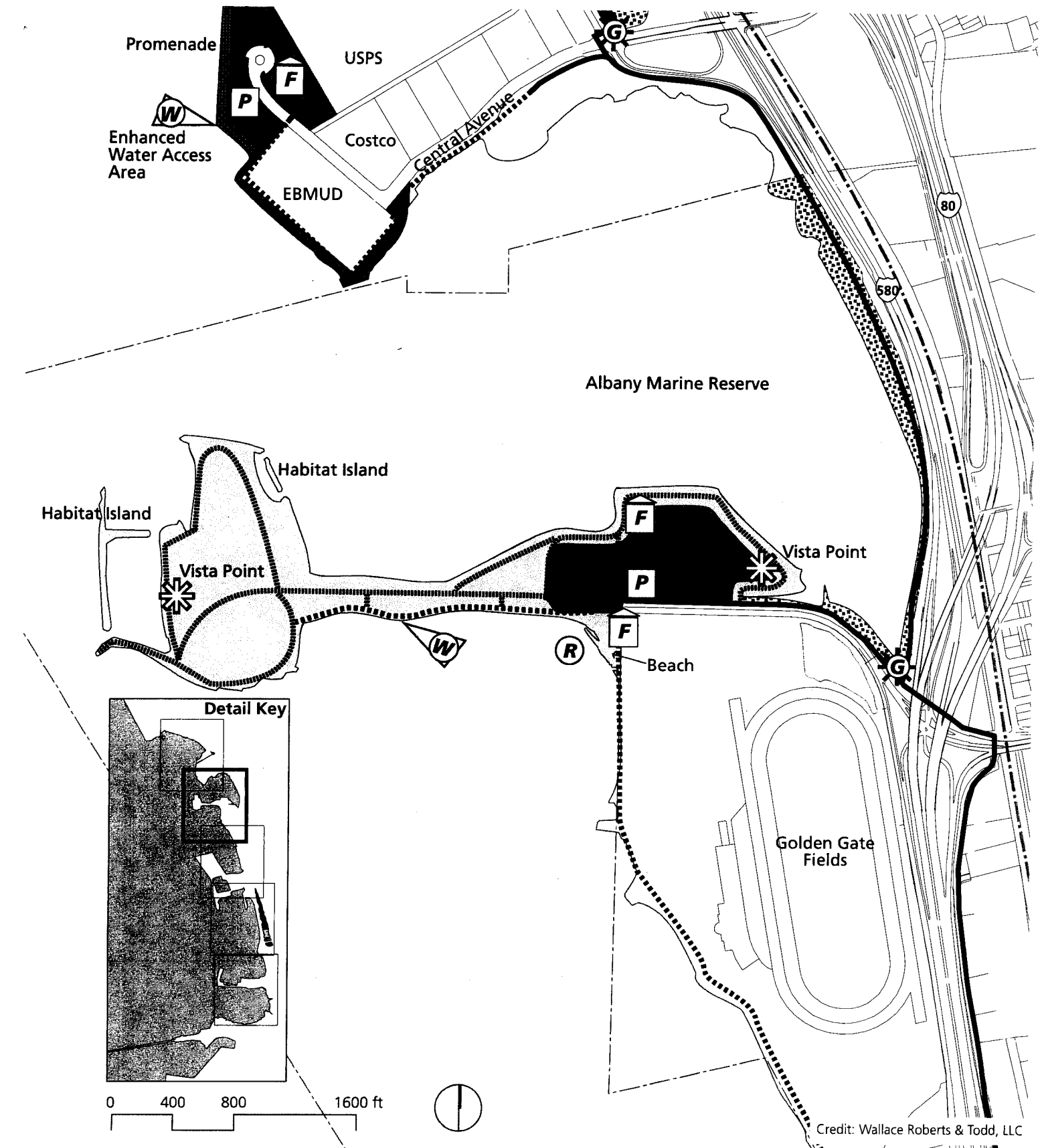
*d. Open Water/Conservation Area*

- A-27: Continuation of non-motorized boating is permitted in the open water area (i.e., non-preservation area) off the Albany shoreline.



Shorebirds in the Albany Mudflats





Credit: Wallace Roberts & Todd, LLC

Eastshore State Park  
 General Plan  
**Figure III-8:**  
**ALBANY SHORELINE**

- |                       |                    |                    |
|-----------------------|--------------------|--------------------|
| ■ Recreation          | ⓑ Bridge           | — Bay Trail-Exist  |
| □ Conservation        | Ⓡ Restoration Area | ⋯ Bay Trail-Prop'd |
| ▨ Preservation        | Ⓟ Parking          | ⋯ Park Trail       |
| ▧ Promenade           | Ⓜ Gateway          | Ⓡ Facility         |
| ▩ Constructed Wetland | Ⓜ Vista Point      | Ⓜ Water Access     |