



Board of Directors AGENDA

PLEASANT HILL RECREATION & PARK DISTRICT

147 Gregory Lane
Pleasant Hill, CA 94523
(925) 682-0896
(925) 682-1633 fax
pleasanthillrec.com

MISSION STATEMENT

In order to serve the diverse recreational needs of individuals and families and to enrich the quality of life for all residents, the Pleasant Hill Recreation & Park District is committed to providing park facilities, open space, and programs and activities for all ages.

Thursday, January 22, 2015
ADMINISTRATION OFFICE
CONFERENCE ROOM
147 GREGORY LANE, PLEASANT HILL

7:00 p.m.

Est. Time

1. Pledge of Allegiance
2. Roll Call
3. Public Comment
Public comment will be limited to five minutes per person with a maximum time of thirty minutes unless further time is granted by the presiding officer. The public may speak regarding agenda items at the time the matter is taken up. Non-agenda items can be addressed under Public Comment.
- 10 min 4. Ex-Officio Member Report, Allie Naccara, – College Park High School
- 10 min 5. Consent Calendar (**ACTION**)
 - a. To Approve Bills to be Paid
 - b. To Approve Minutes of October 8, 2014
- 25 min 6. Presentation From and Discussion With the Pleasant Hill Library Task Force
- 20 min 7. To Consider Plans by the Pleasant Hill Baseball Association for Storage Facility at Pleasant Oaks Park (**ACTION**)
 - A. To Consider Amending Use Agreement with the Pleasant Hill Baseball Association (**ACTION**)

Documents that are disclosable public records required to be made available under California Government Code Section 54957.5 (b) (1) and (2) are available to the public for inspection at no charge during business hours at our administrative office located at 147 Gregory Lane, Pleasant Hill, California.

The Pleasant Hill Recreation & Park District will provide reasonable disability-related modification or accommodations to a person who requires such in order to participate in the meeting of the Board of Directors. Please contact Susie Kubota (925) 682-0896 at least 48 hours before the meeting.

- | | |
|--------|---|
| 15 min | 8. To Consider Use Agreement with Mt. Diablo Unified School District Regarding Tennis Courts at Pleasant Hill Middle School (ACTION) |
| 15 min | 9. To Consider Agreement with MPA Design for Design Services for the Pleasant Hill Park Pathway Replacement Project (ACTION) |
| 20 min | 10. Reports and To Set Board Committee Meeting Dates <ul style="list-style-type: none">a. Land and Facility Development Committeeb. Personnel Committeec. Budget Committeed. Program Committee |
| 10 min | 11. Board Announcements and Requests to Staff |
| 10 min | 12. Staff Announcements |
| | 13. Adjourn |

Future Board of Directors Meetings:

Regular Meetings:

February 12 & 26, 2015

March 12 & 26, 2015

Board Study Session:

February 6, 2015 at 8:30 AM



MEMORANDUM

TO: Board of Directors
FROM: General Manager
DATE: January 12, 2015
RE: January 22, 2015 Board Meeting

Consent Calendar (ACTION)

- a. To Approve Bills to be Paid**
- b. To Approve Minutes of October 8, 2014**

<u>Check</u>	<u>Date</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Amount</u>	<u>Voucher</u>
20892	01/22/2015	AllAbout	All About Chinatown	1,200.00	000000
20893	01/22/2015	AllAmFl	All American Flag Co.	117.18	000000
20894	01/22/2015	AllWast	Allied Waste Services #210	2,094.80	000000
20895	01/22/2015	AmerSta	American Stage Tours	967.50	000000
20896	01/22/2015	AmFidAs	American Fidelity Assurance	78.38	000000
20897	01/22/2015	ATT3	ATT CALNET 2	212.46	000000
20898	01/22/2015	BayAlar	Bay Alarm Company	229.95	000000
20899	01/22/2015	BillAce	Bill's Ace Hardware	99.73	000000
20900	01/22/2015	Capri	CAPRI	76,653.00	000000
20901	01/22/2015	CaSt	California State Disbursement	137.50	000000
20902	01/22/2015	CCSNP	Contra Costa Senior Nutrition	2,021.00	000000
20903	01/22/2015	CintCorp	Cintas Corp # 185	444.60	000000
20904	01/22/2015	Cleansou	Cleansource	1,162.30	000000
20905	01/22/2015	CopySt	Copy Station	20.12	000000
20906	01/22/2015	DelDen	Preferred Benefit	3,256.90	000000
20907	01/22/2015	Denelect	Denalect Alarm Company	384.30	000000
20908	01/22/2015	EBMUD	East Bay Mud	672.70	000000
20909	01/22/2015	Ewing	Ewing Irrigation	177.89	000000
20910	01/22/2015	FranTx	Franchise Tax Board	105.00	000000
20911	01/22/2015	Grainger	Grainger	35.96	000000
20912	01/22/2015	IntePro	Intelligent Products Inc	5,520.00	000000
20913	01/22/2015	JTCustom	James Trusler	33.00	000000
20914	01/22/2015	KaisFou	File #73029 Kaiser Foundation Health Plan	26,084.75	000000
20915	01/22/2015	KiddCur	Law Office of Curtis S. Kidder	558.00	000000
20916	01/22/2015	Legal S	Legal Shield	47.85	000000
20917	01/22/2015	LiebCas	Liebert Cassidy Whitmore	2,580.00	000000
20918	01/22/2015	LincEqu	Lincoln Aquatics	1,278.16	000000
20919	01/22/2015	Muir	Muir/Diablo Occupational Medic	77.00	000000
20920	01/22/2015	NatiFlo	National Flooring & Supply of	6,252.32	000000
20921	01/22/2015	P&DApp	P&D Appliance	772.05	000000
20922	01/22/2015	PERS	PERS	18,187.93	000000
20923	01/22/2015	PG&E	Pacific Gas & Electric Co	1,080.63	000000
20924	01/22/2015	PhCit	Pleasant Hill, City of	2,933.88	000000
20925	01/22/2015	PHFOCUS	Community Focus LLC	700.00	000000
20926	01/22/2015	PhSen	Pleasant Hill Seniors Club	1,514.04	000000
20927	01/22/2015	PleaHill	Pleasant Hill Rec & Park Distr	112,602.61	000000
20928	01/22/2015	QualTre	Quality Tree Care	4,200.00	000000
20929	01/22/2015	R-Comput	R-Computer	99.81	000000
20930	01/22/2015	RedsBac	Red's Backflow Prevention Serv	150.00	000000
20931	01/22/2015	RossRec	Ross Recreation Equipment	444.60	000000
20932	01/22/2015	SFSymph	SF Symphony-Davies Symphony Ha	990.00	000000
20933	01/22/2015	Speedy	Speedy Glass Lockbox	360.00	000000
20934	01/22/2015	Standard	Standard Insurance Company	1,484.51	000000
20935	01/22/2015	Travel	Travel Center, Trust Account	183.75	000000
20936	01/22/2015	TurfStar	Turf Star, Inc.	51.06	000000
20937	01/22/2015	UPS Stor	UPS Store # 3769	118.78	000000
20938	01/22/2015	USBank	U.S. Bank	1,713.29	000000
20939	01/22/2015	VSP	Preferred Benefit	61.80	000000
20940	01/22/2015	WineWo	Wine, Women & Shoes Inc	7,000.00	000000
20941	01/22/2015	Xerox	Xerox Corporation	302.40	000000

CHECK TOTAL: \$287,453.49

Accounts Payable Computer Check Proof List

User: julie
Printed: 01/15/2015 - 12:31 PM



Pleasant Hill Recreation & Park District

People, Parks & Programs Since 1951

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: AllAbout 02052015	All About Chinatown Walking SF 2841.015 Check Total:	1,200.00 1,200.00	01/22/2015	Check Sequence: 1 100-1220-75630	ACH Enabled: No Sen trips
Vendor: AllAmFI 2501	All American Flag Co. US & CA for DO Check Total:	117.18 117.18	01/22/2015	Check Sequence: 2 100-1100-75500	ACH Enabled: No flags
Vendor: AllWast 210-005336933 210-005336933 210-005336933 210-005337598 210-005345839 210-005345839 210-005345839 210-005351888	Allied Waste Services #210 Paso Nagal Paso Nagal WC SC PH Park PH Park PH Park CC Check Total:	75.58 92.38 203.27 514.35 134.45 134.45 134.45 805.87 2,094.80	01/22/2015 01/22/2015 01/22/2015 01/22/2015 01/22/2015 01/22/2015 01/22/2015 01/22/2015	Check Sequence: 3 100-0000-12100 100-1300-65720 100-1230-65720 100-1220-65720 100-1210-65720 100-1280-65720 100-1255-65720 100-1231-65720	ACH Enabled: No dumpsters dumpsters dumpsters dumpsters dumpsters dumpsters dumpsters
Vendor: AmerSta 20754	American Stage Tours walking SF 2841.015 Check Total:	967.50 967.50	01/22/2015	Check Sequence: 4 100-1220-75630	ACH Enabled: No Sen trips
Vendor: AmFidAs 02/2015 02/2015	American Fidelity Assurance American Fidelity Life/Cancer American Fidelity Life/Cancer Check Total:	39.19 39.19 78.38	01/22/2015 01/08/2015	Check Sequence: 5 100-0000-21360 100-0000-21360	ACH Enabled: No
Vendor: ATT3 6097638	ATT CALNET 2 WC	72.17	01/22/2015	Check Sequence: 6 100-1230-65365	ACH Enabled: No phones

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
6101987	WC	41.53	01/22/2015	100-1230-65365	phones
6101988	WC DSL	98.76	01/22/2015	100-1210-75509	phones
	Check Total:	212.46			
Vendor:BayAlar	Bay Alarm Company				
3411924141215m	PHAC quarterly	229.95	01/22/2015	Check Sequence: 7	ACH Enabled: No
	Check Total:	229.95		100-1280-75515	alarm
Vendor:BillAce	Bill's Ace Hardware				
426132	battery	43.91	01/22/2015	Check Sequence: 8	ACH Enabled: No
426138	screw	3.90	01/22/2015	100-1300-76000	supplies
426432	roller cover	24.75	01/22/2015	100-1300-75520	supplies
426450	brush	7.66	01/22/2015	100-1300-75520	parts
426559	PHEC	19.51	01/22/2015	100-1280-75530	parts
	Check Total:	99.73		100-1280-75530	parts
Vendor:Capri	CAPRI				
2464	property & liability	48,870.00	01/22/2015	Check Sequence: 9	ACH Enabled: No
2520	Work Comp estimate	27,783.00	01/22/2015	100-0000-15100	insurance
	Check Total:	76,653.00		100-0000-15100	insurance
Vendor:CaSt	California State Disbursement				
011515	Joseph R Simonetta #200000000193156	137.50	01/22/2015	Check Sequence: 10	ACH Enabled: No
	Check Total:	137.50		100-0000-21390	
Vendor:CCSNP	Contra Costa Senior Nutrition				
12312014	Dec 2014	2,021.00	01/22/2015	Check Sequence: 11	ACH Enabled: No
	Check Total:	2,021.00		100-1220-75700	donations colle
Vendor:CintCorp	Cintas Corp # 185				
185492729	towels	82.92	01/22/2015	Check Sequence: 12	ACH Enabled: No
185493534	towels	90.42	01/22/2015	100-1220-75515	janitorial suppl
185494363	towels	90.42	01/22/2015	100-1220-75515	janitorial suppl
185495174	towels	90.42	01/22/2015	100-1220-75515	janitorial suppl
185495998	towels	90.42	01/22/2015	100-1220-75515	janitors
	Check Total:	444.60			
Vendor:Cleansou	Cleansource				
1571862	liners	605.79	01/22/2015	Check Sequence: 13	ACH Enabled: No
				100-1220-75515	rr supplies

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
1574482	roll towels	556.51	01/22/2015	100-1231-75515	rr supplies
	Check Total:	1,162.30			
Vendor:CopySt 233223	Copy Station postcard	20.12	01/22/2015	Check Sequence: 14 100-1280-75625	ACH Enabled: No copies
	Check Total:	20.12			
Vendor:DelDen 02/2015	Preferred Benefit Delta Dental	70.40	01/22/2015	Check Sequence: 15 100-0000-21310	ACH Enabled: No
02/2015	Delta Dental	36.84	01/22/2015	100-1100-55310	
02/2015	Delta Dental	73.76	12/16/2014	100-0000-21310	
02/2015	Delta Dental	70.40	01/22/2015	100-0000-21310	
02/2015	Delta Dental	2,586.70	01/22/2015	100-0000-21310	
02/2015	Delta Dental	88.00	01/22/2015	100-0000-21310	
02/2015	Delta Dental	330.80	01/22/2015	100-0000-21310	
	Check Total:	3,256.90			
Vendor:Denelect R14191	Denalect Alarm Company quarterly School House	246.30	01/22/2015	Check Sequence: 16 100-1232-75515	ACH Enabled: No alarm
R14857	quarterly Kid stop	138.00	01/22/2015	100-1270-75515	alarm
	Check Total:	384.30			
Vendor:EBMUD 12222014	East Bay Mud bi-monthly School House fire system	264.52	01/22/2015	Check Sequence: 17 100-1300-65710	ACH Enabled: No water
12222014	VFW bldg	224.62	01/22/2015	100-1300-65710	water
12312014	WH 840 Grayson	129.40	01/22/2015	340-3400-65710	water
12312014	WH 3151 Woodside Meadows	54.16	01/22/2015	340-3400-65710	water
	Check Total:	672.70			
Vendor:Ewing 9088882	Ewing Irrigation quikpro	102.86	01/22/2015	Check Sequence: 18 100-1300-75501	ACH Enabled: No parts
9094054	quikpro	75.03	01/22/2015	100-1300-75511	parts
	Check Total:	177.89			
Vendor:FranTx 011515	Franchise Tax Board Margret R Graves	105.00	01/22/2015	Check Sequence: 19 100-0000-21390	ACH Enabled: No
	Check Total:	105.00			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: Grainger 9634348834	Grainger guage Check Total:	35.96 35.96	01/22/2015	Check Sequence: 20 100-1280-75530	ACH Enabled: No parts
Vendor: IntePro 187894a	Intelligent Products Inc mutt mitts Check Total:	5,520.00 5,520.00	01/22/2015	Check Sequence: 21 100-1300-75520	ACH Enabled: No dog park
Vendor: JTCustom 010915	James Trusler pool cues TC Check Total:	33.00 33.00	01/22/2015	Check Sequence: 22 100-1255-75626	ACH Enabled: No repairs
Vendor: KaisFou 02/2015	File #73029 Kaiser Foundation Health Plan Kaiser	-2,272.25	01/22/2015	Check Sequence: 23 100-1100-55300	ACH Enabled: No
02/2015	Kaiser	-2,272.00	01/22/2015	100-1300-55300	
02/2015	Kaiser	307.49	01/22/2015	100-0000-21300	
02/2015	Kaiser	28,049.83	01/22/2015	100-0000-21300	
02/2015	Kaiser	854.00	01/22/2015	100-0000-21300	
02/2015	Kaiser	991.97	01/22/2015	100-0000-21300	
02/2015	Kaiser	425.71	01/08/2015	100-0000-21300	
	Check Total:	26,084.75			
Vendor: KiddCur 12312014	Law Office of Curtis S. Kidder Dec 2014 Check Total:	558.00 558.00	01/22/2015	Check Sequence: 24 100-1100-70000	ACH Enabled: No legal
Vendor: Legal S 01/2015	Legal Shield	15.95	01/22/2015	Check Sequence: 25 100-0000-21365	ACH Enabled: No
01/2015	Legal Shield	15.95	01/22/2015	100-0000-21365	
01/2015	Legal Shield	15.95	01/22/2015	100-1100-55320	
	Check Total:	47.85			
Vendor: LiebCas 1397488	Liebert Cassidy Whitmore Employment relations 2015 Check Total:	2,580.00 2,580.00	01/22/2015	Check Sequence: 26 100-1100-70000	ACH Enabled: No consortium fees
Vendor: LincEqu si254880	Lincoln Aquatics rebuild flange PHEC	732.95	01/22/2015	Check Sequence: 27 100-1280-75530	ACH Enabled: No pool supplies
si255507	acid	545.21	01/22/2015	100-1280-75527	pool supplies

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	1,278.16			
Vendor: Muir 291298	Muir/Diablo Occupational Medic Hep B Check Total:	77.00 77.00	01/22/2015	Check Sequence: 28 100-1280-75620	ACH Enabled: No vaccine
Vendor: NatiFlo 6982	National Flooring & Supply of second installment floor replacement Check Total:	6,252.32 6,252.32	01/22/2015	Check Sequence: 29 100-1500-80157	ACH Enabled: No Kidstop
Vendor: P&DApp 53765-in	P&D Applianace refrigerator Check Total:	772.05 772.05	01/22/2015	Check Sequence: 30 100-1255-75515	ACH Enabled: No repairs
Vendor: PERS 011515 011515 011515 011515 011515 011515	PERS PERS PERS PERS PERS PERS PERS Check Total:	332.65 4,378.62 1,271.13 410.16 10,691.84 1,103.53 18,187.93	01/22/2015 01/22/2015 01/22/2015 01/22/2015 01/22/2015 01/22/2015	Check Sequence: 31 100-0000-21250 100-0000-21250 100-0000-21250 100-0000-21250 100-0000-21250 100-0000-21250	ACH Enabled: No
Vendor: PG&E 01022015 01022015	Pacific Gas & Electric Co TC Dec TC Dec Check Total:	770.20 310.43 1,080.63	01/22/2015 01/22/2015	Check Sequence: 32 100-1255-65701 100-1255-65705	ACH Enabled: No utilities utilities
Vendor: PhCit 900006644 900006645	Pleasant Hill, City of PSC exps Dec 14 T-1 connection Dec 14 Check Total:	933.88 2,000.00 2,933.88	01/22/2015 01/22/2015	Check Sequence: 33 100-1300-73730 100-1210-75504	ACH Enabled: No shared expenses shared expenses
Vendor: PHFOCUS 5408 5461 5469	Community Focus LLC NYE ads Dec ads Jan ads Check Total:	250.00 225.00 225.00 700.00	01/22/2015 01/22/2015 01/22/2015	Check Sequence: 34 100-1100-74000 100-1290-75625 100-1290-75625	ACH Enabled: No ads ads ads

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor:PhSen 01082015	Pleasant Hill Seniors Club food costs NYE Check Total:	1,514.04 1,514.04	01/22/2015	Check Sequence: 35 100-1100-74000	ACH Enabled: No reimbursement
Vendor:PleaHill 0111515	Pleasant Hill Rec & Park Distr Reimburse Payroll Check Total:	112,602.61 112,602.61	01/22/2015	Check Sequence: 36 100-0000-10410	ACH Enabled: No
Vendor:QualTre 153618 153619	Quality Tree Care Pine at R Ranch Buena Vista Club tree R Smith Check Total:	3,000.00 1,200.00 4,200.00	01/22/2015 01/22/2015	Check Sequence: 37 100-1300-75550 100-1300-75550	ACH Enabled: No removal removal
Vendor:R-Comput 502784	R-Computer Kidstop Check Total:	99.81 99.81	01/22/2015	Check Sequence: 38 100-1270-75250	ACH Enabled: No router
Vendor:RedsBac 2225	Red's Backflow Prevention Serv R Ranch Check Total:	150.00 150.00	01/22/2015	Check Sequence: 39 100-1300-75570	ACH Enabled: No repairs
Vendor:RossRec 96301	Ross Recreation Equipment Berkowitz bench Check Total:	444.60 444.60	01/22/2015	Check Sequence: 40 100-1300-76000	ACH Enabled: No memorial bench
Vendor:SFSymph 03112015	SF Symphony-Davies Symphony Ha Symphony & Science 2846.015 Check Total:	990.00 990.00	01/22/2015	Check Sequence: 41 100-1220-75630	ACH Enabled: No Sen trips
Vendor:Speedy 9689-1375881	Speedy Glass Lockbox PHAC Check Total:	360.00 360.00	01/22/2015	Check Sequence: 42 100-1280-75530	ACH Enabled: No repairs
Vendor:Standard 02/2015 02/2015 02/2015	Standard Insurance Company LIFE/ADD/STD/LTD LIFE/ADD/STD/LTD LIFE/ADD/STD/LTD	1,222.21 41.54 220.76	01/22/2015 01/22/2015 01/22/2015	Check Sequence: 43 100-0000-21320 100-1270-55320 100-0000-21320	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	1,484.51			
Vendor: Travel 01212015	Travel Center, Trust Account Blithe 2838.015 Check Total:	183.75 183.75	01/22/2015	Check Sequence: 44 100-1220-75630	ACH Enabled: No Sen trips
Vendor: TurfStar 6865249	Turf Star, Inc. latch Check Total:	51.06 51.06	01/22/2015	Check Sequence: 45 100-1300-75510	ACH Enabled: No parts
Vendor: UPS Stor 12112014	UPS Store # 3769 holiday fest Check Total:	118.78 118.78	01/22/2015	Check Sequence: 46 100-1290-75625	ACH Enabled: No copies
Vendor: USBank 011515 011515	U.S. Bank Pars #6746022400 Pars #6746022400 Check Total:	571.10 1,142.19 1,713.29	01/22/2015 01/22/2015	Check Sequence: 47 100-0000-21335 100-0000-21330	ACH Enabled: No
Vendor: VSP 02/2015 02/2015	Preferred Benefit VSP Vision VSP Vision Check Total:	48.20 13.60 61.80	01/22/2015 01/22/2015	Check Sequence: 48 100-1100-55300 100-0000-21300	ACH Enabled: No
Vendor: WineWo 05172015	Wine, Women & Shoes Inc event fee Check Total:	7,000.00 7,000.00	01/22/2015	Check Sequence: 49 100-1100-74000	ACH Enabled: No 2nd installment
Vendor: Xerox 77628559	Xerox Corporation CC Check Total:	302.40 302.40	01/22/2015	Check Sequence: 50 100-1231-75500	ACH Enabled: No copier
	Total for Check Run:	287,453.49			
	Total Number of Checks:	50			

**Board of Directors Meeting Minutes
October 8, 2014
DRAFT**



The October 8, 2014 Board Meeting of the Pleasant Hill Recreation & Park District Board of Directors was called to order by Board Chair Sterrett at 7:00 p.m. in the Conference Room at the Administration Office. Sterrett reported that the Board met in closed session before the regular meeting and gave direction to staff.

PLEDGE OF ALLEGIANCE

Park Maintenance Superintendent Tom Bradley led the Pledge of Allegiance.

ROLL CALL

BOARD PRESENT: Donaghu, Sterrett, Bonato, Shess, Glover

STAFF PRESENT: Berggren, Lischeske, Young, Bradley, Miller

PUBLIC COMMENT

None

CONSENT CALENDAR (ACTION)

- a. **TO APPROVE BILLS TO BE PAID**
- b. **TO APPROVE MINUTES OF JUNE 26, 2014**
- c. **TO APPROVE RESOLUTION 2014-10-08, HONORING ERAN PERERA**

Upon motion of Board Members Donaghu & Bonato the Board approved the Consent Calendar.

EX-OFFICIO MEMBER REPORT, ALLIE NACCARA – COLLEGE PARK HIGH SCHOOL

Ex-Officio Naccara was not present to give a report

REPORT ON ANNUAL BLUES & BREWS FESTIVAL

Recreation Supervisor Katrina Hunn reported on the fifth annual Blues & Brews Festival held on Friday, July 18, 2014, and Saturday, July 19, 2014. Hunn reported that the event attracted about the same crowd as the previous year for Saturday, but a little larger crowd than last year for the Friday Pre- Party Concert. She said that sponsorships increased this year, but unfortunately so did the expenses. Hunn reported that she has already met with the Pleasant Hill Chamber to discuss possible changes to the event next year. She said one change she would be interested in would be fencing the park, and charging an admission fee.

Board Chair Sterrett asked who the revenue for the parking was split with. Hunn said it was the College Park Athletic Boosters Club. Board Member Donaghu asked if there had been any complaints regarding paying for parking. Hunn said she did not have any complaints.

Board Chair Sterrett asked Hunn how many people she thought attended the event. Hunn said around 1500-2000. Sterrett said for such a small planning committee she thought they did a great job with the Festival.

Board Member Shess commented that he feels the event needs to be refreshed. He said he supports the event, and sees it more as a cultural event. He suggested adding a home brew contest on the

Friday. He said a contest may bring in more sponsorship for the event. He also felt the planning committee for the event should be bigger, and that there should be more volunteers at the end to help break down the area. Shess said he would like to see more branding and advertising for the Festival at the main stage.

Board Member Glover commented that he would like to see more emphasis on the beer tasting aspect of the event.

Ann Luke from the Pleasant Hill Chamber was present. She said the Festival is a great event that the Chamber is committed to being a part of.

The Board thanked Hunn for her report.

TO CONSIDER CAPITAL ITEMS (ACTION)

- a. PROJECTOR MOUNT AT THE COMMUNITY CENTER**
- b. SIGN FOR RODGERS-SMITH PARK**

The General Manager reported that the Board approved the Fiscal Year 2014-15 budget with the following two items included:

- a. Projector Mount at the Community Center- estimated cost \$7,500
- b. Monument Sign for Rodgers-Smith Park- estimated cost \$7,500

The General Manager commented that during the budget process the staff submits only estimated costs for budget items, including capital items. In researching both items further the estimated cost for the Projector Mount is closer to \$14,400, and the Monument sign including installation is \$16,000.

The General Manager reported that a total of \$15,000 was allocated in the 2014-15 budget for both projects, but in reality that amount will only cover one of the projects. District staff is recommending the ceiling mount projector project over the signage. The reason for this is that the projector is an important part of rental in the Perera Pavilion at the Community Center. The General Manager commented that currently there is a sign at Rodgers-Smith Park which is adequate at this time. He said that staff and the General Manager are recommending that the Board approve shifting the funds to the projector mount for the Perera Pavilion at the Community Center and either add additional funding for the signage at Rodgers-Smith Park or wait until the next Fiscal Year to review Capital items again.

Board Members Bonato and Shess both commented they would like more information on the projector mount for the Community Center. Shess said he would like to see the WIFI issue fixed at the Community Center, and asked if there is a cost associated with that. Building Maintenance Superintendent Carrie Miller was present. She explained that the WIFI in the building is good; the issue is AT&T's cell service.

Board Member Glover commented that he has a local AT&T contact. He encouraged staff to get in touch with him to help resolve the issue. Glover will give the contact information to the General Manager.

Miller commented that the installation of the projector can not be done in steps. It has to be done all at one time which is why it is expensive.

Board Member Bonato requested an update on the FF&E budget, and would like to see if funding for the projector could come from that budget. She commented that she would like to look into alternatives that are not as costly.

The General Manager suggested that the AT&T contact come to the Community Center as he may have other suggestions regarding phone coverage.

Board Member Glover commented that he is in support of moving forward with the projector. He said he feels that the Community Center is top notch so the equipment should be too.

Upon motion of Board Members Donaghu & Glover the majority of the Board approved to install the projector mount in the amount of \$14,400, do what the District can to get the signage costs lower, and come back with an FF&E update. Bonato opposed.

PROGRAM COMMITTEE REPORT

Board Member Shess reported that the Program Committee met on September 24, 2014 to evaluate the Fall/Winter 2014 SPOTLIGHT, review the upcoming Winter/Spring 2015 SPOTLIGHT, exchange content ideas, review the production schedule and discuss the feedback process. Shess commented that in the Fall/Winter 2014 SPOTLIGHT post production evaluation, he complimented the larger photos and the personal features in the SPOTLIGHT including "A Fond Farewell" recognizing two retiring staff members, Eran Perera and Maureen Valley. He also liked the feature on the District's new Rental Facilitator, Ryan Herriman. Herriman's profile was featured on the inside back cover ad promoting District rentals.

Board Member Donaghu agreed with Shess' comments and added that he has received a lot of positive feedback about the glossy cover. A glossy (paper) cover was first introduced for the Winter/Spring 2014 SPOTLIGHT issue. Donaghu commented that the Spotlight is being noticed more by the community.

Shess reported that the Program Committee also exchanged content ideas for the Winter/Spring SPOTLIGHT issue to improve the publication quality and readership interest with added personal and/or informative features. Top ideas included highlighting a staff member(s) in every issue and a "Did You Know" section featuring an interesting aspect about Pleasant Hill Recreation & Park District (e.g. Recycling Program or Anti-Smoking Policy). Shess also mentioned the idea to include Rodgers Ranch Urban Farm upcoming activities and to explore the possibilities for future Special Recreation offerings. Committee agreed that additional discussion would be required to incorporate new special recreation offerings. Staff will follow up with Rodgers Ranch to inquire about January – April list of activities. The cover, inside cover, inside back cover and back cover will continue to highlight District programs and/or services. The program or service selected for these key placement positions will be based on promotional need, season and revenue potential. Shess complimented Marketing Director Jennifer Thoits on her involvement and expertise with the Spotlight.

Board Member Bonato commented that she was glad to see the Senior Center so well represented in the Spotlight.

Board Chair Sterrett commented that she was glad to see classes offered for the Special Recreation community.

BOARD ANNOUNCEMENTS AND REQUESTS TO STAFF

Donaghu made the following announcements/questions:

- He attended the Mayor's Conference, and spoke with other Mayors in the area. All were very complimentary about the District.
- He took part in the Community Service Day.

Bonato made the following announcements/questions:

- She thanked the General Manager for the list of the Teen Council.
- She commented that she received a notice regarding the Rodgers Ranch Clampers sign. She thought Rodgers Ranch was coming back to the Board with design ideas for the sign. She asked the General Manager if he would contact Denise Koroslov for more information on this issue.
- She attended the Mayor's Conference.
- She attended last night's Gateway meeting.
- She took part in the Community Service Day helping at the Adult Day Care Center. She asked the General Manager to look into partnerships with them.
- She would like an update on the Holiday Festival sponsorships.

Shess made the following announcements/questions:

- He took part in the Community Service Day. He said the event had a good turn out this year. He was at Rodgers Ranch.
- He attended the Art, Jazz, and Wine Festival. He said it was a great event. He thanked the District staff for their role in the event.
- He asked if the stipend for the Ex-Officio could be raised. The General Manager said it was a Board decision, and could be placed on a future agenda.

Sterrett made the following announcements/questions:

- She took part in the Community Service Day.
- She attended the Mayor's Conference, and was glad to hear parks discussed.
- She attended the Gateway meeting and found it very interesting.
- She would be interested in researching the new drinking fountains that refill bottles.
- She thanked everyone for honoring the Bond Oversight Committee.
- She attended the library reception which had a large turn out.

STAFF ANNOUNCEMENTS

The General Manager made the following announcements:

- He announced that the East Bay Artists Guild will be having a Friday night reception.
- He invited the Board to attend the District Employee Service Award Luncheon on October 21, 2014.
- He distributed information regarding the grade the City received for the no smoking policy.
- He announced the California Special Districts quarterly meeting will be October 20, 2014 at 10:00 a.m.

ADJOURNMENT

Board Chair Sterrett adjourned the meeting at 8:43 p.m.

Robert B. Berggren, Clerk of the Board



MEMORANDUM

TO: Board of Directors
FROM: General Manager
DATE: January 12, 2015
RE: January 22, 2015 Board Meeting

Presentation and Update from the Pleasant Hill Library Task Force

Representatives from the Pleasant Hill Library Task Force will give an update and report on the Library's activities. Representatives that will be on hand and are Task Force Members include Councilmember Michael Harris, County Librarian Jessica Hudson, and City of Pleasant Hill Public Information Officer Martin Nelis. Attached to your packet is some information from the Pleasant Hill Library Task Force.

PLEASANT HILL LIBRARY TASK FORCE [FAQ's](#)

In March 2014, the Pleasant Hill City Council formed a Pleasant Hill Library Task Force “to explore the need for and feasibility of constructing a new Library building serving the residents of Pleasant Hill.” The eleven-member Task Force is composed of representatives of the following organizations:

Pleasant Hill City Council (Michael Harris and Jack Weir); Planning Commission (Bill Bankert); Pleasant Hill Education Commission (Jennifer Andersen); Contra Costa County Library (Jessica Hudson); Contra Costa County Board of Supervisors (Karen Mitchoff, alternate Lisa Chow); Mt. Diablo Unified School District Board of Trustees (Jeff McDaniels); Pleasant Hill Recreation & Park District Board of Directors (Sandy Bonato, alternate Sherry Sterrett); Pleasant Hill Library Fund (Jack Prosek); Friends of the Pleasant Hill Library (Brian Crowell, alternate Lynn Murphy); and City of Pleasant Hill representative to the Contra Costa County Library Commission (Katherine Bracken)

This all-volunteer task force is now seeking input from all Pleasant Hill residents, students & businesses about a new facility. Some background is included below with more information online at www.pleasant-hill.net/Library.

How is the current Library facility used now?

The Pleasant Hill Library sees over 1,200 visitors per day, including hundreds of teens on schooldays. Last year, over 25,000 children and their families came to events such as puppet shows, science nights, musical performances and story-times. Each story-time attracts more than 90 children ages 0-5 and their caregivers.

The Library promotes literacy for all ages with book clubs, citywide reads, and the Summer Reading Program, while encouraging digital literacy with weekly Lego robotics, 3D moviemaking, computer tutoring, and free access to 40 computers and wireless internet. Over 434,000 books, movies, magazines, and CDs were checked out last year, and circulation of children’s books continues to rise.



The Pleasant Hill Library hosts art and cultural events for all ages year-round, while engaging adults and seniors with monthly book clubs and information workshops on technology, health, genealogy and gardening. The Library is a vibrant community meeting place for students, families, and local organizations.

Why does Pleasant Hill need a new Library building?

The current Library building is over 50 years old and cannot satisfy the community’s current needs for large programming spaces and 21st century learning facilities. A new facility also opens new possibilities for extending learning opportunities and cultural offerings for community members. According to a 2007 County building condition report, the current facility has over \$10 million in deferred maintenance expenses (for example: roofing, HVAC, and parking facilities), making renovation of the existing building complex and impractical.

How will a new Library building support education in Pleasant Hill?

The landscape of education is changing rapidly with new federal & state learning standards, technology tools, and student-centered hands-on learning. A new building promises an opportunity to deepen partnerships with educators and expand resources and support for students, parents, and teachers – especially as an after-school learning environment. From reading-readiness to college-readiness, study skills to jobs skills, starting a new language, or business, or hobby – the Pleasant Hill Library will continue to foster lifelong learning for students and adults in every stage of their lives.

PLEASANT HILL LIBRARY TASK FORCE FAQ's

What will the new Library look like?

The Library Task Force is reaching out to learn more about what residents want in a new Library facility. In tours of recently built libraries in Walnut Creek, Lafayette, and Orinda, the Library Task Force identified several significant factors for a new facility in Pleasant Hill:

- Flexibility of new spaces that can change along with transformations in collections, services, and activities
- Room for large programs such as weekly story-times, and art, music, and cultural events, as well as space to simply sit and read
- Small meeting rooms to satisfy the needs of students, professionals, and small community groups
- A family-friendly atmosphere that fosters free exploration and social learning
- Space for traditional Library services as well as personal technology spaces
- Adequate parking



Where will the new Library be located?

The Library Task Force has been looking closely at a number of different sites, considering factors such as available land, proximity to schools, traffic and parking concerns, convenience to public transit, and safe pedestrian and bicycle access. There are currently several site locations being considered but a final site has not yet been selected and this will not occur without community input.

How much will a new Library building cost?

The cost will depend on many factors including the size and scope of the new facility. Recent construction of libraries in the County have involved several different streams of funding - contributions from developers, Friends of the Library & Foundation groups, private donors, bond and tax measures, as well as various grants.

Will the Library hours or staffing be increased with a new facility?

Facilities and hours are funded separately. Contra Costa County Library is responsible for daily operations of the Pleasant Hill Library. In October 2014, the Pleasant Hill Library expanded opening hours to 43 hours per week with funding for the additional hours provided by the City of Pleasant Hill. Additional staffing and hours will be examined as the process continues.

How can I give my input or get involved?

Start by going to <http://www.pleasant-hill.net/Library> to fill out a quick survey. The Library Task Force will be scheduling opportunities for residents to provide input about the new facility. Please contact the group with comments or questions online (phLibrary@pleasanthillca.org) or write to the Library Task Force at Pleasant Hill City Hall, 100 Gregory Lane Pleasant Hill, CA 94523. For additional information email mnelis@pleasanthillca.org.



MEMORANDUM

TO: Board of Directors
FROM: General Manager
DATE: January 12, 2015
RE: January 22, 2015 Board Meeting

To Consider Plans by the Pleasant Hill Baseball Association for Storage Facility at Pleasant Oaks Park (ACTION)

Pleasant Hill Baseball Association met in November with the Board of Directors. At that time, additional information was requested. Pleasant Hill Baseball Association has provided that information regarding the storage facility. Attached is correspondence Recreation Supervisor Lance Hurtado regarding the requested items.

At this time, staff is recommending the approval of the plans for the storage facility at Pleasant Hill Oaks Park.



MEMORANDUM

TO: Bob Berggren
FROM: Lance Hurtado
DATE: 1/16/15
RE: PHBA MOU

To Consider Plans by the Pleasant Hill Baseball Association for Storage Facility at Pleasant Oaks Park:

District staff has been working with PHBA on the layout and design of the storage facility to be located at Pleasant Oaks Park and constructed in the summer of 2015. Included are the plans and a color rendering of the building.

To Consider Amending Use Agreement with the Pleasant Hill Baseball Association:

District staff has been working with PHBA on an MOU for the Pleasant Oaks Park sports complex. These efforts have been made to ensure that PHBA understands their role and responsibility at Pleasant Oaks Park. This MOU grants PHBA exclusive use of the complex for their season which runs March through July and allows for two tournament dates to be scheduled with staff each calendar year. The agreement includes the aforementioned storage facility amendment.

NO.	DATE	DESCRIPTION
1	12-13-14	REVISIONS
2		ADD 8-FOOT BRUSH ROOM FOR ACCESS
3		REVISIONS
4		REVISIONS
5		REVISIONS
6		REVISIONS
7		REVISIONS
8		REVISIONS
9		REVISIONS
10		REVISIONS

PHBA MAINTENANCE BUILDING - PLEASANT OAKS PARK
 PLEASANT HILL, CONTRA COSTA COUNTY CALIFORNIA

"SITE DEVELOPMENT PLAN"

DATE: 10-14-14
 DRAWN: RSP
 CHECKED: RSP
 SCALE: AS SHOWN
 SHEET NO: SDP-3
 JOB NO: PHBA



PROPOSED MAINTENANCE BUILDING COLOR RENDERING
 SCALE: 1"=4'

KEY LEGEND

- ① 8" x 8" x 16" MASONRY BLOCK (TAN)
- ② 6'-8" x 3" STEEL DOOR (GREEN)
- ③ SHEET METAL ROOF (GREEN)
- ④ 8" x 8" x 16" MASONRY BLOCK RETAINING WALL (TAN)
- ⑤ LANDSCAPE FEATURE TO BE ATTACHED TO EXTERIOR WALL
- ⑥ LANDSCAPE FEATURE TO BE ATTACHED TO EXTERIOR WALL

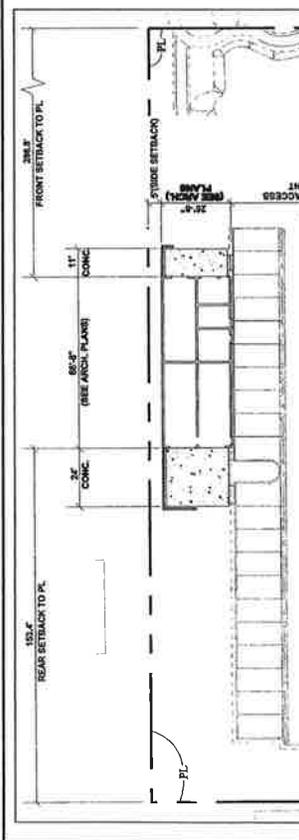
NOTE 1:

SEE ARCHITECT PLANS FOR DETAILS OF BUILDING CONSTRUCTION AND DIMENSIONS.

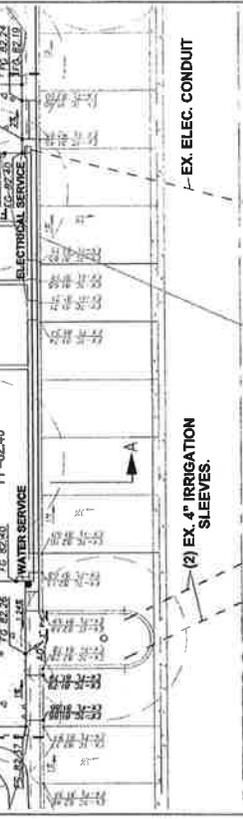
NOTE 2:

MASONRY BLOCK MANUFACTURER AND COLOR DESIGNATION SHALL BE PROVIDED BY THE RECREATION & DISTRICTS DEPARTMENT. ALL MATERIALS AND METHODS FOR ATTACHMENT TO EXTERIOR OF BUILDING SHALL BE APPROVED BY A LANDSCAPE MAINTENANCE REPRESENTATIVE FROM THE RECREATION AND PARK DISTRICT.

NO.	DATE	DESCRIPTION
1	12-13-14	ISSUE PERMIT ROOM SET, A PARK ROOM, 884
2		REVISED PER COMMENTS FROM PERMITTING

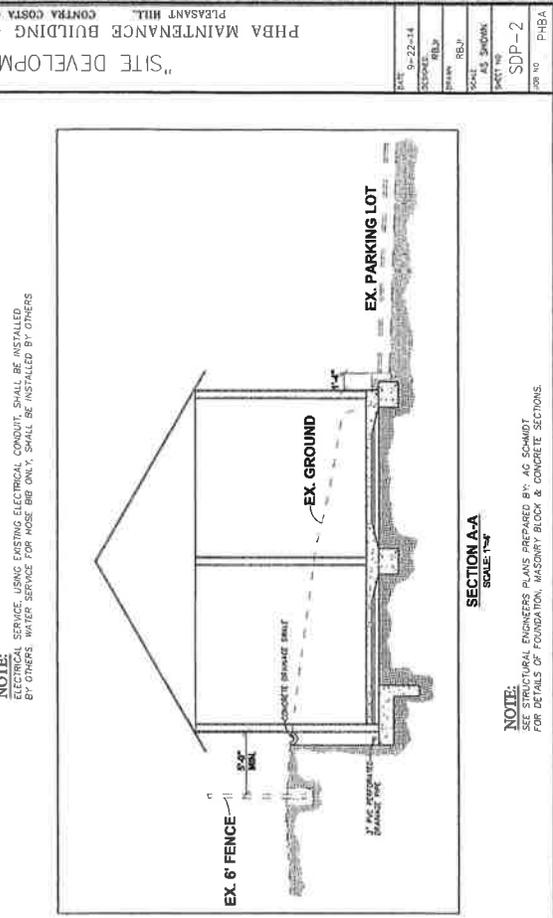


PHBA MAINTENANCE BUILDING - PLEASANT OAKS PARK
 PLEASANT HILL, CONTRA COSTA COUNTY, CALIFORNIA
 "SITE DEVELOPMENT PLAN"
 DATE: 9-22-14
 SCALE: 1/8" = 1'-0"
 DRAWN: REJ
 CHECKED: REJ
 SCALE: AS SHOWN
 PROJECT: SDP-2
 JOB NO: PHBA



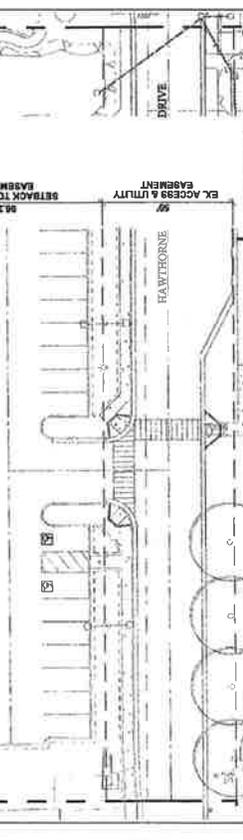
GRADING, DRAINAGE & UTILITY DETAIL
 SCALE: 1/4" = 1'-0"

NOTE:
 ELECTRICAL SERVICE USING EXISTING ELECTRICAL CONDUIT SHALL BE INSTALLED BY OTHERS.
 WATER SERVICE FOR HOSE BIB ONLY, SHALL BE INSTALLED BY OTHERS.

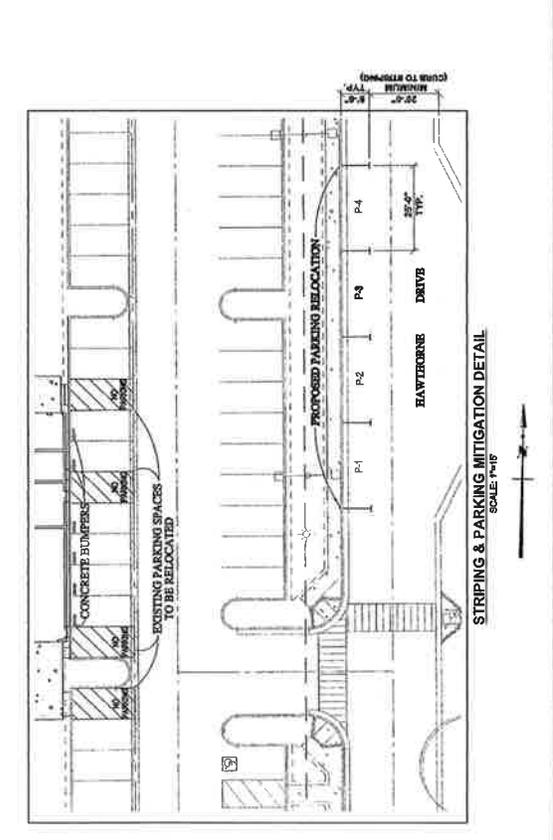


SECTION A-A
 SCALE: 1/4" = 1'-0"

NOTE:
 SEE STRUCTURAL ENGINEERS PLANS PREPARED BY AG SCHMIDT FOR DETAILS OF FOUNDATION, MASONRY BLOCK & CONCRETE SECTIONS.



BUILDING SETBACK & DIMENSION DETAIL
 SCALE: 1/8" = 1'-0"



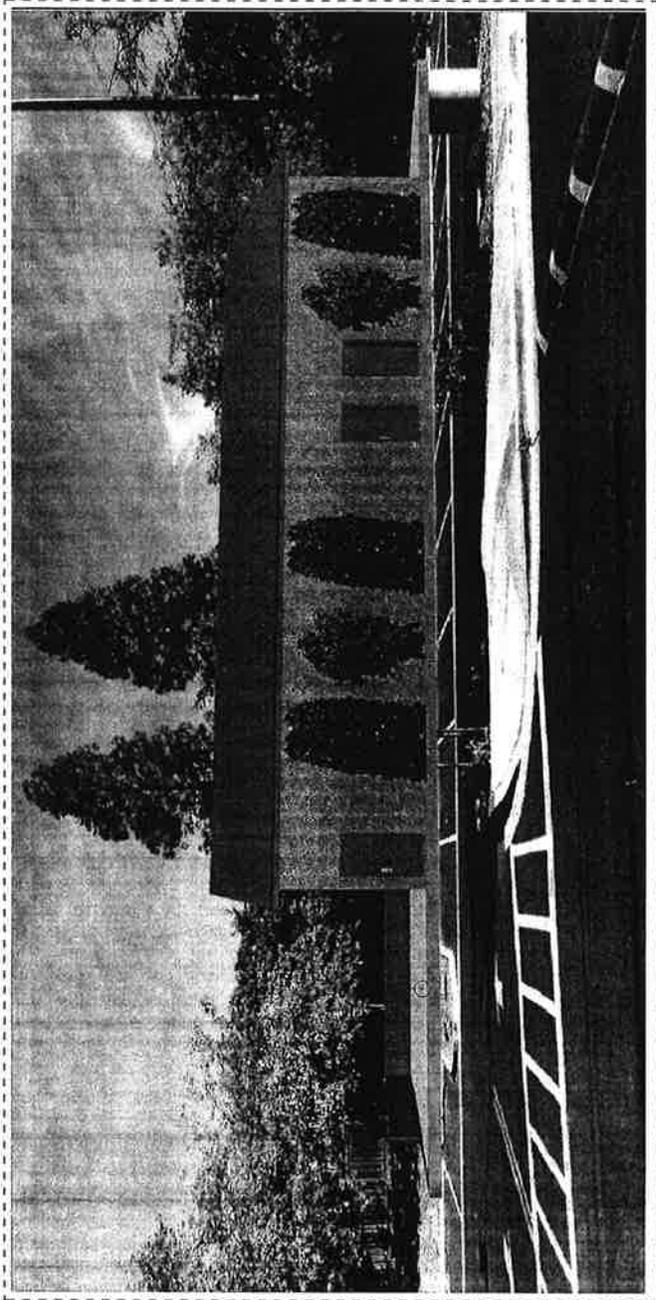
STRIPING & PARKING MITIGATION DETAIL
 SCALE: 1/4" = 1'-0"

NO.	DATE	REVISIONS
1	12-13-14	ISSUE LINKERS ROOM, REC. & PARK ROOM
		A AND B ROOMS BUILD DOOR FOR ACCESS

PHBA MAINTENANCE BUILDING - PLEASANT OAKS PARK
 PLEASANT HILL, CONTRA COSTA COUNTY, CALIFORNIA

DATE	10-14-14
DESIGNER	RDJ
DRAWN	RDJ
CHECKED	RDJ
SCALE	AS SHOWN
PROJECT NO.	SDP-3
DWG. NO.	PHBA

"SITE DEVELOPMENT PLAN"



PROPOSED MAINTENANCE BUILDING COLOR RENDERING
 SCALE 1/4"

KEY LEGEND

- ① 8" x 16" MASONRY BLOCK (TAN)
- ② 6" x 8" x 3" STEEL DOOR (GREEN)
- ③ SHEET METAL ROOF (GREEN)
- ④ 8" x 8" x 1/2" MASONRY BLOCK RETAINING WALL (TAN)
- ⑤ LANDSCAPE FEATURE TO BE ATTACHED TO EXTERIOR WALL
- ⑥ LANDSCAPE FEATURE TO BE ATTACHED TO EXTERIOR WALL

NOTE 1:
 SEE ARCHITECT PLANS FOR DETAILS OF
 BUILDING CONSTRUCTION AND DIMENSIONS.

NOTE 2:
 ALL LANDSCAPE MANUFACTURES AND COLOR DESIGNATION
 SHALL BE APPROVED BY THE RECREATION & PARK DISTRICT
 PRIOR TO CONSTRUCTION. ALL LANDSCAPING SPECIES AND
 METHODS FOR ATTACHMENT TO EXTERIOR OF BUILDING SHALL
 BE APPROVED BY THE RECREATION & PARK DISTRICT.
 THIS RENDERING IS FOR REPRESENTATIVE PURPOSES ONLY AND IS NOT
 TO BE USED FOR ANY OTHER REPRESENTATIVE FROM THE RECREATION AND PARK DISTRICT.

SHEET NOTES

1. STANDING SEAM METAL ROOFING. SEE ROOF PLAN.
2. GUTTER TO MATCH (C) BUILDING OR DET - PART.
3. BANK WALK LEADS. SEE FLOOR PLAN & SECTION. SEE 2.
4. CONCRETE FINISH. SEE FLOOR PLAN & SECTION. SEE 2.
5. FINISH FLOOR. SEE SECTION. SEE 1.
6. FINISH FLOOR. SEE SECTION. SEE 1.
7. FINISH FLOOR. SEE SECTION. SEE 1.
8. FINISH FLOOR. SEE SECTION. SEE 1.

GENERAL NOTES

1. ALL WORKING IS TO BE PART OF DESIGN/PAID SHOP BY ELECTRICAL SUBCONTRACTOR.
2. ALL NUMBERING IS TO BE DONE IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.

LEGEND

- CHG 1
- CHG 2

* CHG COLOR, SYMBOL NUMBER & METAL ROOF TO MATCH (C) BUILDING OR SITE.

PHBA MAINTENANCE BUILDING
HAWTHORNE DRIVE,
PLEASANT HILL,
CONTRA COSTA COUNTY, CA

DATE: 12-29-14
 REV. NO. REV. DATE

ELEVATIONS

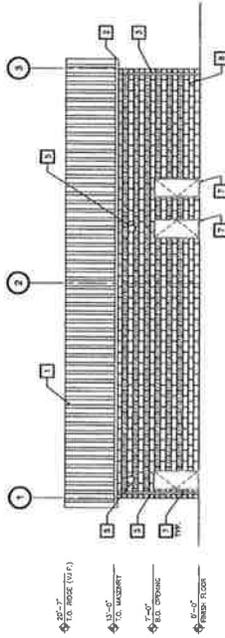
A2.0

JOB NO.:

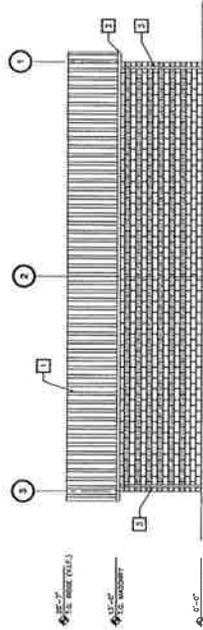


WEST ELEVATION
SCALE: 1/8" = 1'-0"

EAST ELEVATION
SCALE: 1/8" = 1'-0"



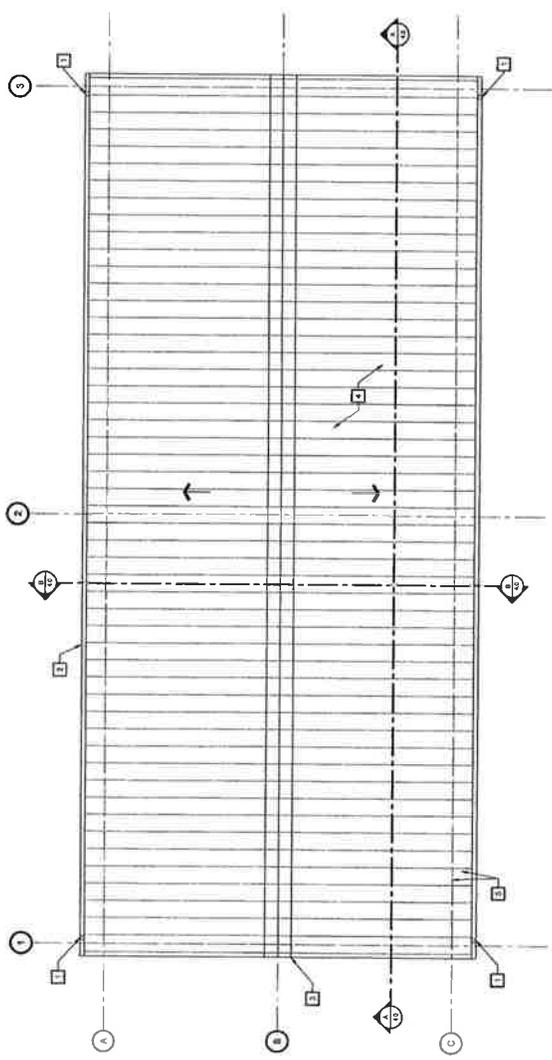
SOUTH ELEVATION
SCALE: 1/8" = 1'-0"



NORTH ELEVATION
SCALE: 1/8" = 1'-0"

SHEET NOTES

- 1. SEE WATER LEAKAGE DET. FLOOR PLAN.
- 2. SEE WATER TO MATCH (E) BUILDING ON SITE.
- 3. ROOF CAP.
- 4. STANDING SEAM METAL ROOF. SEE WALL SECTIONS AND GENERAL NOTE 1.
- 5. JOIST SPACING.



ROOF PLAN
SCALE 1/4" = 1'-0"

GENERAL NOTES

- 1. ALL ROOFING MATERIAL TO BE CLASS A.
- 2. STANDING SEAM METAL ROOF TO MATCH COLOR & PROFILE OF (E) BUILDING ON SITE.

DEVGROUP ARCHITECTS
Architecture, Planning, Management
PO BOX 6601, CONCORD, CA 94524
www.devgroupprojects.com

Contract:
Thomas Devino, Architect
Phone: (925) 396-1559
Email: tdevino@devgroup.com
devgroup.com

PHBA MAINTENANCE BUILDING
PLEASANT HILL,
HAWTHORNE DRIVE,
CONTRA COSTA COUNTY, CA

DATE: 12-28-14

REV. NO.	REV. DATE

ROOF PLAN

A3.0

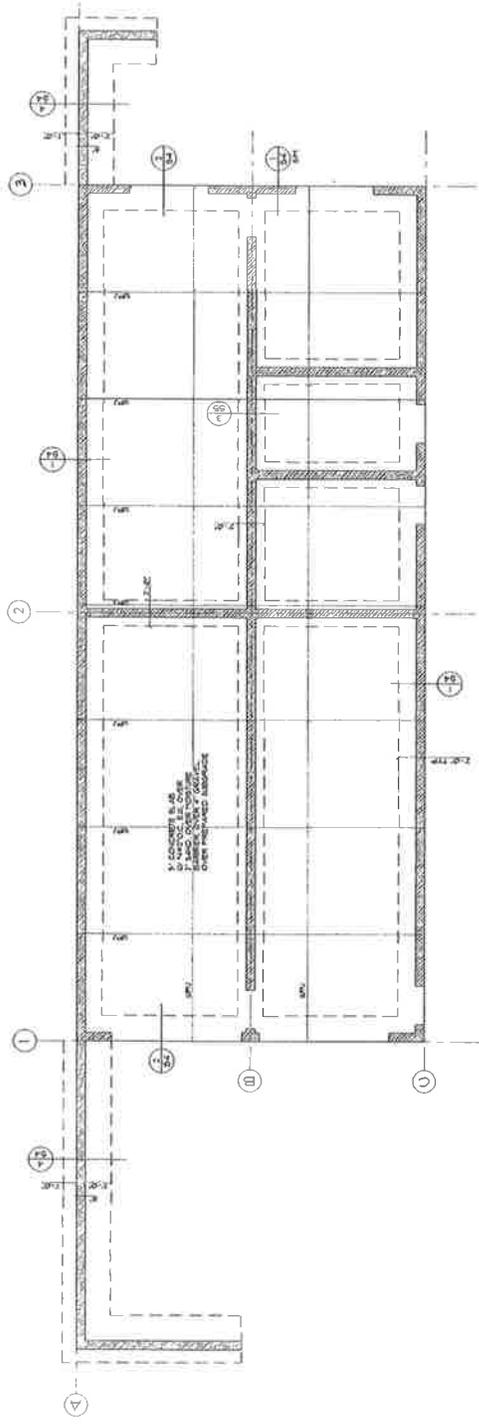
JOB NO.:

PHBA MAINTENANCE
BUILDING
Hawthorne Dr.
Pleasant Hill, CA

FOUNDATION/
FLOOR PLAN

AG SCHMIDT INC.
Mechanical Design
11115 COVELL AVENUE SUITE 200
DUBLIN, CALIFORNIA 94568
Phone: (925) 888-9130 925-3109
Fax: (925) 888-0099

REVISED



FOUNDATION/ FLOOR PLAN

LEGEND:
 - CONCRETE WALL
 - CONCRETE COLUMN
 - CONCRETE SLAB ON GRADE

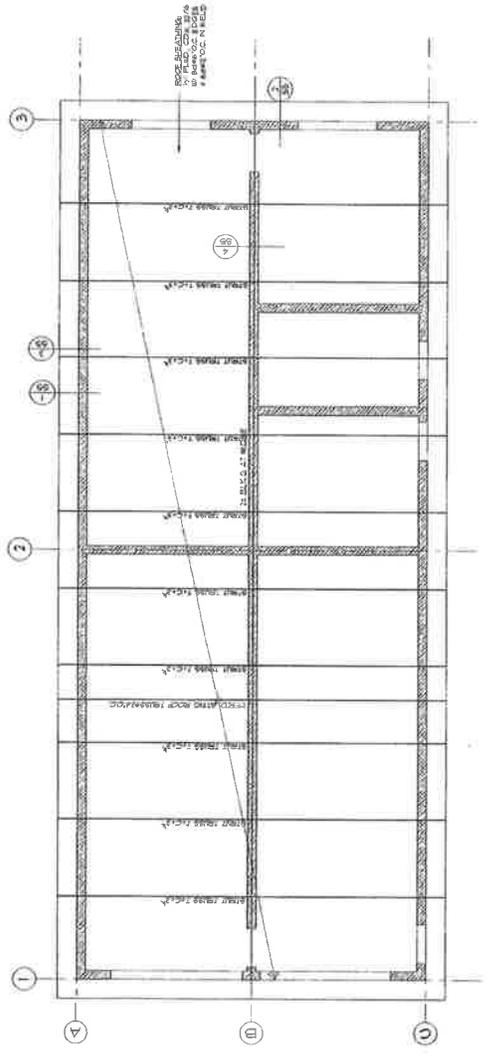
Revisions

AG SCHMIDT INC.
Structural Design
4415 Central Exp. Hwy. Suite 200
Folsom, CA 95630
Phone (925) 689-4100, 533-3169
Fax (925) 689-1899

ROOF FRAMING PLAN

PHBA MAINTENANCE BUILDING
Hawthorne Dr.
Pleasant Hill, CA

Job No.	20464
Drawn by	EB
Checked by	
Date	09-22-04
Scale	1/4" = 1'-0"
Dwg. No.	SC3
Of	3 Sheets



ROOF FRAMING PLAN

LEGEND
XXXXXX = CM WALL

Revisions:

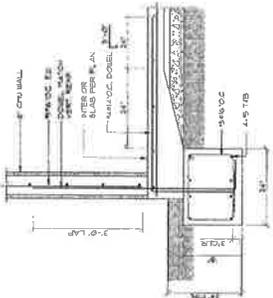
AG SCHMIDT INC.
Structural Design
4185 CENTRAL EXPRESSWAY
SAN JOSE, CA 95128
Phone (925) 899-0100, 925-0168
Fax (925) 899-2899

DETAILS

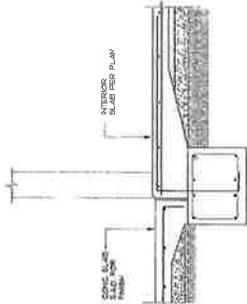
FHBA MAINTENANCE
BUILDING
Hawthorne Dr.
Pleasant Hill, CA

Job No. 201412
Drawn by EB
Checked by
Date 09-12-14
Scale

Drw. No. S4
Of 5 Sheets

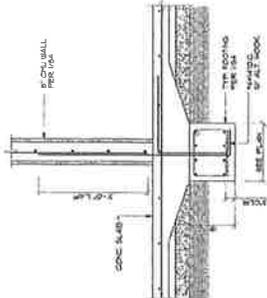


1 SECTION

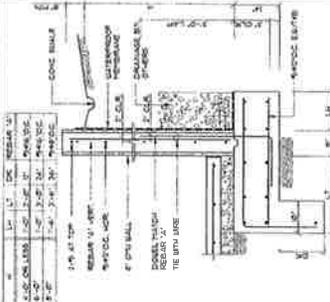


NOTE:
1 FOOTING BARS SHALL BE HOUSED LAGERS IF REQUIRED TO
2
3 FOR THESE NOTES AND FOR REFERENCE TO DETAIL 104.

2 SECTION



3 SECTION



4 SECTION

7 SECTION

10 SECTION

13 SECTION

5 SECTION

8 SECTION

11 SECTION

14 SECTION

6 SECTION

9 SECTION

12 SECTION

15 SECTION

Revisions:

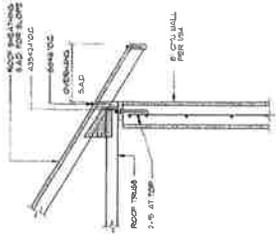
AG SCHMIDT INC.
Structural Design
415 CORNELL RD SUITE 200
COSTA MESA, CALIFORNIA 92626
PHONE (949) 440-9330 FAX (949) 440-9339

DETAILS

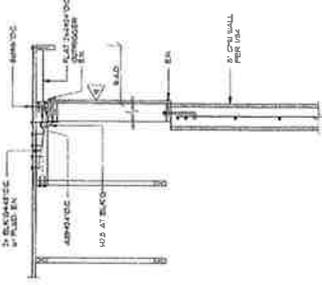
PHBA MAINTENANCE
BUILDING
Hawthorne Dr.
Pleasant Hill, CA

Job No 201404
Drawn by EB
Checked by
Date 09-22-14
Scale

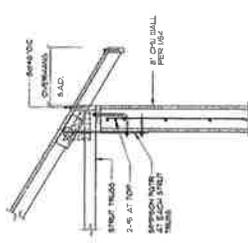
Drwg No
Of # Sheets



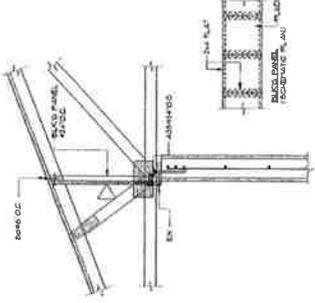
1 SECTION



2 SECTION



3 SECTION



4 SECTION

5 SECTION

6 SECTION

7 SECTION

8 SECTION

9 SECTION

10 SECTION

11 SECTION

12 SECTION

13 SECTION

14 SECTION

15 SECTION

08

**MEMORANDUM OF UNDERSTANDING BETWEEN
PLEASANT HILL BASEBALL ASSOCIATION (PHBA)
AND**

PLEASANT HILL RECREATION AND PARK DISTRICT

This MEMORANDUM OF UNDERSTANDING (MOU) is entered into this 1st day of February, 2015,

by and between the PLEASANT HILL BASEBALL ASSOCIATION, a **California 401 C(3) non profit organization (PHBA)** and PLEASANT HILL RECREATION AND PARK DISTRICT, a special District of the COUNTY OF CONTRA COSTA, a political subdivision of the State of California (DISTRICT).

RECITALS

WHEREAS, DISTRICT and PHBA mutually desire to provide for the support of youth baseball and softball programs; and

WHEREAS, PHBA desires a twenty-year agreement to operate youth baseball and softball leagues; and

WHEREAS, DISTRICT and PHBA desire to enter into this Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, DISTRICT and PHBA agree as follows:

1. SERVICES TO BE PERFORMED BY PHBA

PHBA agrees to CONTRIBUTE a per player registration fee to the DISTRICT per year. In exchange for the use of Pleasant Oaks Park facilities for the term of this Agreement, PHBA agrees that it is responsible for providing the scope of services as described in Exhibit A:

2. SERVICES TO BE PROVIDED BY DISTRICT

In consideration for PHBA'S CONTRIBUTION, the DISTRICT agrees to grant PHBA a Facility Use Permit for the term of this Agreement and shall provide the services in fulfillment of that Facility Use Permit as outlined in Exhibit B.

3. TERM

The term of this agreement shall commence February 1, 2015 and end on December 31, 2035, unless earlier terminated in accordance with this agreement.

4. TERMINATION

Both parties may terminate the agreement hereto by 60 days written notice.

Should PHBA terminate the Agreement with or without cause then any financial contributions made in furtherance of this Agreement are forfeit and shall not be reimbursed or refunded by DISTRICT.

Should the agreement be terminated by the DISTRICT within the first five years, DISTRICT agrees to reimburse PHBA that portion of the CONTRIBUTION set forth in the Re-Payment Schedule stated below.

In the event the agreement is terminated after December 31, 2020, no reimbursement will be necessary.

RE-PAYMENT SCHEDULE

DATE OF TERMINATION RE-PAYMENT AMOUNT

5. FIELD MAINTENANCE/USE COSTS

DISTRICT shall perform general maintenance on the fields to include nail dragging and scarifying once a week or as needed.

8. USE OF FIELDS

DISTRICT reserves the right to use the ball fields and retain the revenue there from during times not reserved for the use by PHBA pursuant to this agreement. DISTRICT also requests one Sunday a month be set aside for rental of the park by the DISTRICT.

9. PRIOR AGREEMENTS

This Agreement constitutes the entire contract between DISTRICT and PHBA regarding the subject matter of this Agreement. Any prior agreements, whether oral or written, between DISTRICT and PHBA regarding the subject matter of this Agreement are hereby terminated effective immediately upon full execution of this Agreement.

10. CAREGIVER OF FACILITIES

- a. During periods of its use PHBA shall assist the DISTRICT by keeping facilities safe, welcoming, and free of debris.
- b. PHBA is required to report any and all damage or acts of vandalism, needed repairs and/or safety issues to the DISTRICT promptly upon discovery.
- c. PHBA will be responsible for maintenance and use of the batting cages.
- d. PHBA agrees to remove the portable backstops on a daily basis so as to not cause damage to the turf on the south field.
- e. PHBA will be responsible for locking up the restrooms at the end of their use during their season of sport.

11. MODIFICATIONS TO FACILITY

- a. All requests for permission to modify park grounds must be brought to the attention of the DISTRICT. Requests must include a "Letter of Intent", accompanied by construction drawings and specifications. If approved, the DISTRICT will provide written permission to PHBA.
- b. PHBA is not to make any changes to the permanent structures, or add any permanent structures to the facilities without DISTRICT approval which approval will not be unreasonably withheld or delayed.
- c. Any facility malfunctions or damage is to be reported to DISTRICT. The party responsible for labor and payment for repair will be determined.
- d. No signage is to be added to facility by PHBA without prior approval from DISTRICT.
- e. PHBA is not allowed to designate the name of a field, or any portion of the facility.
- f. PHBA is not permitted to have amplified sound, or use portable lights.
- g. PHBA will give 40% of the proceeds of the sponsor wall to the DISTRICT on an annual basis. A letter of request will need to be submitted to DISTRICT, and DISTRICT permission is required to have any of these conditions reversed.
- h. PHBA will be responsible for the upkeep and maintenance of the storage building as well as the security of that facility.
- i. Storage units may be placed on facility with written permission by DISTRICT only, and units are the responsibility of the PHBA. Storage units must be in good condition at all times and any vandalism or breakage must be promptly repaired. PHBA must maintain the storage facility in a clean manner at all times. The DISTRICT assumes no liability or responsibility for any equipment or property kept in the storage areas. PHBA must provide keys to DISTRICT for all storage units, the snack shack building, locked closets and fenced areas. Any/all flammable and/or toxic substances are strictly prohibited in storage containers.

12. NOTIFICATION OF TOURNAMENTS

PHBA shall notify the DISTRICT of any upcoming tournaments that would attract more people to the facility than during a typical day of activities. PHBA shall provide the DISTRICT with at least eight weeks advance notice of any tournament.

PARKING

PHBA is responsible for coordinating parking and traffic within the park during tournaments. PHBA is responsible for monitoring overflow parking during tournaments by providing personnel to direct traffic.

PHBA is responsible to provide a sufficient number of staff/volunteers to assist with parking and traffic control. Parking is allowed in designated areas only. PHBA must observe and comply with any and all local parking rules and regulations applicable with the park. Nothing herein is intended to authorize PHBA to override the normally applicable parking regulations, nor to override the authority of official designated parking enforcement personnel of the City or County.

TRASH

The DISTRICT will assist by providing extra trash cans and liners upon request, and park maintenance staff will be notified to make additional trash pickups on dates of tournaments.

PORTABLE RESTROOMS/TOILETS

Depending upon the expected attendance, duration of the tournament, and the availability of public restrooms, PHBA may need to rent portable toilets to accommodate participants.

DISTRICT requires one toilet for every 250 people, or portion thereof. For every four portable toilets rented for an event, one must be ADA approved to meet specific guidelines set forth by the American with Disabilities Act of 1990. The number of toilets required is based upon the maximum number at an event during peak time.

FOOD VENDORS

If food is served during the tournament, PHBA is responsible to obtain a health department permit and inspection. PHBA is responsible to comply with Contra Costa County Health codes and regulations in regards to the preparation, selling, and consuming of food at DISTRICT facilities.

All restroom supplies, i.e. toilet paper and paper towels will be supplied by the DISTRICT. PHBA will pay for 50% of the cost of these supplies during their season which runs March through June.

NO ALCOHOLIC BEVERAGES POLICY

No alcoholic beverages are allowed in parks located within the Pleasant Hill Recreation and Park District.

BOOTHS/TENTS

Food Booths

A Business Operation Tax Certificate is required to sell, expose or for sale, or offer for sale any goods, wares, or merchandise within the parks. PHBA must abide by all fire department regulations that apply to booths and tents.

Vendor Booths

Vendor booths are usually similar in construction to food booths, but are meant for retail sale of non-food items. A Business Operation Tax Certificate is required to sell, expose or for sale, or offer for sale any goods, wares, or merchandise within the parks. PHBA must abide by all fire department regulations that apply to booths and tents.

BANNERS

All signs must be approved by DISTRICT before being displayed. Temporary signs for an event should be posted no more than two weeks before such event and are removed no more than five days after such event. Permanent signs might be subject to additional fees.

AMPLIFIED SOUND

If using amplified sounds, PHBA must complete a sound permit and remain on file with the District Main Office, City of Pleasant Hill Police Department.

GENERATORS

Portable generators should be placed in an area where attendees are unlikely to come into contact with them, and be placed at least 10 feet from any combustible materials. Generators shall be located a minimum of 20 feet from tents or canopies.

Refueling: When refueling a portable generator, you must wait until the generator cools, and then refill it from a self-closing safety can. A portable fire extinguisher, minimum 2A 10B: C size, with a current Fire Marshall tag attached must be on-hand and easily accessible at all times.

13. ASSIGNMENT

This agreement is for PHBA activities only and cannot be assigned to another individual or entity.

14. INDEPENDENT AGENCIES

Both parties hereto in the performance of this agreement will be acting in an independent capacity and not as agents, employees, partners, or joint ventures of one another. PHBA is not an employee of the DISTRICT and is not entitled to any of the rights, benefits or privileges of DISTRICT employees.

The services PHBA administers and performs pursuant to this agreement are intended to have the result of; improving baseball and softball skills and abilities to area youth in a fun, safe, healthful and encouraging manner through baseball and softball team practices, games, and/or tournaments. Any vending by PHBA is done independently from the DISTRICT, and the PHBA assumes responsibility for all related permits, health regulations, taxation, and auditing related to vending.

15. INDEMNIFICATION AND INSURANCE

a. PHBA shall indemnify, defend, and hold harmless DISTRICT, its officers, directors, agents, employees and volunteers from and against any and all claims, demands, actions, losses, liabilities, damages, and costs, including reasonable attorneys' fees, arising out of or resulting from the performance of this Agreement, regardless of whether caused in part by a party indemnified hereunder.

b. DISTRICT shall indemnify, defend, and hold harmless PHBA, its officers, directors, agents, employees and volunteers from and against any and all claims, demands, actions, losses, liabilities, damages, and costs, including reasonable attorneys' fees, arising out of or resulting from the performance of this Agreement, regardless of whether caused in part by a party indemnified hereunder.

c. PHBA acknowledges that all personnel furnished by PHBA to perform services pursuant to this agreement shall be agents of the PHBA and shall at all times be subject to the direct supervision and control of the PHBA. PHBA shall be solely liable for any and all injuries resulting to its agents, which may arise out of or in the course of the administration/performance of this agreement. The DISTRICT shall not be liable for any workers' compensation or other benefits accruing under federal or state law to any agents/employees of the PHBA to administer/perform services pursuant to this agreement. If PHBA has any employees, then PHBA agrees that it will, at all times during the term

of this agreement, at its own expense, obtain and keep in full force an in effect workers' compensation insurance as required by law with coverage extending to all of PHBA employees, whether permanent, temporary or seasonal.

d. Without limiting PHBA'S indemnification, PHBA shall maintain in force at all times during the term of this Agreement and any extensions or modifications thereto, general liability insurance with limits of not less than \$1 million occurrence and \$2 million aggregate. PHBA'S general liability insurance policy shall be endorsed to name the DISTRICT as an additional insured and shall include primary and non-contributory language in favor of the DISTRICT. PHBA shall furnish DISTRICT with a certificate of insurance with the required additional insured and primary and non-contributory endorsements. It is the responsibility of PHBA to notify its insurance advisor or insurance carrier regarding coverage, limits and forms specified in this Agreement. It is understood and agreed that failure to maintain insurance as required by this Agreement may be grounds for terminating the Agreement.

16. ATTORNEY'S FEES

If a party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its/their reasonable attorney's fees and legal expenses.

17. NONDISCRIMINATION

PHBA shall not discriminate with respect to race, color, religion or sex in the hiring of any employees pursuant to this contract. PHBA shall not discriminate with respect to race, color, religion or sex in the registration of any participants pursuant to this contract.

18. PARAGRAPH HEADINGS

The paragraph headings contained herein are for convenience and reference only and are not intended to define or limit the scope of this agreement.

19. ENTIRE AGREEMENT

It is mutually understood and agreed that the foregoing along with the attached Exhibits constitutes the entire Agreement between the parties. Any modifications or amendments to this Agreement must be in writing signed by an authorized agent of each party.

20. NOTICES AND COMMUNICATIONS

Any communications or notices required to implement this Agreement shall be sent by electronic mail or mail to each party as set forth below. The party and address of the party for notification under this agreement may be changed by notification given in accordance with this section.

Notice to DISTRICT shall be sent to:
Bob Berggren, General Manager
147 Gregory Lane
Pleasant Hill, CA 94523
(925) 682-0896
bberggren@pleasanthillrec.com

Notice to PHBA shall be sent to:
Mark Rolandelli, President
2 Santa Barbara Rd
Pleasant Hill, CA 94523
(925) 858-6131
m.r.c@comcast.net

IN WITNESS WHEREOF, parties hereto have caused authorized agents to execute this MOU:
Pleasant Hill Recreation and Park District
ATTEST: a dependent District of Contra Costa County

Dated: _____, 2015

President,
Pleasant Hill Baseball Association

PLEASANT HILL RECREATION AND PARK DISTRICT

Dated: _____, 2015

Chairperson
Board of Directors
Pleasant Hill Recreation and Park District

Dated: _____, 2015

Clerk
Board of Directors
Pleasant Hill Recreation and Park District

EXHIBIT A to Agreement

between the PLEASANT HILL RECREATION AND PARK DISTRICT, hereinafter referred to as "DISTRICT," and PLEASANT HILL BASEBALL ASSOCIATION hereinafter referred to as "PHBA"

The scope of services to be assumed by PHBA includes, but is not limited to:

- Organize and schedule all youth baseball and softball leagues including registration, collection of fees, marketing and printing of all materials.
- Provide staffing and pay (umpires, scorekeepers and coordinator).
- Create league schedules.
- Collect waivers, rosters, and other paperwork issues.
- Provide necessary equipment and supplies (i.e. balls, scorebooks, first aid and awards).
- Manage communications with teams, players, and staff (i.e. schedule information, rain-out notification, injuries, player misconduct, suspensions and grievances).
- Provide awards or similar prize for winning teams.
- Pay for team sideline or other web based scheduler.
- Submit league schedules to DISTRICT one month prior to the start of each season, so that proper light schedules and field maintenance schedules may be implemented.
- Notify DISTRICT of all game schedule changes and cancellations because of weather conditions.
- Make sure all teams vacate field and park promptly following the last scheduled game.
- PHBA will be required to submit a facility schedule to the DISTRICT each and every December, beginning with December 2014.

EXHIBIT B to Agreement

**between the PLEASANT HILL RECREATION AND PARK DISTRICT,
hereinafter referred to as "DISTRICT," and**

PLEASANT HILL BASEBALL ASSOCIATION hereinafter referred to as "PHBA"

The DISTRICT reserves the right to suspend field availability during periods of inclement weather, poor playing conditions, damage, (which would cause hazardous safety consideration) and for necessary field maintenance.

The DISTRICT will provide the following:

- Pleasant Oaks Park baseball and softball fields for league games.
- Ball diamond use six nights per week including Sunday afternoon until 7pm.
- General maintenance of fields including irrigation work and troubleshooting.
- Infrastructure at an acceptable level and backstops in safe condition.
- PHBA will receive priority use at no charge for the first five years of this agreement and for three weekend tournaments per year.
- Provide single contact for questions and concerns.



MEMORANDUM

TO: Board of Directors
FROM: General Manager
DATE: January 12, 2015
RE: January 22, 2015 Board Meeting

To Consider Agreement with Mt. Diablo Unified School District Regarding Tennis Court Usage at Pleasant Hill Middle School (ACTION)

Staff has met with Attorney Curt Kidder and updated the concerns regarding the agreement with Mt Diablo Unified School District regarding the usage of the tennis courts. I believe we have simplified the agreement and would like to continue the process with the approval by the Board of Directors. It was sent to the School District for their Board's approval as well. Lance Hurtado reported that it has been placed back on the School District's Consent calendar for January 26. The agreement is attached for your review.

**JOINT USE AGREEMENT
BETWEEN
PLEASANT HILL RECREATION AND PARK DISTRICT
AND
MT. DIABLO UNIFIED SCHOOL DISTRICT
REGARDING THE TENNIS COURTS AT
PLEASANT HILL MIDDLE SCHOOL**

WHEREAS,

Pleasant Hill Recreation and Park District, (hereinafter “Park District”) and Mt. Diablo Unified School District (hereinafter “School District”), are duly organized political subdivisions of the State of California; and

Education Code §§ 10900 *et seq.* authorizes and empowers public authorities to promote and conduct programs of community recreation, to establish systems of recreation, and to acquire, improve, maintain and operate recreation centers within or without the territorial limits of such districts; and

Park District is authorized, pursuant to Public Resources Code § 5786.11, to enter into a cooperative agreement with other governmental units in the execution of its authorized powers; and

School District is authorized pursuant to Education Code §§ 10902 and 10910 to enter into such an agreement for community recreational purposes; and

Park District and School District (collectively, the “Parties” and individually, a “Party”) believe that this Joint Use Agreement (the “Agreement”) will provide recreational opportunities that will benefit the entire community; and

The Parties desire to enter into this cooperative agreement for the use of certain facilities, appurtenant areas and supporting equipment at Pleasant Hill Middle School, owned by School District; and

A cooperative agreement is required to set forth the rights and obligations of the Parties in connection with the use of certain facilities.

NOW, THEREFORE,

In consideration of the terms, covenants, and conditions set forth in this Agreement for Park District's use and occupation of the tennis facilities (the "Facilities"), described further below, the sufficiency of such consideration being hereby acknowledged, the Parties agree as follows:

1. Term

This Agreement shall begin on the day that the last of the two Parties has executed this Agreement and shall end twenty (20) years from that date.

2. Scope

This Agreement concerns the use and occupation of the tennis courts and supporting equipment located at Pleasant Hill Middle School ("Tennis Courts"), and the adjacent parking lot (collectively "the Facilities").

3. Use of Facilities

a) School District shall permit Park District to use the Facilities for community recreation programs in accordance with the terms of this Agreement. The use of the Facilities by Park District shall not at any time interfere with the regular conduct of school activities nor shall such use be inconsistent with the use of said areas for school purposes.

b) During the school year the Park District shall, subject to the terms herein, have exclusive use of the Tennis Courts from 4:00 p.m. to 9:00 p.m. during each day of the week and from 7:00 a.m. to 9:00 p.m. on weekends. School District shall have exclusive use of the Tennis Courts from 7:00 a.m. to 4:00 p.m. when school is in session during the regular school year. Park District shall have exclusive use and scheduling of the Tennis Courts during the summer vacation period and when school is not in regular session.

c) Park District understands that School District may sometimes need the Facilities during a time that Park District has a scheduled use. Park District understands that School District programs and events at the Facilities take precedence over Park District programs in these situations. School District shall endeavor to provide as much notice as reasonably possible to Park District of the scheduling conflict so that Park District can inform its program participants, but at a minimum shall provide thirty (30) days' notice of such scheduling conflict.

d) Park District agrees to comply with Education Code § 10911.5 and all applicable policies established by School District for the use of the Facilities. Park District shall establish protocols to ensure that its personnel are properly trained and certified in their respective fields (if applicable), are trained in cardiopulmonary resuscitation, and that all classes are staffed and supervised by an appropriate number of personnel.

e) It is understood and agreed that all School District activities at the Facilities shall be supervised and conducted by School District, and that all Park District activities at the Facilities shall be supervised and conducted by Park District. Each district shall be responsible for said Facilities during its period of use, will bear the costs of all necessary supervising and teaching personnel during said period, and will keep the Facilities clean.

f) Park District shall not sublet or assign its use of the Facilities to any other person or entity without the express written consent of School District. In the event School District consents, said person or entity shall be allowed to use the Facilities pursuant to the terms of School District's use permit and/or this Agreement.

4. Modification of Agreement

The terms of this Agreement may be modified only by the written and executed agreement of School District and Park District.

5. Termination of Agreement

a) The Parties have the right to terminate this Agreement without cause by written notification sixty (60) days prior to the effective date of the termination. School District may, upon ten (10) days written notice, temporarily suspend usage of the Tennis Courts to the extent the costs to repair said courts to render them suitable for public use in accordance with the laws and regulations of a public agency with jurisdiction are prohibitive.

b) School District may terminate this Agreement immediately for cause. Cause shall include without limitation, the material, uncured breach of this Agreement by Park District; any act by Park District exposing School District to liability to others for personal injury or property damage; or notification from a public authority that all or a substantial part of the Facilities must be closed to public use.

6. Insurance

a) Park District shall, at its own expense during the term of this Agreement, maintain with a California admitted insurer with a rating of not less than an A- from A.M. Best Company,

an insurance-rating and information agency, a commercial general liability insurance policy with policy limits in the amount of not less than two million dollars (\$2,000,000) per occurrence. As an alternative to the requirement of maintaining such commercial general liability insurance policy, Park District may satisfy this requirement through its membership in CAPRI, a joint powers agency providing liability coverage for Park District, in an amount not less than that required by this Agreement.

b) Park District's insurance shall name School District, its employees and agents, as additional insureds with respect to liability in connection with Park District's use of the Facilities and shall provide for a thirty (30) day written notice of cancellation or reduction of such insurance to School District. Park District shall provide School District a certificate of insurance and additional insured endorsement CG 2026 0704 ["Additional Insured – Designated Person or Organization"] or equivalent evidencing School District's additional insured status.

c) Defense costs shall not erode the limits of Park District's insurance policy.

d) Park District shall not have a self-insured retention or deductible greater than \$25,000 without the consent of School District.

7. Indemnification

a) Park District agrees to defend, indemnify, and hold School District, its officers, directors, employees, and agents, harmless from and against any and all claims, suits, costs, and damages, including reasonable attorneys' fees, arising from or relating to Park District's activities at the Facilities, excepting any such claims, suits, costs, and damages caused by School District's negligence or willful misconduct.

b) Park District agrees to defend School District immediately upon tender of any claims or suits covered by the aforesaid indemnity agreement, it being the intent of the Parties that a determination of fault is not a prerequisite to the defense obligation.

8. Notices

a) Park District shall immediately notify School District in writing of any injuries requiring medical treatment beyond first aid connected with Park District's use of the Facilities. Communications shall be sent via e-mail or facsimile to the following number and address:

Jeff McDaniel: mcdanielj@mdusd.org Fax: (925) 682-4002

b) The Parties shall immediately notify each other in writing of any condition at the Facilities that are potentially dangerous or defective and also provide to the other Party any and all communications from any public agency regarding the use of the Facilities. Communications shall be sent via e-mail or facsimile to the following numbers and addresses:

School District:

Executive Director Jeff McDaniel: mcdanielj@mdusd.org Fax: (925) 682-4002

Park District:

Recreation Supervisor-

Lance Hurtado: lhurtado@pleasanthillrec.com Fax: (925) 682-1633

c) All other notices shall be sent by facsimile and first class mail to the following numbers and addresses:

Park District:

General Manager
Pleasant Hill Recreation and Park District
147 Gregory Lane
Pleasant Hill, California 94523
Facsimile: 925-____ - _____

School District:

Superintendent
Mt. Diablo Unified School District
1936 Carlotta Drive
Concord, California 94519
Facsimile: (925) _____

9. Partial Invalidity

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

10. Succession

This Agreement shall inure to the benefit of and bind any and all successors of the respective districts and all future political subdivisions to whom the Facilities herein referred to may be transferred by incorporation, annexation, unification or other consolidation.

11. Dispute Resolution

The Parties shall meet and confer and attempt to amicably resolve any dispute arising from or relating to this Agreement, subject to the following provisions:

a) Any Party desiring to meet and confer shall so advise the other Party pursuant to a written notice.

b) Within fifteen (15) days after provision of that written notice by the Party desiring to meet and confer, the Parties shall meet in person and attempt to amicably resolve their dispute. Each Party shall send to the meeting a person with full authority to resolve the dispute, and shall be prepared to devote at least an entire day thereto.

c) If any dispute remains unresolved at the end of the meeting, any Party to this Agreement shall have the right to invoke the following mediation process:

- (i) Any dispute that remains unresolved after the meet and confer shall immediately be submitted to mediation.
- (ii) The Parties agree to commit to at least one full day to the mediation process.
- (iii) The costs of the mediator will be paid for by each Party on an equal basis.
- (iv) The mediator, to be selected by mutual agreement of the Parties, shall be one from the panel of JAMS mediators, or similar.

d) No Party will be permitted to file legal action without first following the provisions in this section.

e) Venue for any legal action shall be the Superior Court of the County of Contra Costa.

IN WITNESS WHEREOF,

Mt. Diablo Unified School District of Contra Costa County, California, has, by authority of its Board of Trustees, caused this Agreement to be signed by its President and the Superintendent of said school district, and Pleasant Hill Recreation and Park District of Contra Costa County, California, has, by authority of its Board of Directors, its governing body, caused this Agreement to be signed by the Chair of the Board and attested by the Clerk of the Board as set forth below.

MOUNT DIABLO UNIFIED SCHOOL DISTRICT

Dated: _____, 2015

Superintendent,
Mt. Diablo Unified School District

Dated: _____, 2015

President
Board of Trustees
Mt. Diablo Unified School District

PLEASANT HILL RECREATION AND PARK DISTRICT

Dated: _____, 2015

Chairperson
Board of Directors
Pleasant Hill Recreation and Park District

Dated: _____, 2015

Clerk
Board of Directors
Pleasant Hill Recreation and Park District



MEMORANDUM

TO: Board of Directors

FROM: General Manager

DATE: January 12, 2015

RE: January 22, 2015 Board Meeting

To Consider Agreement with MPA Design for Design Services for the Pleasant Hill Park Pathway Replacement Project (ACTION)

This item was discussed at the last board meeting regarding contracting for professional design services for the Pleasant Hill Park Pathway Project. Attorney Curt Kidder made 9 adjustments to the professionals agreement contract that was submitted to Richard Alcina of MPA Design. The updated contract is included in the packet. Staff and the General Manager is recommending to contract with Richard Alcina with MPA Design for a total of \$12,000 for design services for the Pleasant Hill Park Pathway Replacement Project.

MPA Design

Landscape Architects
and Urban Designers

414 Mason Street, Suite 700
San Francisco, CA 94102

415-434-4664
FAX 415-434-4665

DRAFT

January 5, 2015

Mr. Tom Bradley
Mr. Bob Berggren
Pleasant Hill Recreation and Park District
147 Gregory Lane
Pleasant Hill, CA 94523

Subject: Pleasant Hill Community Park, Pathway Replacement Project

Dear Bob and Tom:

We would be happy to assist the PH Recreation and Park District with the Pathway Replacement Project at Pleasant Hill Community Park. This updated proposal reflects your comments from our 12-23-14 meeting that clarified your desired scope of design services. The assumptions we will operate under will be as follows:

1. Concrete Unit Pavers are the selected direction, and alternate paving schemes will not be explored.
2. The selected unit paver is Basalite Artisan Slate Paving Stone, but selection of color and finish will be included in our work.
3. District board meetings or City of P. H. public hearings will be handled by District staff.
4. One or two minor changes of alignment will be considered in limited areas.
5. One new curb cut for truck access off Cleveland Rd. will be included.
6. The drawings will be prepared as if the entire project is to be constructed in one phase. District staff will then determine phasing and coordinate the implementation of the phasing.
7. Drainage will be included in our scope of work in one location, an existing low spot between the baseball field and community garden. For purposes of this proposal we assume one drain structure to be connected to the existing storm drain system. Since we do not have a site survey with existing grade information, we will place the inlet as close as possible to the existing low spot on the plans, and District staff will coordinate with the contractor to insure the structure is placed at the actual low point in the field during construction.
8. District staff will provide direction concerning the cross sectional design of the unit paver/base rock section to be used under a light vehicular usage, with the existing soil conditions at this site.
9. Adjustments to existing irrigation heads will be made by District staff after the plans are complete, but before construction.

I. BASE SCOPE OF WORK

A. General: The Landscape Architect shall provide landscape architectural services as defined herein. For purposes of this agreement, the services do not include the physical construction to which the service relates.

1. Standards: The Services Shall:

- a. The Landscape Architect shall perform its services in accordance with the generally accepted professional standard of care and skill ordinarily practiced by professional consultants in like disciplines performing services of a similar nature under similar circumstances at the same time and in the same locale. It is understood that the Landscape Architect makes no warranty or guarantee, either expressed or implied under this Agreement or otherwise, in connection with the Landscape Architect's services.
- b. The Landscape Architect will exercise due professional care to comply with applicable laws, rules, codes, regulations, and orders of any governmental or public authority having jurisdiction over the Work in force at time of issuance of documents for bid.

2. Other Contracts: The Owner acknowledges and agrees that other contracts for work on the Project shall not extend the duties or liabilities of the Landscape Architect beyond those in this Agreement. The Landscape Architect shall cooperate with any other contractors retained by the Owner. All indemnity and hold harmless provisions in the construction contracts shall indemnify the Landscape Architect to the same extent as the Owner is indemnified.

3. Cost Estimate Preparation: Any opinions of probable construction cost provided by the Landscape Architect are made on the basis of the Landscape Architect's experience and qualifications and represent the Landscape Architect's best judgment as an experienced and qualified professional generally familiar with the industry. However, since the Landscape Architect has no control over the cost of labor, materials, equipment, or services furnished by others, or over the contractor's methods of determining prices, or over competitive bidding or market conditions, the Landscape Architect cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable Construction Cost prepared by the Landscape Architect. If Owner wishes greater assurance as to probable construction cost, Owner shall employ an independent cost estimator.

4. Project Area: The primary interior pathway at Pleasant Hill Community Park, as delineated on the attached Exhibit B.

B. SERVICES

1. CAD background preparation using the existing Mitchell background, site review to inventory existing conditions, and add the Sr. Center and Teen Center to the overall CAD background.

Task 1 fee: \$1,000

- 2. Schematic Design:
 - a. Layout design, scope determination and CAD drawing preparation.
 - b. Research Unit Paver selection, edging, and cross section. Coordinate with manufacturers.
 - c. Prepare photo and sample exhibit.
 - d. Cost estimating.
 - e. Misc. coordination and one meeting with District staff
 - f. One presentation with Board of Directors.Task 2 fee: \$3,600

- 3. Construction Documents:
 - a. Site review to confirm existing Conditions.
 - b. Misc. coordination w/ District.
 - c. Demolition Plan.
 - d. Layout Plan, (materials & horizontal control) notes, legends.
 - e. Drainage elements, to be shown on Layout plan.
 - f. Pavement & drainage details.
 - g. Specifications.
 - h. Meetings: none.
 - I. Submit for City review for the driveway curb cut only, and make the required revisions.Task 4 fee: \$7,100

C. Compensation:

Base Scope Labor Fee, (Tasks A1-4):	\$11,700
Estimated Reimbursable Expenses:	<u>\$300</u>
Total Proposed Compensation:	\$12,000

II. OPTIONAL AND NOT INCLUDED TASKS

- A. OPTIONAL TASKS, not included in Base Scope above, but available on an additional hourly rate basis if necessary:
 - 1. Additional schematic concept exploration or exhibit preparation.
 - 2. Construction period consulting or review services.
 - 3. Licensed Civil Engineer review, stamp & sign drainage and driveway.
 - 4. Public meetings / hearings.
 - 5. Additional coordination meetings beyond those included in the Base Scope of Work.
 - 6. If additional services are required to assist with City review, or if additional work products are needed as a result of City review, we will provide a separate proposal at that time.
- B. TASKS NOT INCLUDED:
 - 1. Site survey or inventory/documentation of existing features.
 - 2. Geotechnical or Civil Engineering services or recommendations. Unit paver cross section design.

3. Ordinance compliance calculations / documentation other than Construction Documentation noted above.
4. "C3" filtration planters or bioswales, grading design.
5. Modification of existing utilities. Drainage design other than the drainage structure noted above.
6. Planting and Irrigation modifications or design of new improvements.
7. Plans for more than one phase of construction.
8. Bid and Construction Services.
9. Record Drawings.

III. INSURANCE

- A. Provision By Landscape Architect: During the performance by Landscape Architect of services under this Agreement, Landscape Architect shall maintain in full force and effect, at Landscape Architect's own expense, insurance coverage to include:
 1. Workers' Compensation coverage, as required by law;
 2. Employer's Liability coverage, with limits of at least \$100,000 per occurrence;
 3. Professional liability (errors and omissions) insurance: \$1,000,000.
 4. General Liability and Automobile coverage (owned, non-owned (and hired), with personal injury limits of at least \$1,000,000 combined single limit.Landscape Architect shall provide Owner with documentation of the required insurance prior to commencement of the services hereunder.

IV. TERMINATION, SUSPENSION OR ABANDONMENT

- A. This agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this agreement through no fault of the party initiating the termination.
- B. If the project is suspended by the Owner for more than 30 consecutive days, the Landscape Architect shall be compensated for services performed prior to notice of such suspension. When the project is resumed, the Landscape Architect's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the Landscape Architect's services.
- C. This agreement may be terminated by the Owner upon not less than seven days' written notice to the Landscape Architect in the event that the project is permanently abandoned. If the project is abandoned by the Owner for more than 90 consecutive days, the Landscape Architect may terminate this agreement by giving written notice.
- D. Failure of the Owner to make payments to the Landscape Architect in accordance with this agreement shall be considered substantial non-performance and cause for termination.
- E. If the Owner fails to make payment when due the Landscape Architect for services and expenses, the Landscape Architect may, upon seven days' written notice to the Owner, suspend performance of services under this agreement. Unless payment in full is received by the Landscape Architect within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the Landscape Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services.

F. In the event of termination not the fault of the Landscape Architect, the Landscape Architect shall be compensated for services performed prior to the effect date of termination, together with reimbursable expenses then due.

G.

H. In the event that the Owner terminates this Agreement prior to completion of the services hereunder, or the Owner chooses to engage the Landscape Architect for partial or less than full services throughout any phase of the Work, and Owner uses the incomplete work of Landscape Architect for the Project, the Owner agrees to indemnify, defend and hold the Landscape Architect harmless from and against any and all claims, suits, demands, losses, and expenses, including reasonable attorneys' fees, accruing or resulting to any and all persons, firms, or any other legal entity, on account of any damage or loss to property or persons, including death, arising out of or in connection with the design of the Project, excepting such claims, suits, demands, losses and expenses caused by or alleged to have been caused by Landscape Architect's negligence or willful misconduct.

V. MEDIATION

In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, Owner and the Landscape Architect agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to non-binding mediation. The mediator shall be selected by mutual agreement of the parties and shall be from a panel of JAMS mediators or similar. The parties shall equally share the cost of the mediator and other mediation expenses. Neither party shall file a legal action until the mediation process has been completed or waived by the parties; however, the parties shall otherwise comply with the claim requirements set forth in the California Government Code.

VI. OWNERSHIP OF DOCUMENTS

The drawings, specifications and other documents prepared by the Landscape Architect and the Landscape Architect's consultants shall be the property of the Owner, upon payment of all fees and expenses owed under this Agreement. Any use of such documents by the Owner or others, on any project other than this project shall not extend the liability of the Landscape Architect or the Landscape Architect's consultant to such other projects. The Landscape Architect retains the copyright of the ideas and designs delineated in the plans, specifications and all standard details, drawings and documents. In the event of any unauthorized use, reuse or modification to the Landscape Architect's drawings, specifications and other documents without Landscape Architect's consent by Owner or by any persons, firms or legal entities with Owner's consent, the Owner agrees to indemnify, defend and hold the Landscape Architect, its employees and subconsultants, harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including reasonable attorneys' fees and all legal expenses and fees incurred on appeal, and all interest thereon, accruing or resulting to any and all persons, firms, or any other legal entities, on account of any damages or losses to property or persons, including death, or economic losses arising out of such unauthorized use, reuse or modification of the Landscape Architect's drawings, specifications and other documents, excepting such claims, liabilities, suits, demands, losses, costs and expenses, including reasonable attorneys' fees and all legal expenses and fees incurred on appeal, and all interest thereon, caused or alleged to have been caused by Landscape Architect's negligence or willful misconduct.

XII. INDEMNIFICATION

To the maximum extent permitted by law, Owner shall indemnify, assume the defense of and hold harmless the Landscape Architect, its agents, employees and consultants from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including but not limited to all attorney fees and other costs of defense, arising out of or alleged to arise out of or in any way connected with the Project or the activities carried out pursuant to this agreement, or from conditions pre-existing at said Project, excepting only such claims or losses caused or alleged to have been caused by Landscape Architect's negligence or willful misconduct.

Landscape Architect agrees to indemnify, defend and hold harmless Owner, its Board of Directors, officers, employees, agents and contractors, from and against any and all claims, liabilities, suits demands, losses, costs and expenses, including reasonable attorneys' fees and other legal expenses, arising out of or alleged to arise out of or in any way connected with the Landscape Architect's services provided under this agreement, excepting only such claims, liabilities, suits, demands, losses, costs and expenses, including reasonable attorneys' fees and other legal expenses caused or alleged to have been caused by Owner's negligence or willful misconduct.

These provisions shall survive termination of this agreement.

XIV. MISCELLANEOUS PROVISIONS

- A. Unless otherwise provided, this Agreement shall be governed by the laws of the State of California. Any action regarding any dispute or interpretation of this agreement shall be filed in courts of the County of Contra Costa.
- b. The Owner and Landscape Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither Owner nor Landscape Architect shall assign this Agreement without the prior written consent of the other.
- c. This Agreement represents the entire and integrated agreement between the Owner and Landscape Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Landscape Architect.
- d. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Landscape Architect.
- e. Unless otherwise provided in this Agreement, the Landscape Architect and Landscape Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.
- f. The Landscape Architect shall have the right to include representations of the design of the Project among the Landscape Architect's promotional and professional materials.
- g. The Owner hereby agrees that to the fullest extent permitted by law, and excepting acts of willful misconduct, the Landscape Architect's total liability to Owner any or all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes including but not limited to the

Landscape Architect's negligence, errors, omissions, breach of contract or breach of warranty shall not exceed the limits of Landscape Architect's insurance policies.

- h. Should any legal proceeding be commenced between the parties to this Agreement seeking to enforce any of its provisions, including, but not limited to, fee provisions, the prevailing party in such a proceeding shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for attorneys' fees which shall be determined by the court or forum in such a proceeding or in a separate action brought for that purpose; however, such fee shall not exceed \$200 per hour. For purposes of this provision, "prevailing party" shall include a party which dismisses an action for recovery hereunder in exchange for payment of the sum allegedly due, performance of covenants allegedly breached, or consideration substantially equal to the relief sought in the action or proceeding.
- i. Except in events involving willful misconduct, such as fraud, shall the officers, directors, shareholders, owners, members, partners or employees of the Landscape Architect, or the Landscape Architect's consultants be personally liable for any obligation under this Agreement, for any alleged breach of this Agreement, for any direct, indirect, incidental or consequential losses or damage of any kind or nature whatsoever, provided that the Landscape Architect is properly organized, maintained, and capitalized. Except as otherwise provided herein, the Owner agrees that its sole and exclusive remedy for any and all obligations and claims shall be against the Landscape Architect and not against any officer, director, shareholder, owner, member, partner or employee. Owner and the Landscape Architect expressly waive any applicable statute or regulation to the contrary.
- j. Landscape architects are regulated by the State of California. Any questions concerning a Landscape Architect may be referred to: Landscape Architects Technical Committee, 2420 Del Paso Rd., Suite 105, Sacramento, CA 95834. Phone: (916) 575-7230.

If acceptable, please confirm your approval by signing below, and return a copy to us. Please call if there are any questions.

Sincerely,
MPA Design



Richard Alcina
Principal

APPROVED AND ACCEPTED:
Pleasant Hill Recreation and Park District
By:

(signature)

(printed name and title)

Date:



MEMORANDUM

TO: Board of Directors
FROM: General Manager
DATE: January 12, 2015
RE: January 22, 2015 Board Meeting

Reports and To Set Board Committee Meeting Dates

- a. Land and Facility Development Committee**
- b. Personnel Committee**
- c. Budget Committee**
- d. Program Committee**

As stated at the last Board Meeting, this agenda item will continue throughout the year regarding setting up committee meetings as well as reports from the Committees. Attached in your packet are agendas from the most recent Committee meetings.



147 Gregory Lane
Pleasant Hill, CA 94523
(925) 682-0896
(925) 682-1633 fax
pleasanthillrec.com

Board of Directors AGENDA

PLEASANT HILL RECREATION & PARK DISTRICT

Documents that are disclosable public records required to be made available under California Government Code Section 54957.5 (b) (1) and (2) are available to the public for inspection at no charge during business hours at our administrative office located at 147 Gregory Lane, Pleasant Hill, California.

The Pleasant Hill Recreation & Park District will provide reasonable disability-related modification or accommodation to a person with a disability who requires a modification or accommodation in order to participate in the meeting of the Board of Directors. Please contact Susie Kubota (925) 682-0896 at least 48 hours before the meeting if you require such modification or accommodation.

**Pleasant Hill Recreation & Park District
Board of Directors
Land and Facility Development Committee
Thursday, February 5, 2015
12:00 p.m.
Administration Office
147 Gregory Lane, Pleasant Hill**

Chair: Zac Shess
Member: Bobby Glover

1. Public Comment
2. To Review Disc Golf at Paso Nogal Park



Board of Directors AGENDA

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MISSION STATEMENT

In order to serve the diverse recreational needs of individuals and families and to enrich the quality of life for all residents, the Pleasant Hill Recreation & Park District is committed to providing park facilities, open space, and programs and activities for all ages.

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**Pleasant Hill Recreation & Park District
Board of Directors
Personnel Committee
Friday, January 23, 2015
9:00 a.m.
Administration Office
147 Gregory Lane, Pleasant Hill**

Co-Chair: Bobby Glover & Dennis Donaghu

1. Public Comment
Public comment will be limited to five minutes per person with a maximum time of thirty minutes unless further time is granted by the presiding officer. The public may speak regarding agenda items at the time the matter is taken up. Non-agenda items can be addressed under Public Comment.
2. Six Month Evaluation of District Organizational Changes
 - (a) To Consider Position Upgrades:
 - (i) Facility Supervisor
 - (ii) Recreation & Parks Manager
 - (iii) Park Maintenance Supervisor
3. Presentation of District Policy Handbook
 - (a) To Consider Review of Policy Handbook



Board of Directors AGENDA

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**Pleasant Hill Recreation & Park District
Board of Directors
Budget and Finance Committee
Thursday, January 22, 2014
4:00 p.m.
Administration Office
147 Gregory Lane, Pleasant Hill**

Chair: Sandy Bonato
Member: Zac Shess

1. Public Comment
2. Update on FY 2014-15 Budget
3. To Consider Two Year Budget for FY 2015-16, 2016-17
4. To Review Capital Projects for FY 2014-15
 - a. PH Park Pathway Project
 - b. Senior Center Blinds

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B U D G E T S C H E D U L E

DATE: January 13, 2015

TO: Board of Directors

FROM: General Manager

RE: Budget Schedule

CC: Staff

The following is the budget schedule for returning to a two-year budget; Fiscal Year 2015 -16, 2016 - 17. Fiscal Year 2014 - 15 will include the final projections and recommended amendments to the budget.

January 22	Initial Meeting of Budget Committee
March 30	February Financial Report Available
April 8	First Draft from Staff to General Manager
April 9 - 24	Review by General Manager
April 27 - 30	Budget & Finance Committee Meet with General Manager
April 29	Administrative Staff Review of Budget
April 30	3 rd Quarter Financial Report Available
May 7	Distribution of Draft Budget to Board of Directors
May 11 – 21	Presentation to Budget & Finance Committee*
May 21	Adopt Preliminary Budget for FY 2015 – 16 & 2016 – 17, and Amend FY 2014-15 Budget by Board of Directors
June 11, 25	Public Hearings on Budget for FY 2015-16 & 2016-17
July 9, 23	
June 25	Public Hearings on Assessment Districts Adoption of the Assessment District Budgets
July 23	Adoption of Final FY 2015 -16, 2016 - 17 Budget

* Budget & Finance Committee – Chair Sandy Bonato, Member Zac Shess. Initial meetings will be set the week of May 11th; additional meetings will be set as necessary.

All dates in **bold** are regularly scheduled Board of Director Meetings.



MEMORANDUM

TO: Bob Berggren

FROM: Kendra Luke, Senior Center Supervisor

DATE: 1/14/15

RE: Window Shades in the Chateau Room at the Senior Center

Currently an entire wall of the Chateau Room is windows which provides a great view but also creates challenges when programming for events that need the room to be dark or darker than we can currently make it. These events include not only Senior Center and Senior Club programs but also rentals, District special events and adult classes/programs.

Original plans for the building included shades for the Chateau and Dining Room windows however; due to budget constraints these features were removed from the design. Now entering its third year in operation, the Senior Center would benefit greatly from the addition of window shades in the Chateau Room.

The Senior Club recently paid for the installation of window shades in the Dining Room at a total cost of \$2,125.80. This recent addition has improved the aesthetics of the room as well as the function for various programs including CC Café, CMP Series and outside rentals.

The estimates received for window shades in the Chateau Room were approximately \$15,875 which includes manual shades on the lower windows and battery operated shades on the upper windows.

The Senior Club would like to propose splitting the cost of the window shades in the Chateau Room with the Pleasant Hill Recreation and Park District. The addition of the shades in the Chateau Room would not only add value aesthetically but they would also aid in improving the overall quality of programming and events held by PHR&PD in the Chateau Room.

Staff would like to recommend the District split the cost of the Chateau Room window shades with the Pleasant Hill Senior Club for an approximate cost of \$8,000 to each.



Board of Directors AGENDA

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**Pleasant Hill Recreation & Park District
Board of Directors
Program Committee
Wednesday, January 14, 2015
4:00 p.m.
Administration Office
147 Gregory Lane, Pleasant Hill**

**Chair: Dennis Donaghu
Member: Sherry Sterrett**

1. Public Comment
2. Overview of Spring Summer 2015 SPOTLIGHT
3. Input and Ideas by Program Committee

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