

**TOWN OF SAN ANSELMO  
STAFF REPORT**

For the meeting of November 17, 2020

TO: Parks and Recreation Commission

FROM: David P. Donery, Town Manager

SUBJECT: Community Benefit Agreement with Friends of Robson Park

---

**RECOMMENDATION**

Consider agreement between the Town of San Anselmo and the Friends of Robson for annual park improvements and provide a recommendation to the Town Council.

**BACKGROUND**

In 1968, the Town of San Anselmo accepted the bequest by the Robson Family of the house and grounds at 237 Crescent Avenue, agreeing that it be used as a park or playground for children, that it never be sold in whole or in part, or subdivided, and that it would be named Robson-Harrington Park as a tribute to the memory of Kernan Robson's father and mother.

The Town has managed the park and house the past 52 years, maintaining the grounds while coordinating limited use of the house and picnic areas. The Town's maintenance is limited to mowing of the lawn areas, removing weeds, maintaining the trash and recycling, and maintaining the house.

The Town's Recreation Department has offered outdoor and indoor programs on a limited basis for many years and continues to do so.

**DISCUSSION**

The Town has been approached by the Friends of Robson, a community group formed with the purpose of enhancing the grounds at Robson-Harrington Park, in hopes of working together to create a plan to execute park improvements. Staff has produced the attached draft agreement which delineates a process for the creation and execution of an annual work plan for Robson Harrington Park which is designed to enhance the Town's existing maintenance operations at the park.

**ANALYSIS**

In the agreement, the process for the development and execution of the annual work plan is defined. It states that the annual work plan will be mutually developed by the Friends and Town staff, and will include a timeline, an execution plan, and cost estimates. Each year, the plan will

be presented to the Parks and Recreation Department and where it will receive public input. The Parks and Recreation Commission will consider making a recommendation and to the Town Council for approval at this meeting annually.

As per the draft agreement, the Town Council will review and consider the annual work plan before February 1<sup>st</sup> of each year.

#### Use of Park and House

The draft agreement has allowances for the Friends to conduct two annual fundraising events at the park annually. These will most likely be an event in the spring, tied to the planting season, with the second event being in the fall, most likely with a harvest theme.

In addition to allocating space for these events, the draft agreement allows for the Friends to hold four meetings per year in the Robson House. These quarterly meetings are intended to be organizational meetings for the Friends of Robson.

#### **CONCLUSION**

Staff requests feedback on the agreement along with a formal recommendation on the agreement in concept to the Town Council.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'David P. Donery', with a long horizontal flourish extending to the right.

David P. Donery  
Town Manager

ATTACHMENT 1 – Draft Community Benefit Agreement – Friends of Robson

**Community Benefit Agreement between the Friends of Robson (“FRIENDS”) and the Town of San Anselmo (“TOWN”) for the purpose of planning for and executing ongoing improvements to Robson-Harrington Park**

**WHEREAS**, in 1968, the Town of San Anselmo accepted the bequest by the Robson Family of the house and grounds at 237 Crescent Avenue, agreeing that it be used as a park or playground for children, that it never be sold in whole or in part, or subdivided, and that it would be named Robson-Harrington Park (“Park”) as a tribute to the memory of Kernan Robson’s father and mother; and

**WHEREAS**, the TOWN has managed this neighborhood Park for the past 52 years, maintaining the passive-use park while coordinating limited use of the house and picnic areas; and

**WHEREAS**, the FRIENDS, a community group formed with the purpose of enhancing the grounds at the Park, has requested that the TOWN work with FRIENDS to create a plan for park improvements; and

**WHEREAS**, an annual work plan (“Work Plan”) will be mutually developed by FRIENDS and TOWN Staff, and will include a timeline, an execution plan, and cost estimates for the work; and

**WHEREAS**, the Work Plan will be presented to the Parks and Recreation Commission for consideration and to seek a recommendation for Town Council approval; and

**WHEREAS**, FRIENDS and TOWN wish to enter into this agreement to provide for the development and execution of the Work Plan designed to enhance the TOWN’s existing maintenance operations at the Park.

The Parties hereby agree as follows:

**I. AGREEMENT**

FRIENDS agree to work with TOWN staff from the Public Works and Recreation Departments to develop an Work Plan, outlining specific projects within the Park that will enhance the enjoyment of the public’s use of the Park. The Parties further agree to the following:

**A. The TOWN agrees to:**

- Maintain upper and lower lawn areas of the Park. Mow lawn areas once per week during dry season, unless another frequency is deemed appropriate by TOWN staff. Manage these areas during wet season up to and including closing areas for maintenance.
- Maintain operation of trash and recycling within Park.
- String trim all pathways in the Park at least twice per year.

**B. The FRIENDS agree to:**

- Develop an Work Plan cooperatively with TOWN staff outlining desired Park improvement projects and including the estimated costs, proposed responsibilities for execution, project timelines, and other pertinent information.
- Agree to fund the selected improvements and make timely funding contributions for agreed-upon work.
- All FRIENDS volunteers who perform volunteer work in the park shall submit a TOWN Volunteer Intake Form prior to any work being performed.

**C. WORK PLAN DEVELOPMENT AND APPROVAL**

In October of each year, the FRIENDS will submit a draft Work Plan to the TOWN for review. Following the review and after cost and timeline details are included, the TOWN and FRIENDS will bring the draft Work Plan to the Parks and Recreation Commission for review and to consider recommending approval to the Town Council. The TOWN and FRIENDS will post the draft Work Plan on their respective websites no less than seven (7) days prior to the Parks and Recreation Commission meeting and the TOWN will include the information in it's newsletter and on its website.

The TOWN will endeavor to bring the Work Plan to the Town Council prior to February 1<sup>st</sup> of each year.

**D. EXECUTION OF WORK PLAN**

It is agreed that the TOWN and FRIENDS will develop a plan for execution of the approved Work Plan. This may include volunteer work, work by TOWN staff or work by independent contractors.

**E. INDEPENDENT CONTRACTOR**

FRIENDS shall perform all work under this Agreement as an independent contractor and not as an agent or an employee of the TOWN.

**II. USE OF PARK AND/OR ROBSON HOUSE**

**A. USE FOR FRIENDS FUNDRAISING ACTIVITIES**

The TOWN agrees to allow use of Park and/or the Robson House facilities by the FRIENDS two (2) times per calendar year for FRIENDS' fundraising activities. The FRIENDS shall work directly with the San Anselmo Recreation Department to reserve and manage these no-charge rental activities.

The FRIENDS agree to adhere to all conditions of use required of all public rental of the Park and Robson House.

**B. USE OF ROBSON HOUSE FOR FRIENDS ORGANIZATIONAL MEETINGS**

The TOWN agrees to allow FRIENDS to use the Robson House up to four (4) times per calendar year for organizational meetings. The FRIENDS shall work directly with the San Anselmo Recreation Department to reserve and manage these no-charge rental activities.

The FRIENDS agree to adhere to all conditions of use required of all public rental of the house.

**III. INDEMNIFICATION**

- A. FRIENDS shall indemnify and hold harmless TOWN and its officers, officials, employees, and volunteers from and against all claims, damages, losses and expenses, arising out of the performance of the work described herein, caused in whole or in part by any negligent act, or omission of FRIENDS, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts, any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of TOWN.
  
- B. TOWN shall indemnify and hold harmless FRIENDS and its officers, officials, employees, and volunteers from and against all claims, damages, losses and expenses, arising out of the performance of the work described herein, caused in whole or in part by any negligent act, or omission of TOWN, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts, any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of FRIENDS.

**IV. ASSIGNMENT**

FRIENDS shall not assign any right or obligation pursuant to this Agreement without the written consent of the TOWN. Any attempted or purported assignment without TOWN's written consent shall be void and of no effect.

**V. TERMINATION**

Either PARTY may terminate this Agreement for any reason with thirty (30) days written notice to the other Party.

The Parties do hereby agree to the full performance fo the terms set forth herein.

TOWN

FRIENDS

\_\_\_\_\_  
By: David Donery, Town Manager

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

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

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