

**DOG PARK PARTNER COOPERATIVE AGREEMENT
BY AND BETWEEN THE
DISTRICT OF COLUMBIA DEPARTMENT OF PARKS AND RECREATION
AND
TAKOMA BRIGHTWOOD
DOG PARK ORGANIZATION**

This Dog Park Partner Cooperative Agreement (herein referred to as “the Agreement”) is made and entered by and between the District of Columbia, a Municipal Corporation, acting by and through the Department of Parks and Recreation (herein referred to as the “District” and “DPR” respectively) and the Takoma Brightwood Dog Park Organization a District of Columbia 501(c)(3) not for profit corporation (herein referred to as “Dog Park Partner”), a neighborhood organization responsible for maintaining and improving the enclosed dog park located within Takoma Community Center property, 300 VanBuren Street, NW, Washington, DC 20011.

Recitals

WHEREAS, pursuant to D.C. Official Code §10-304(a) and Title 19 Section 1105 of the District of Columbia Municipal Regulations, DPR may form partnerships with neighborhood, community and civic groups to permit private persons and organizations to improve and beautify parks, playgrounds, and recreation centers under DPR’s jurisdiction; and

WHEREAS, pursuant to the authority set forth in D.C. Act 16-182, amending the Animal Control Act of 1979, effective October 18, 1979 (D.C. Law 3-30; D.C. Official Code §8-1801 et seq.)(2001), DPR may create official, public dog parks on District parkland; and

WHEREAS, consistent with the aforementioned authority afforded DPR, DPR has instituted programs known as the “Adopt-a-Park Program” and the “Friends of Program” for the improvement, beautification, advocacy, fundraising, and certain maintenance of District -owned real property used or to be used for leisure purposes and activities within the jurisdiction of DPR; and

WHEREAS, DPR is the District agency charged with the management, maintenance and operation of Takoma Community Center, 300 VanBuren Street, NW, Washington, DC 20011 under the control of the District of Columbia government; and

WHEREAS, DPR is the District of Columbia agency charged with the design and construction of an enclosed dog park within Takoma Community Center (herein referred to as “dog park site”), which dog park site is depicted on Attachment “A” attached hereto; and

The Takoma Brightwood Dog Park Organization Cooperative Agreement

WHEREAS, Dog Park Partner has participated in the creation of a dog park within the dog park site as part of the Friends Program, and perform certain maintenance, beautification, and/or coordination of improvements of DPR real property located at Takoma Community Center, within the dog park site, pursuant to responsibilities outlined and agreed upon in this Agreement; and

WHEREAS, Dog Park Partner is a District of Columbia 501c3 non-profit organization Friends Group whose mission is to maintain and improve the Dog Park within Takoma Community Center, located at 300 VanBuren Street, NW, through advocacy, park maintenance, and special projects, and is in good standing with the District and is authorized to execute and perform this Agreement; and

WHEREAS, it is understood and agreed between the parties to this Agreement that any and all construction, fundraising, maintenance, and coordination of the improvements of the dog park site, including but not limited to landscaping and/or installation of fencing or equipment of any sort to be located on the dog park site, must be prior approved by DPR in writing; and

WHEREAS, prior to the entry onto the dog park site to undertake improvements or work beyond the scope of normal use of the dog park site and/or other improvements or work already approved by DPR, the Dog Park Partner shall specifically obtain from DPR any and all necessary approvals and permits onto said property, as may be required by DPR; and

WHEREAS, it is understood and agreed that DPR, insofar as it is legally permitted to do so, shall assist Dog Park Partner in obtaining the required permits or licenses directly related to Dog Park Partner's activities at the dog park site; provided however the Dog Park Partner shall bear any and all costs and expenses connected in any way with obtaining said permits and licenses; and

WHEREAS, the signatories of the Agreement accept the division of liability and duties enumerated herein.

NOW THEREFORE, the Parties hereto agree as follows:

I. Scope of Agreement

- a. General. This Agreement shall apply to the construction and maintenance of certain improvements to the dog park site and Dog Park Partner's ongoing activities at the dog park site. The recitals above are incorporated herein and made a part of this Agreement.
- b. Park Improvement and Maintenance Plan. In accordance with 19 DCMR §1105.4, Dog Park Partner shall submit to the Director of DPR, a plan for the maintenance, beautification and general improvements to the dog park

site, and where applicable a Statement or Scope of Work, which upon acceptance by DPR, will be considered an addendum to this Agreement and shall be appended to this Agreement as Attachment "B."

II. Term

This Agreement shall become effective as of the date of this Agreement and shall continue in force and effect until September 30, 2020 (the "Initial Term"), unless earlier terminated by DPR or the Dog Park Partner. This Agreement may be renewed for an additional one (1) year term at the sole discretion of DPR pursuant to a written extension agreement executed by both parties.

III. Specific Responsibilities of the Parties

a. Dog Park Partner

i. **Securing Advisory Neighborhood Commission (ANC)**

Approval. Park Partner has explained its fundraising purpose and goals at a duly noticed and convened public meeting of the ANC within whose Commission boundaries the Park is located. Park Partner has obtained approval and support from the ANC for its efforts to enter into this Agreement and the ANC supports Park Partner as their official representative for the Park as evidenced by a signed resolution, a copy of which has been delivered to DPR.

ii. **Daily Upkeep.** Dog Park Partner agrees to visit the site daily and provide upkeep, including but not limited to: removal of all solid waste and trash from the site daily which shall be placed into on-site waste receptacles; daily monitoring of community bulletin board, and daily monitoring of trash can liners and replacement as necessary. DPR shall not be obligated to provide additional waste receptacles beyond what is currently located at the dog park site. In the event that dog park partner wished to install additional waste receptacles, the location, type and installation must all be approved in advance by DPR. Waste receptacles will be emptied by DPR.

iii. **Trash Can Liners.** Dog Park Partner agrees to maintain an adequate supply of trash can liners and waste disposal bags at the dog park site. DPR will provide an initial supply of trash can liners, waste disposal bags, and sanitary spray to the Dog Park Partner for the operation of the dog park. From that point forward, the Dog Park Partner will supply trash can liners, waste disposal bags, and sanitary spray. Dog Park Partner agrees to work with DPR to order the correct supplies.

- iv. **Duty to Notify.** Dog Park Partner shall immediately notify DPR in the event of an injury to animal or person or of any property damage at the dog park site.
- v. **Hosing Surface.** Dog Park Partner will hose down the surface of the dog park site with sanitary spray (type of spray to be pre-approved by DPR) at least once a week between October and May and twice per week between June and September. Hosing the site down will only take place when the water source is operational and the temperature is above freezing.
- vi. **Dog Park Clean-ups.** Dog Park Partner will hold at least one thorough and comprehensive dog park site clean up day every three months during the duration of this Agreement.
- vii. **Raking.** Dog Park Partner will rake the site surface at least once a month during the duration of this Agreement.
- viii. **Membership.** Dog Park Partner agrees to provide opportunities for participation to members of the public who request to join the Dog Park Partner. Dog Park Partner agrees to provide the names and contact information for each of its members to DPR upon written request and to maintain this information in an in-house database. DPR agrees to use this list solely for internal purposes in administering the dog park site and will use its best efforts to maintain the confidentiality of the list.
- ix. **Regular Public Meetings.** All annual meetings of Dog Park Partner must be scheduled reasonably in advance and publicly announced. Dog Park Partner agrees to give advance notice to DPR and the public of the time and location of each public meeting.
- x. **Quarterly Reporting.** Park Partner agrees to submit quarterly reports to DPR summarizing its activities using the quarterly reporting form provided via email by DPR at the end of each quarter.
- xi. **Improvements and Approvals.** During the term of this Agreement, Dog Park Partner, and Dog Park Partner's officers, members, agents, employees, contractors and volunteers, shall improve and maintain the dog park site in the manner specified in the Park Improvement and Maintenance Plan. For any future changes or improvements to the dog park site, Dog Park Partner must submit all construction plans and designs to DPR for prior approval. Dog Park Partner understands and accepts that all

changes and improvements to the dog park site pursuant to this Agreement or otherwise by private persons or organizations shall become the property of the District.

- xii. **Training.** Dog Park Partner agrees to take advantage of workshops, training, resources and events hosted by DPR in connection with Park Partner and Dog Park related topics, provided that DPR provides Dog Park Partner reasonable advance notice.
- xiii. **Standards.** Dog Park Partner agrees to abide by DPR's Landscaping Design Standards and any other District or DPR regulations, rules and policies relating to parks and the subject matter hereof, as well as subsequent changes and additions made to such standards, regulations, rules and policies.
- xiv. **Fundraising.** Dog Park Partner may conduct fundraising activities at the Park to support the Dog Park's facilities and programs. All such fundraising activities shall be subject to applicable law, the terms of this Agreement and the Park Improvement Plan. Further, fundraising at the Park may only occur with prior authorization from the Office of Partnerships and Development and subject to DPR's approval of Park Partner's fundraising application. Park Partner should contact the DPR contact listed in Section IV below to discuss potential fundraising activities.
- xv. **Maintenance of Corporate Existence.** In order to facilitate contributions to Dog Park Partner, Dog Park Partner agrees that it shall maintain its corporate existence under the laws of the District of Columbia as a not for profit corporation and shall maintain its tax-exempt status pursuant to Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, for the duration of this Agreement. The Federal Employer Identification Number of Dog Park Partner is EIN NUMBER
- xvi. **Repository of Funds.** Dog Park Partner agrees to diligently engage in fundraising for the purpose of park site improvements (where applicable) and to maintain all funds raised for the Park in a dedicated bank account in Park Partner's name. Disbursements are to be made solely for improvements, services, and/or programs for the Park with administrative and fundraising expenses not exceeding 35% of total revenue, in accordance with applicable law, this Agreement, and the Park Improvement Plan. Park Partner will provide semi-annual (or more frequently if requested) accounting to DPR of all funds collected by and for Park Partner

for the Park. In the event of termination of this Agreement, all funds must still be allocated solely for the improvement and services for the Park, as directed by DPR. Upon expiration or earlier termination of this Agreement, all transactions shall be immediately suspended and the Park Partner shall immediately remit the balance held in any account(s) to DPR. DPR and Park Partner shall reconcile all activity on the account(s) and the funds shall be deposited into the DPR Enterprise Fund with the appropriate restrictions thereon to ensure that the funds will be available solely for the purposes set forth in this Agreement and as allowed under applicable law.

- xvii. **Community Outreach and Communication.** Dog Park Partner will assist DPR in posting and distributing announcements and events through the Dog Park Partner website; press advisories; list serves; and Dog Park Partner electronic newsletter and email messages to all Dog Park Partner members, as appropriate. Additionally, Dog Park Partner will provide a public email address to be published on the DPR website for the purpose of facilitating communication between the Dog Park Partner and community members who wish to contact them.
- xviii. **Financial Responsibility.** The Dog Park Partner and its officers, members, agents, employees, contractors and volunteers shall be authorized by the District to perform only those maintenance or improvement activities as specified in the Park Improvement and Maintenance Plan or as otherwise specifically approved by DPR. At all times Dog Park Partner shall retain full financial responsibility for monies owed under all contracts entered into by the Dog Park Partner. Should any person perform improvements and/or maintenance activities authorized by Dog Park Partner which are not prior approved in keeping with the terms of this Agreement, DPR reserves all available remedies at law or otherwise for breach of contract or otherwise.
- xix. **Notice and/or Communication.** Unless otherwise specified, any notice or communication between Dog Park Partner and DPR shall be provided as dictated in Section IV.

b. Department of Parks and Recreation

- i. **Dog Park.** DPR will work with the Dog Park Partner on all issues related to the creation of the dog park site.
- ii. **Access.** DPR agrees to make the dog park site available to the Dog Park Partner in order to advance the goals articulated in this

Agreement and the Park Improvement and Maintenance Plan. Keys to DPR facilities, however, will be distributed by DPR only to Dog Park Partner Directors or Officers and only to the extent necessary to fulfill the purpose of this Agreement.

- iii. **Land Jurisdiction.** The dog park site will remain at all times under the jurisdiction of DPR and the District. This Agreement shall in no way be construed to intend to confer or transfer ownership rights of the District to Dog Park Partner. All improvements made to the dog park site shall become the property of the District immediately upon installation. In the case of improvements requiring on-site inspection by DPR, ownership of such improvements, and any liability therefore will not convey until the site is determined by the District to meet its specifications and/or other relevant inspection criteria.
- iv. **Site Inspection.** The District and DPR shall not relinquish their preexisting right to conduct an on-site inspection at any time during the course of the progress of any Park Improvement and Maintenance Plan carried out by Dog Park Partner pursuant to this Agreement. Such inspection shall be made by DPR no later than ten (10) business days following notification by Dog Park Partner of the completion of the improvement(s). Thereafter, the Dog Park Partner shall forward copies of all relevant warranties and guarantees to DPR. The District reserves the right to remove immediately any dangerous condition resulting from any maintenance, improvement and/or beautification project performed by or on behalf of the Dog Park Partner. However, DPR agrees that improvements donated by the Dog Park Partners are intended for use in the dog park site. Accordingly, DPR agrees not to remove any items from the dog park site donated by the Dog Park Partner without first providing a 30-day notice to the Dog Park Partner unless such items create a reasonable immediate danger to the dog park site and/or its users.
- v. **Design Approvals.** DPR's Office of Planning and/or Office of Capital Projects must approve all park site improvements before work commences. DPR shall coordinate the necessary approval of governmental agencies such as the Department of General Services, Departments of Consumer and Regulatory Affairs, Transportation, and Environment and, as applicable, the National Capital Planning Commission, etc. Prior to entry onto the dog park site for purposes of undertaking improvements or other work beyond the scope of normal use of the dog park site and/or other improvements or work already approved by DPR, the Dog Park Partner shall specifically obtain, with the assistance from DPR (but at no cost to DPR), from the District, all required approvals and permits for entry onto the dog park site.

- vi. **Acceptance of Project.** Pursuant to Section 1105.6 of Title 19 of the District of Columbia Municipal Regulations, improvements made to the dog park site pursuant to this Agreement or otherwise by private persons or organizations shall become the property of the District of Columbia government, subject to the express conditions contained in this Agreement. If required, Dog Park Partner and DPR shall file the appropriate District government donation documents with respect to such improvements.

- vii. **Approvals and Review.** Consistent with the spirit of cooperation embodied in this Agreement, DPR agrees to use its best efforts to review and approve all materials forwarded by the Dog Park Partner in a timely manner and to provide assurances, when requested by the Dog Park Partner, that the work-site meets District standards for safety. Further, DPR agrees to inspect completed projects in a timely manner. Dog Park Partner agrees to provide DPR at least 30 days notice prior to the commencement of any major renovations, which will require either full or partial closure of the dog park site or surrounding areas, so that the community may be adequately notified.

- viii. **Maintenance.** The intent of this Agreement is to augment, not replace, DPR's current responsibilities with respect to the dog park site. Neither the District nor DPR relinquishes these duties, responsibilities and obligations by entering into this Agreement.

IV. Communication

The parties agree to maintain open lines of communication at all times during the operation of this Agreement. Except where otherwise provided in this Agreement, all notices required in this Agreement, including any change in the person(s) designated to receive notices, shall be sent by postal mail or e-mail to the person(s) designated herein, or as subsequently designated in writing by a party to receive such notice, at the address listed below:

For the Department of Parks and Recreation:

Katie Rehwaldt
Manager, Park Partner and Community Engagement
Office of Partnerships and Development
DC Department of Parks and Recreation
1250 U St., NW, Second Floor
Washington, DC 20009
Phone: 202-257-0173
kathleen.rehwaldt@dc.gov or dpr.partnerships@dc.gov

For Dog Park Partner:

Michael Cohen
President
The Takoma Brightwood Dog Park Organization
248 Quackenbos St., NW
Washington, DC 20011
Phone: 703-599-8009
Email: michaelcohen5@gmail.com or info@tbdpo.org

Marci Wasserman
Vice President
Phone Number: 301-807-7246
Email: marciwdc@gmail.com

V. Waiver, Indemnity and Insurance

- a. Dog Park Partner hereby waives, releases and forever discharges the District, its agencies (including, without limitation, DPR), directors, employees, agents and any other person or entity connected with the District, and agrees to indemnify and hold harmless same from any and all liability, claims, damages and demands of whatever kind or nature arising out of, in connection with or related in any way to this Agreement, including, without limitation, the use and/or operation of the dog park site and any work performed by members of Dog Park Partner, its contractors or volunteers.
- b. The District, a self-insured municipal corporation, and its agencies shall be held harmless for any financial damages or losses resulting from contractual obligations, actions or omissions of the Dog Park Partner and the Dog Park Partner's officers, directors, members, agents, employees, contractors and/or volunteers in the performance of activities pursuant to this Agreement. Dog Park Partner agrees that all of its contracts with independent contractors for the improvements listed in the Park Improvement and Maintenance Plan (or otherwise), if applicable, shall contain terms and provisions pre-approved by DPR, including, without limitation, District-required insurance obligations and indemnification provisions, and also including the following provisions:
 - i. A requirement that such contractor maintain insurance coverages of the types and in such amounts as required by the District of Columbia, in its sole discretion, but which, at the very least, shall require the contractor to carry general liability insurance coverage

written on the comprehensive form of policy of at least \$1,000,000 for both injury to or death of a person and for property damage, written on a per occurrence basis; and automobile liability insurance coverage of at least \$1,000,000 bodily insurance per person, per occurrence, and an umbrella liability insurance policy of at least \$1,000,000.

- ii. The District and DPR shall be listed as additional insureds with the Park Partner by the contractor's insurance company. Park Partner agrees to provide DPR's General Counsel with a certificate of insurance demonstrating this requirement and indemnification at least five (5) days prior to the commencement of work at the Park;
- iii. The contractor shall be required to submit a performance schedule and a payment schedule to the Park Partner which shall be forwarded by Park Partner to DPR. The payment schedule shall include a last payment holdback provision, which shall provide the holdback of the final payment subject to acceptance of the work by the District and/or DPR's inspectors;
- iv. No work shall commence by the contractor without DPR's prior approval of the contractor and contract covering the work, including, without limitation, insurance coverage, which approval DPR may withhold in its sole discretion.

The provisions of this Section V shall survive the expiration and/or earlier termination of this Agreement.

VI. Right to Terminate

- a. DPR and Dog Park Partner each shall have the right to terminate this Agreement on the basis of material breach of this Agreement by the other party that is not cured within 60 days from the date notice of the breach is received by the breaching party. The terminating party shall give the other party written notice of any such termination of the Agreement and the effective date thereof, which shall not be less than 30 days from the date of expiration of the applicable cure period.
- b. Dog Park Partner may terminate this Agreement per notice to DPR if Dog Park Partner elects to dissolve its corporate existence.
- c. DPR may terminate this Agreement for non-compliance, for unsatisfactory performance, or for failure or refusal to perform in accordance with the requirements and/or stipulations of this Agreement.
- d. DPR may also terminate this Agreement on the following grounds:

- i. Lack of local funding;
- ii. Lack of Congressionally-approved budget;
- iii. Changes in applicable law;
- iv. Changes in District or federal policy affecting these services;
- v. Changes in the structure or nature of this program;
- vi. Elimination of programs or services; or
- vii. As allowed by applicable law or regulation, including, without limitation, 19 DCMR §1105.8.

e. All Park Improvement and Maintenance Plans shall also be automatically terminated as of the effective date of termination of this Agreement.

f. If this Agreement is so cancelled or terminated for any reason, there shall be no further obligations of either party except as expressly stated elsewhere in this Agreement. Dog Park Partner and Dog Park Partner's officers, agents, employees, contractors or volunteers shall not perform additional activities within the dog park site after such termination or cancellation.

VII. Modification

No waiver or modification of any provision of this Agreement will be effective unless it is in writing and signed by duly authorized representatives of DPR and Dog Park Partner.

VIII. Assignment

This Agreement shall not be assigned to any other party unless expressly authorized in writing by DPR and Dog Park Partner.

IX. Applicable Laws

DPR and Dog Park Partner shall comply with all applicable laws, regulations and rules, whether now in force or hereafter enacted or promulgated. Nothing in this Agreement shall be construed as in any way impairing the general powers of DPR for supervision, regulation, and control of its property under such applicable laws, regulations and rules. This Agreement shall be governed by the laws of the District of Columbia, as may be amended from time to time.

X. Miscellaneous

- a. DPR and Dog Park Partner, and Dog Park Partner's officers, members, agents, employees, contractors, or volunteers, shall comply with all

District laws and regulations in the performance of all activities pursuant to this Agreement.

- b. The Dog Park Partner and all persons under its control shall conduct themselves in such a manner as not to damage DPR's property or other adjunct property, nor to injure any person thereon.
- c. Failure of either party to enforce any provision of this Agreement shall not be deemed to be a waiver of such provisions unless otherwise specified in writing by the party making the waiver.
- d. This Agreement, including all exhibits attached hereto, represents the entire Agreement between the parties and supersedes all prior agreements and understandings. This Agreement and any Park Improvement and Maintenance Plans may be executed in counterparts, each copy of which shall constitute an original document and all of which taken together shall constitute one single agreement between the parties.
- e. In the event that any provision of this Agreement conflicts with the law under which this Agreement is to be construed or if any such provision is held invalid by a competent authority, such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law. The remainder of this Agreement shall remain in full force and effect.
- f. Except where expressly provided as being in the discretion of a party, where approval, acceptance, consent or similar action by either party is required under this Agreement, such action shall not be unreasonably delayed or withheld.
- g. A delay or omission by either party to exercise any right or power under this Agreement shall not be construed to be a waiver thereof. A waiver by either of the parties of any of the covenants to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or any other covenant herein contained.
- h. Any provision of this Agreement expressly identified as surviving termination or expiration of this Agreement, as well as any provision of this Agreement that contemplates performance or observance subsequent to termination or expiration of this Agreement shall continue in full force and effect following termination or expiration of this Agreement.
- i. This Agreement is entered into solely between, and may be enforced only by, Dog Park Partner and DPR, and this Agreement shall not be deemed to create any rights in third parties, including suppliers and/or customers of a party, or to create any obligations of a party to any such third parties.

XI. Anti-Deficiency

The Parties acknowledge that the District's and/or DPR's obligation to fulfill financial obligations of any kind pursuant to any and all provisions of this Agreement, or any subsequent agreement entered into by the parties pursuant to this Agreement, are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§1341, 1342, 1349, 1351, (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08 (2001), (iii) D.C. Official Code § 47-105 (2001), and (iv) D.C. Official Code § 1-204.46 (2006 Supp.), as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

IN WITNESS THEREOF, THIS Agreement is dated and effected as of the date affixed with the signature of the Director of Parks and Recreation.

FOR THE D.C. DEPARTMENT OF PARKS AND RECREATION



Delano Hunter
Acting Director

5/20/19
Date

FOR THE TAKOMA BRIGHTWOOD DOG PARK ORGANIZATION

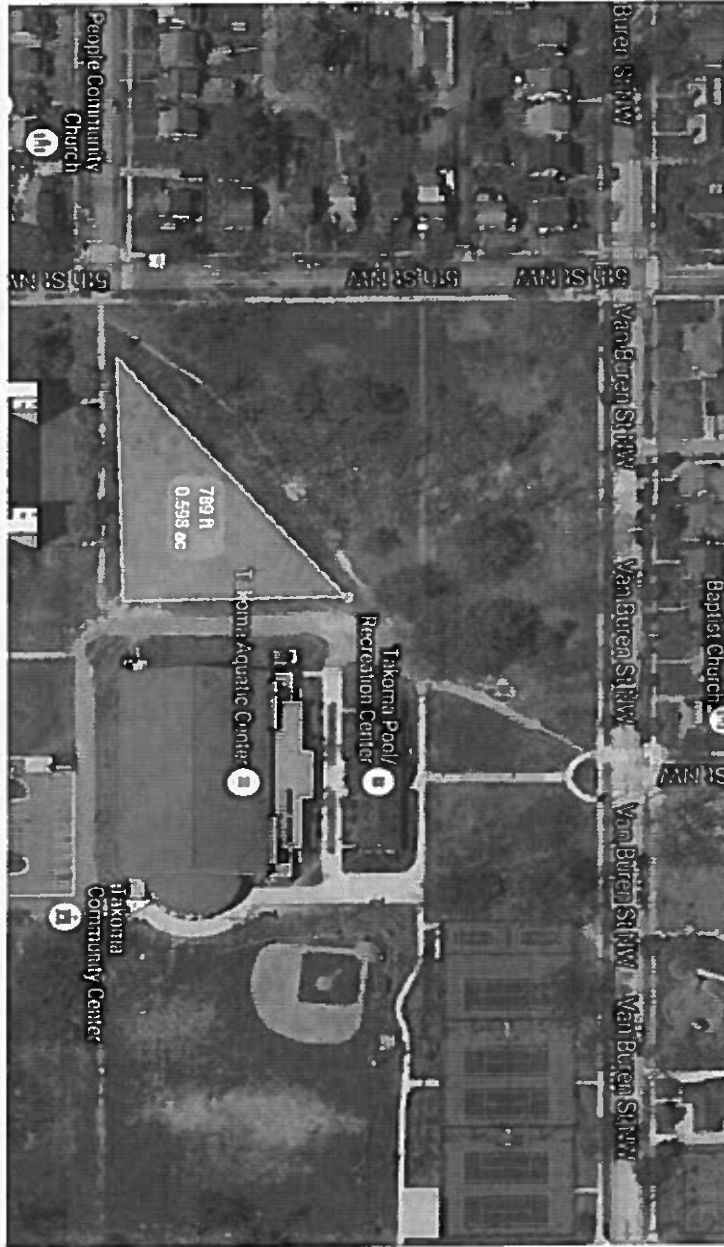


Michael Cohen
President

05/24/2019
Date

Attachment "A"

Depiction of Dog Park Site



Attachment "B"

Park Improvement and Maintenance Plan

Daily Upkeep of the Park

- Removal of all solid waste and trash/litter from the site which shall be placed in waste receptacles
- Daily monitoring of bulletin board ensuring up to date information
- Daily monitoring of trash can liners and Dog waste disposal bags (poop bags) Replacing as necessary

Weekly Upkeep of the Park

- Hosing surface with sanitizing spray (1 time a week between October and May and 2 times a week between June and September)

Monthly Upkeep of the Park

- Dog Park Clean ups [Every 3 months](Weeding, trash/litter clean up, general tidying up of the area in and around the dog park)
- Raking the gravel at least 1 time a month to ensure proper coverage of gravel over the entire surface of the park.
- Monthly Meetings for public and Dog Park enthusiasts.

General Information for Volunteers on Opening and Closing the Park

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- Takoma Brightwood Dog Park Organization will keep a list of the contact information for the volunteers who will have the access code(s) for the gates. These volunteers will be scheduled via a shared online calendar so that the park will always be opened and closed at the appropriate times.
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- The Dog Park Hours are Dawn to Dusk. Although this will change throughout the year, we ask that you open the dog park as close to the sun rising and setting as reasonably possible.
- **Opening the Park –**
- Unlock the exterior gates to the small dog area and large dog areas.
- Check that the trashcans in both areas have liners. If there is an excessive amount of waste please remove the bag and put in a new bag in the can.
- Check both areas for litter, broken bottles, or any other items that could put the dogs or humans at risk for injury or harm. Remove any items you may find.
- If there is any damage or vandalism to any part of the dog park i.e. gates, fence, etc. please email info@tbdpo.org as soon as you can to report the damage. If the damage is extensive as to not allow dogs to safely play without escaping the park please leave the gate locked to the damaged section.

- Leave the locks attached to the fence so the person closing the park can easily find them.
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- **Closing the Park –**
- Alert any dog owners in the park that you are there to close the park for the evening and they will have to collect their dogs and leave soon.
- Make sure the trashcans are not too full. . If there is an excessive amount of waste please remove the bag and put in a new bag in the can.
- Check both areas for litter, broken bottles, or any other items that could put the dogs or humans are risk for injury or harm. Remove any items you may find.
- Make sure all dogs and humans are out of the park and lock both exterior gates to the small dog area and large dog area.
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- **Additional References for Dog Park Openers and Closers**
- • Call DC Animal Control at (202) 576-6664 to report animal bites (24 hours a day).
- • Call 9-1-1 in case of emergency while using the park.
- • Call the Department of Parks and Recreation at (202) 673-7647 with questions about use and locations of dog exercise areas.
- • Call the Department of Health, Animal Disease Prevention Division at (202) 535-2323 with questions about Registration or DC Dog Licenses

