



PKS  
FIN  
AUD FILE  
OB1380774

## City Manager Signature Sheet

**Date:** November 23, 2020

**Submitting Department:** Parks

**Contact:** Brent Neighbor

**Phone Number/Ext.:** 5768

**E-mail Address:** b.neighbor@cedar-rapids.org

**Brief Description of Item:**

Lease agreement between City of Cedar Rapids and Citizens for Off-Leash Areas ("K9COLA") non-exclusive use of the City's Cheyenne Park Off-Leash Area located at 1650 Cedar Bend Lane, Ely, IA and K9 Acres located at 5200 Golf Course Road, Marion, IA.

**Background (complete only if the item is controversial and non-routine):**

NA



## CHEYENNE PARK & K9 ACRES OFF LEASH AREA USE AGREEMENT

1. **This Cheyenne Park & K9 Acres Off Leash Area Use Agreement** (“Agreement”) is between the City of Cedar Rapids, Iowa (“the City”) and Citizens for Off-Leash Areas (“K9COLA”) non-exclusive use of the City’s Cheyenne Park Off-Leash Area located at 1650 Cedar Bend Lane, Ely, IA and K9 Acres located at 5200 Golf Course Road, Marion, IA.
2. **Terms of Agreement:**  
The terms of this agreement shall commence January 1, 2021 and terminate on December 31, 2021 unless terminated sooner as allowed by this Agreement.
3. **The parties agree to the following terms:**
  - A. **K9COLA shall:**
    1. Provide the City with liability insurance as stipulated below for their non-exclusive use of the Off-Leash area of Cheyenne and K9 Acres.
    2. Be allowed to use the Off-Leash area for its activities, including fund raising, for the promotion of the park, promotion of proper dog care and maintenance and proper training of dogs that may use the park.
    3. Work with the Cedar Rapids Parks & Recreation Department to provide free or low cost clinics and events promoting the care, maintenance and training of dogs.
    4. Pick up and remove to a designated location at the front of the park the contents of refuse cans and containers located in the park on a regular basis.
    5. Submit a list of officer names and phone numbers to the City Parks & Recreation Department to contact for need or emergency.
    6. Submit to the City Parks & Recreation Department a schedule of events and dates to be held at the park.
    7. Observe established park hours and rules.
    8. Be allowed to construct a small building inside the fenced area of the off-leash park for its use and storage of equipment and supplies. It further agrees to keep the building in repair and free of graffiti. Also, that the City will not be responsible for loss or theft of building or contents. The City Parks & Recreation Department, prior to construction, shall approve the design, size and color of the building.

Administration Office – 500 15<sup>th</sup> Ave SW • Cedar Rapids, IA 52404

Golf Operations  
Ph:(319) 286-5588  
Fax: (319) 540-8843

Parks Operations  
(319) 286-5760  
(319) 540-8843

Administration  
(319) 286-5767  
(319) 540-8843



9. Agrees that no one shall be denied access to or participation in its organization or programs because of that person's race, sex, national origin, creed or any other impermissible classification as defined by law.

**B. CITY shall:**

1. Allow K9COLA to use the Off-Leash area of Cheyenne Park and K9 Acres for fund raising which promotes the park and the care, maintenance and training of dogs which may use the park.
2. Continue to mow the lawn areas, as needed, provide a portable restroom on a year around basis at the discretion of the Parks Department, and provide a parking area to the Off-Leash area.
3. Provide disposable refuse pick up bags and can liners to the park.
4. Help site and construct a small storage building for the use of K9Cola.

**4. Cancellation:**

The City reserves the right to cancel the agreement upon 30-calendar days' written notice to K9COLA. K9COLA reserves the right to cancel the agreement upon 30-calendar days' written notice to the City's Parks & Recreation Director in the event K9COLA determines such cancellation is in their best interest.

**5. Indemnity and Liability Insurance:**

- a. **Hold Harmless Agreement:** K9COLA shall indemnify and hold harmless the City and its officers and employees from any and all liability, claims and expenses of any kind by reason of injury to any person, corporation or property that may arise, occur, or grow out of the property and its use by K9COLA, its volunteers and employees, subcontractors or any independent contractors working under their direction.
- b. **General Liability Insurance:** The K9COLA shall purchase and keep in force during the term of this agreement, general liability insurance on a per occurrence basis with limits of liability not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage. As a minimum, coverage for Premises, Operations, Products and Completed Operations shall be included.
- c. **Subcontractors:** In the case of any work sublet, K9COLA shall require subcontractors and independent contractors working under the direction of either K9COLA or a subcontractor to carry and maintain workers compensation and \$1,000,000 of liability insurance.
- d. **Qualifying Insurance:** The insurance required by this contract shall be written by non-assessable insurance companies licensed to do business in the State of Iowa and currently rated "B" or better by the A.M. Best Company. All policies shall be written on a per occurrence basis and not a claims made form.

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- e. **Additional Insured:** "The City of Cedar Rapids, its officers and employees" shall be named as additional insureds on K9COLA's liability insurance policy and certificates of insurance.
- f. **Proof of Insurance:** K9COLA shall furnish the City with Certificate(s) of Insurance prior to the city granting approval to use City property. All certificates must be approved by the City Risk Manager and meet the requirements of the Cedar Rapids City Council.
- g. **Insurance Cancellation or Material Change Notice:** The certificates of insurance shall state that the insurance company will provide thirty (30) days written notice prior to cancellations, non-renewal, or material change including reduction of insurance coverage or limits. The notice will be sent to the City of Cedar Rapids Parks & Recreation Department located at 500 15<sup>th</sup> Ave SW, Cedar Rapids, IA 52404 via certified mail.
- h. **Certificates of Insurance:** The following address must appear in the **Certificate Holder section:**
- i.

City of Cedar Rapids  
Parks & Recreation Department  
500 15<sup>th</sup> Ave SW  
Cedar Rapids IA 52404

Certificates may be sent by fax (319-540-8843), email ([parks@cedar-rapids.org](mailto:parks@cedar-rapids.org)), mail or delivery.

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Please return your signed form to the Parks and Recreation Administrative Office. Only one copy is needed if signing and sending electronically. Two original signature copies are needed if delivering in person or mailing.

Dated this 22 day of Nov, 2020

CITY OF CEDAR RAPIDS

K9COLA REPRESENTATIVE

[Signature]  
Jeffrey A Pomeranz, City Manager

[Signature]  
Signature

12.4.20  
Date Signed

11/22/20  
Date Signed

Alissa Van Sloten  
Attested by: Alissa Van Sloten, Deputy City Clerk

12.4.20  
Date Signed

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/02/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> MOURER-FOSTER INC 81150405 615 NORTH CAPITOL LANSING MI 48933	<b>CONTACT NAME:</b> PHONE (517) 371-2300 FAX (517) 371-7121 (A/C, No, Ext): (A/C, No): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Sentinel Insurance Company Ltd. NAIC# 11000
<b>INSURED</b> K9 COLA C/O JILL MONK PO BOX 992 CEDAR RAPIDS IA 52406-0992	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY			81 SBM PQ2431	06/08/2020	06/08/2021	EACH OCCURRENCE \$2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> General Liability						DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:						MED EXP (Any one person) \$10,000
							PERSONAL & ADV INJURY \$2,000,000
							GENERAL AGGREGATE \$4,000,000
							PRODUCTS - COMP/OP AGG \$4,000,000
A	AUTOMOBILE LIABILITY			81 SBM PQ2431	06/08/2020	06/08/2021	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (Per person)
							BODILY INJURY (Per accident)
							PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB EXCESS LIAB						EACH OCCURRENCE
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						AGGREGATE
	DED RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE OTH-ER
	<input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. EACH ACCIDENT
							E.L. DISEASE -EA EMPLOYEE
							E.L. DISEASE - POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Those usual to the Insured's Operations.

<b>CERTIFICATE HOLDER</b> K9COLA C/O Jill Monk City of Cedar Rapids Iowa and Employees PO Box 992 Cedar Rapids IA 52406	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Susan J. Castaneda</i>
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11/24/20