



Board of Directors AGENDA

PLEASANT HILL RECREATION & PARK DISTRICT

147 Gregory Lane
Pleasant Hill, CA 94523
(925) 682-0896
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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.

**ADMINISTRATION OFFICE
147 GREGORY LANE, PLEASANT HILL
CONFERENCE ROOM**

**Land and Facility Development Committee Meeting
Tuesday, October 25, 2016
3:00 p.m.**

Chair: Bobby Glover
Member: Sandy Bonato

1. Call to Order
2. Roll Call
3. Public Comment
Five minutes may be allotted to each speaker and a maximum of twenty (20) minutes to each subject matter. The public may speak regarding agenda items at the time the matter is taken up. Non-agenda items can be addressed under Public Comment.
4. Review and Recommendation Regarding Final Draft of Rodgers Ranch Operators Agreement (Attachment A)
5. Review Proposed Ordinance Regarding Regulating Vehicles on District Property (Attachment B)
6. Items for future discussion

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.

STAFF REPORT



To: Land and Facilities Committee
From: Michelle Lacy, General Manager
Re: Review and Recommendation Regarding Final Draft of Rodgers Ranch Operators Agreement

BACKGROUND:

At its regular meeting on September 27, 2016, the Pleasant Hill Recreation and Park District (PHRPD) Land and Facilities Committee reviewed a draft version of the Rodgers Ranch Operators Agreement and provided suggestions for changes for the final version. On Thursday, September 29, I attended the Rodgers Ranch Heritage Center (RRHC) Board meeting to discuss the contract and answer questions regarding implementation.

DISCUSSION:

The proposed Operators Agreement with changes since the last meeting is attached as Exhibit 1. The major changes include:

Section 7(c) The PHRPD General Manager will assign a staff liaison to attend RRHC Board meetings, provide technical assistance, and oversee implementation of the agreement

Section 7(e) PHRPD will assist in the promotion, advertising, and registration of activities and events sponsored by RRHC. Submission for inclusion in the District's Spotlight publication must be provided in accordance with the production schedule which will be provided on an annual basis.

Section 8 PHRPD will conduct an annual inspection of the Ranch House

It is recommended the Land and Facilities Committee review the proposed Operators Agreement and recommend adoption by the full Board of Directors at the November 3, 2016 special meeting.

Exhibit 1: Proposed Operator Agreement for Rodgers Ranch Historical Site

PLEASANT HILL RECREATION AND PARK DISTRICT

OPERATOR AGREEMENT
RODGERS RANCH HISTORICAL SITE

This Operator Agreement is entered this ___ day of _____, 2016, by and between the Pleasant Hill Recreation and Park District, a California special district ("District"), and Rodgers Ranch Heritage Center ("RRHC"), a California non-profit corporation, in regards to the operation and use of the Rodgers Ranch Historical Site.

RECITALS

A. The District owns the Rodgers Ranch Historical Site, located at 315 Cortsen Road, Pleasant Hill, California 94523, consisting of the Ranch House, a barn, landscaping, other improvements and open space ("Rodgers Ranch" or "Site") and as shown on the Rodgers Ranch Site Plan, which is attached hereto as Attachment A and incorporated herein by reference.

B. RRHC and its community partners, the Contra Costa Succulent Garden Club, the Northern California Unit of the Herb Society of America, Pleasant Hill Historical Society and Rodgers Ranch Urban Farm, have a primary purpose of creating community by preserving history and fostering sustainable living. RRHC, in its use and operation of portions of Rodgers Ranch, intends to work cooperatively with the District to provide for community recreational activities and the public's use and enjoyment of Rodgers Ranch through programs, displays and education of the history of the ranch and its structures and through holding community events and other uses.

C. RRHC has operated and used Rodgers Ranch since approximately 1980, has made certain improvements to the premises and has continuously provided educational and other community events to the public. RRHC intends to continue to make improvements to Rodgers Ranch and to provide educational and other community events.

D. This Operator Agreement is to set forth the understandings of the parties and the terms and conditions by which RRHC will continue to use and operate Rodgers Ranch and to restore, improve and maintain the Site.

NOW, THEREFORE, for good and valuable consideration, and faithful performance of the terms and conditions and covenants contained herein, the parties agree as follows:

1. Operation of the Site. District hereby engages RRHC, subject to the terms and conditions stated herein, to operate, improve and maintain Rodgers Ranch in cooperation with the District. The Site shall be used and operated solely and strictly for community recreation and park purposes as required by the California Public Resources Code (Sections 5780 et seq.). RRHC shall operate, improve and maintain the Site as a

community park, allowing members of the public to enter on to, attend events at and otherwise use the Site during regular park hours for recreational purposes. While RRHC is engaged on a non-exclusive basis to operate, improve and maintain Rodgers Ranch, it shall remain the property of the District and RRHC shall not acquire any ownership rights, title or occupancy rights of any kind to the Site under this Operator Agreement or otherwise.

2. Operator Parties. RRHC shall be responsible for the actions of its community partners and take such actions to ensure that they comply with the duties, terms and conditions contained herein. RRHC shall submit to the District a copy of such agreements that RRHC enters with each of its community partners to assure their compliance with this Operator Agreement. RRHC shall notify the District should any community partner terminate its use of the Site or should a new community partner be added and RRHC shall provide the District with a copy of the agreement with that community partner to assure compliance with this agreement.

3. Condition of Premises. RRHC acknowledges that it has operated and maintained Rodgers Ranch for approximately 36 years prior to the commencement of the term of this Operator Agreement and is aware of the condition of the Site. RRHC agrees to accept the Site in its present condition, "As Is", and that the District is not obligated to make any alterations, additions, betterments or repairs to the Site except as may otherwise be provided in this Operator Agreement.

4. Term. The term of this Operator Agreement shall be for a period of twenty (20) years, effective upon the full execution hereof, unless terminated earlier pursuant to the terms herein ("Term"). The Term may be extended by written agreement of the parties as approved by the District's and RRHC's Board of Directors.

The parties recognize that the capabilities and the interests of RRHC may change and that the needs of the District for recreational facilities and programs may also change during the Term. In an effort to keep this Operator Agreement consistent with those changes in operational needs, development progress and maintenance programs, it is agreed that review of this Operator Agreement will be scheduled at least at five (5) year intervals. Any changes to the Operator Agreement as a result of such review, including an extension of the Term, shall be documented by an amendment hereto.

5. Termination. This Operator Agreement may be terminated by either party upon six (6) months written notice. This Operator Agreement may also be terminated by either party in the event the other party fails to perform any of its duties or obligations hereunder. The party seeking to terminate this Operator Agreement shall give the defaulting party written notice and an explanation of the defaulting party's failure of performance hereunder. Following receipt of such notice, the defaulting party shall have a period of sixty (60) days within which to correct said default. If the defaulting party fails to correct the default within said sixty (60) day period, or to commence correction within said period when the cure will take longer than sixty (60) days, this Operator Agreement shall terminate.

Unless otherwise agreed to by the parties, RRHC shall, within sixty (60) days following the expiration of the Term or the earlier termination of this Operator Agreement, remove all of its personal property and fixtures from the Site, including furniture, office equipment, memorabilia, exhibits, supplies, artifacts, souvenirs, and merchandise. If RRHC fails to remove all of its personal property and fixtures from the Site at the end of the sixty-day period, then the District may dispose of it or use it for its own purposes without any payment to RRHC. RRHC shall leave the Site in good condition and repair as determined by the District. Upon termination of this Operator Agreement, neither party shall have any further obligations to the other, except as stated otherwise herein.

6. Operator Fee. The District shall not pay RRHC an operator fee for its services hereunder. RRHC may charge fees, in amounts approved by the District, for admission to its exhibits and displays and for its educational programming and events. Such fees shall be used to fund RRHC's cost incurred in performing its duties and obligations hereunder. RRHC may also perform fund raising and sell merchandise as further set forth herein.

7. Use of Rodgers Ranch.

a) Use: RRHC shall use the Site to assist the District in providing community recreation activities as allowed under the California Public Resources Code and in a manner consistent with RRHC's Mission Statement, Statement of Purpose and the Master Plan, which are identified as Attachments B, C and D, respectively, and attached hereto and incorporated herein by reference. Specifically, RRHC will use the portions of the Site as follows:

- 1) Farm House
- 2) Gardens
- 3) Parking Lot
- 4) Community Garden

b) Special Events: RRHC may use the Site for four special events per year. RRHC shall request District approval of a special event at least sixty (60) days prior to the proposed date of the event. A special event includes conferences, expositions and festivals and similar events at which fifty (50) or more persons will attend, which could impact parking on the Site and adjacent streets or which could raise health and safety concerns. RRHC shall take the necessary actions for special events to ensure the health and safety of members of the public attending the event. The District may impose additional conditions for the holding of special events at the Site. RRHC may hold additional special events at the Site with the prior written approval of the District.

c) Supervision: RRHC shall be responsible for **opening Rodgers Ranch when needed and ensuring that the Site is secured at the close of operation.** RRHC shall be responsible for the set-up of the Site for such programs and special events and for the break-down and cleaning of the Site following such programs and special events. RRHC

shall provide adequate supervision and security for all programs and special events to ensure the health and safety of members of the public. **PHRPD staff liaison will be assigned by the General Manager to attend RRHC board meetings, provide technical assistance, and oversee implementation of this agreement.**

d) **Signs:** RRHC shall not place any signs at Rodgers Ranch without the prior written consent of the District and compliance with all applicable governmental requirements, if any. RRHC shall submit to the District documentation and information showing the sign, its size, materials and location of installation or posting. Any such sign installed or posted shall be removed upon the expiration or termination of this Management Agreement, unless otherwise agreed to by the District.

e) **Advertising and Promotions:** PHRPD will assist in the promotion, advertising, and registration of activities and events sponsored by RRHC. Submission for information in the District's Spotlight publication will be considered under the guidelines of the Spotlight production schedule which will be provided annually.

f) **Compliance with Laws:** RRHC shall comply with all laws, rules and orders of all federal, State and local governments or agencies and the District related to its operation, improvement and maintenance of Rodgers Ranch.

8. Repairs and Maintenance. Except for the duties of the District stated herein, RRHC shall, at its own expense, maintain the Site in good condition and make all repairs necessary to the Site during the Term. The District shall be responsible for (i) all exterior lighting of the Site, structures, and parking area, (ii) the repair, maintenance, and regulation of the main irrigation system (but not the lateral pipes from the main irrigation system to RRHC's Urban Farm and other gardens and the irrigation equipment), (iii) the inspection and maintenance of existing trees on property, (iv) all trash removal services required at the Site, (v) **annual inspection of Ranch House** and (vi) the installation of a natural gas line from the street to the Ranch House.

9. Alterations and Improvements.

a) **Major Alterations or Improvements:** RRHC shall obtain prior written approval from the District before making any major alterations or improvements to Rodgers Ranch. A major alteration or improvement shall include, but not be limited to, any work of \$5,000 or more. RRHC shall submit to the District the plans and specifications for the major alteration or improvement and any other information or documents requested by the District. RRHC, in its construction of alterations or improvements, shall comply with all applicable laws and obtain all necessary permits and approvals. RRHC understands and acknowledges that the work of alteration or improvement may constitute a "public work" subject to the requirement of the payment of prevailing wages and compliance with certain reporting requirements pursuant provisions of the California Labor Code and other procurement requirements contained in the Public Contract Code and the Public Resources Code.

b) **Minor Alterations or Improvements:** Minor alterations or improvements may be made without the prior written approval of the District; however, RRHC shall provide prior written notification to the District of any such improvements and comply with the other requirements herein.

c) **Ownership:** All modifications and improvements to Rodgers Ranch, except fixtures placed on the site by RRHC, resulting from repairs, restoration, alterations and improvements constructed or installed by RRHC shall become a part of the Rodgers Ranch property; RRHC shall have no interest in such alterations and improvements upon termination of this Operator Agreement and shall receive no payment from the District therefor. RRHC's personal property and fixtures, including furniture, office equipment, exhibits, supplies, artifacts, souvenirs, memorabilia and merchandise, placed on the site by RRHC shall remain the property of RRHC, and the District shall obtain no right or interest in such personal property and fixtures, except as otherwise provided herein.

d) **District Alterations and Improvements:** The District may perform any alterations or improvements to the Site, but is not otherwise obligated to do so under this Operator Agreement. In such case, the District will coordinate the performance of such improvements or modifications with RRHC.

10) **Utilities.** The District shall be responsible for maintaining all utilities for the Site and for external security in keeping with the District's policy for its other properties. The District shall pay for all water, sewer, gas, and electrical services provided to the Site, including that portion of those services which facilitates use of the Site by RRHC.

The District shall provide such telephone and high speed internet services at the Site as may be required for its use and/or public safety at the District's determination. Similarly, RRHC shall provide such telephone and high speed internet services at the Site as may be required for its use.

The District shall provide trash removal services required at the Site. RRHC shall be required to regularly clean up and remove trash from the areas for which it is responsible hereby and place that trash into District provided receptacles.

11. **Entry/Use by District.** The District and the District's employees, agents, representatives and contractors may enter the Site at any time to inspect the property and determine whether RRHC is in compliance with the terms and conditions of this Operator Management-Agreement and to do other lawful acts that may be necessary to protect the District's interest in Rodgers Ranch. The District shall have immediate access to the Site in emergency situations. The District may, with the consent of RRHC, use the Site, or portions thereof, for District activities and events, and the parties shall coordinate the scheduling of any such event. Absent negligence or willful misconduct, RRHC shall not be responsible for any injuries, damages or losses occurring at the Site during the District's use of Rodgers Ranch.

12. Fundraising. RRHC may conduct such fundraising activities as may be necessary or desirable to pay expenses incurred by RRHC in meeting its duties and obligations hereunder to operate, improve and maintain Rodgers Ranch. Unless a fundraising activity constitutes a special event for which approval is required pursuant to Paragraph 7(b) above, RRHC shall obtain the District's approval of any fundraising activity at least thirty (30) days prior to the scheduled date of the event. RRHC may also solicit donations of materials, supplies, labor, and technical, architectural, and engineering services necessary for repairs or improvements to the site.

In addition, RRHC may sell souvenirs and merchandise at the Site for fundraising purposes. All monies earned by RRHC through its public fundraising efforts, programs, events, classes, sales of souvenirs and merchandise shall be used by RRHC to pay expenses for the operation, improvement and maintenance of Rodgers Ranch. The District will include the Site in its overall public awareness activities. RRHC shall submit to the District, on an annual basis on a date to be determined by the parties, a financial report detailing all RRHC revenues and expenses.

13. Insurance.

a) Fire and Casualty Loss Insurance: RRHC shall maintain fire and casualty loss insurance on all personal property that is contained within the Site's structures. All insurance proceeds paid as a result of damage to or loss of such personal property shall be payable to RRHC. RRHC shall be solely responsible to direct appropriate insurance proceeds to the rightful owners of any such personal property. RRHC shall supply evidence of adequate insurance coverage to the District on an annual basis. The District will not provide insurance on any of the personal property located within the Site's structures.

The District shall maintain fire and casualty loss insurance on any and all Site structures, including all additions and improvements to the Site. All insurance benefits paid as a result of damage to or loss of any Site structures shall be the property of the District. The District will use such insurance proceeds to repair and restore the Site to its condition prior to such casualty loss. If more monies are needed to restore the Site to its prior condition, then RRHC will be responsible for raising them.

b) Liability Insurance: RRHC shall obtain and maintain throughout the Term General Liability insurance to protect RRHC and the District against liability for injury or death of any person or damage to the Site in connection with RRHC's operation, improvement and maintenance of the Site and for the indemnity provided hereby. The limits of said insurance shall be in an amount not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate. RRHC's liability shall be primary to the insurance coverage provided by the District and shall include an additional insured endorsement naming the District, its Board members, officers, agents and employees. The District shall insure the Site in the same manner the District insures its other recreational facilities and parks.

c) **Workers Compensation Insurance:** RRHC shall report quarterly to the District the following information: the names of all volunteers, the total hours those volunteers worked during the quarter, and a brief description of the work performed. An annual report with all the above information shall be provided to the District on August 1st. These volunteers will be covered under the District's Workers Compensation program. The District shall supply this information to its worker's compensation insurance provider and/or administrator. All members of RRHC, its partners, and committees must be volunteers of the District unless agreed to in writing between the District and RRHC.

14. **Indemnity.** RRHC agrees to indemnify, defend and hold harmless the District, its Board of Directors, officers, agents, and employees from and against any and all claims, demands, causes of actions, suits, and other damages, costs, and expenses, including attorney and expert fees, for any injury to or death of any person, loss or damage to property and any other loss or damage arising out of or resulting from RRHC's operation, improvement and maintenance of Rodgers Ranch and from RRHC's duties and obligation under this Operator Agreement. RRHC's indemnity obligation shall commence upon the receipt of a demand or claims of injury, damage or loss and the District shall provide any such demand or claim to RRHC's upon receipt. RRHC's indemnity obligation hereunder shall not apply to claims, demands, causes of action, losses, damages, liabilities, costs or expenses which are caused by the sole active negligence or willful misconduct of the District.

15. **Notices.** All notices, statements, demands, consents, approvals, authorizations, offers, designations, requests and/or other communications under this Agreement by either party to the other shall be in writing and either personally delivered and/or sent by mail to the following address:

For the District:
General Manager
Pleasant Hill Recreation and Park District
147 Gregory Lane
Pleasant Hill, CA 94523

For RRHC:
Secretary
Rodgers Ranch Heritage Center
P. O. Bo 23381
Pleasant Hill, CA 94523

16. **Administration of Agreement.** Designated representatives of both the District and RRHC will meet on a regular basis at the District's administrative offices at mutually agreed times and dates that permit RRHC Directors to attend, accommodating the volunteer nature of the positions. The General Manager of the District, or his/her designee, shall be the District's representative with regard to the administration of this Operator Agreement, the District's interpretation hereof, and the coordination of the party's rights and responsibilities hereunder. The General Manager, or his/her designee, may grant such approvals, waivers and extensions of time as may be necessary or desirable to carry out the intent of this Operator Agreement. Further, the General Manager, or its designee, shall be solely responsible for the supervision and scheduling of work and activities on behalf of the District, with regards to the Site and its structures.

17. Integration. The parties understand and agree that the Operator Agreement contains the entire agreement between them and that all prior understandings and agreement, oral or written, of whatsoever nature, regarding the operation, improvement and maintenance of Rodgers Ranch are superseded by this Operator Agreement and are of no further force or effect.

18. Amendments. This Operator Agreement may be amended by a written amendment executed by each of the parties.

19. Governing Law. This Operator Agreement shall be interpreted and enforced pursuant to the laws of the State of California. Any action to interpret or enforce the terms hereof shall be filed in the Superior Court of the County of Contra Costa.

IN WITNESS WHEREOF, this Operator Agreement has been duly executed by the representatives of the District and RRHC as of the date(s) written below.

PLEASANT HILL RECREATION AND PARK DISTRICT

By: _____
General Manager

Date: _____

RODGERS RANCH HERITAGE CENTER

By: _____
Secretary

Date: _____

STAFF REPORT



To: Land and Facilities Committee
From: Michelle Lacy, General Manager
Re: Review Proposed Ordinance Regarding Regulating Vehicles on District Property

BACKGROUND:

Pleasant Hill Recreation and Park District staff has recently had issues with unauthorized vehicle access and parking at a number of District park and recreation facilities. Examples include overnight vehicle parking and commercial vehicles staging on District property. The District has not previously adopted significant regulations related to parking on its property and it does not have proper signage to enforce the regulations which do exist.

DISCUSSION:

Pursuant to Public Resources Code 5786.1, the District Board of Directors may adopt and enforce rules and regulations necessary for the administration, operation, use and maintenance of the District's property, improvements, and facilities. Any such rules and regulations may, pursuant to Public Resources Code Section 5786.17, be enforced as either a misdemeanor or an infraction by designated District employees and/or law enforcement officers. It should be noted that, under Penal Code Section 19.8, an infraction is punishable by a fine not to exceed \$250.

It is recommended the Land and Facilities Committee review the proposed rules and regulations regarding vehicle use and parking on District property.

Proposal Related to Regulating Vehicles on District Property:

1. **General Manager's Authority:** Whenever the General Manager or the Manager's designee shall determine that the orderly, efficient conduct of the District's business requires that parking or standing of vehicles on District property be prohibited, limited, or restricted, the General Manager or the Manager's designee shall order signs or markings to be installed, indicating that the parking of vehicles is prohibited, limited, or restricted. When the signs or markings authorized by the provisions of this section are in place, it shall be unlawful for any person to park or stand any vehicle contrary to the directions or provisions of such signs or markings.
2. **Vehicle Use:** The following actions are prohibited on District property. For the purposes of these rules and regulations, the term "vehicle" includes automobiles, trucks, motorcycles, trailers, motor scooters and other motorized conveyances.
 - A. Drive a vehicle onto park grounds. For the purposes of this prohibition, park grounds include all areas within a park except for a roadway and parking lot intended for public use;

- B. Drive a vehicle, except an authorized emergency vehicle, at a rate of speed exceeding five miles per hour or as otherwise posted, or in any case at a speed exceeding safe conditions dictated by prevailing circumstances;
 - C. Abandon a vehicle;
 - D. Operate a vehicle which is not equipped with a properly installed muffler device which when in constant operation prevents excessive or unusual noise;
 - E. Wash, repair or advertise for sale a vehicle;
 - F. Drive a vehicle onto any sports field without the prior written approval of the General Manager.
3. **Vehicle Parking:** Vehicle shall only park in designated parking areas. The following actions are specifically prohibited on District property:
- A. Park a vehicle in any location in a manner that presents a hazard to the public;
 - B. Park an automobile during the hours the facility is closed without a permit. The General Manager may tow a vehicle parked in violation of this provision;
 - C. Park a commercial vehicle or commercial equipment unless permitted by the General Manager;
4. **California Vehicle Code.** All applicable provisions of the California Vehicle Code shall be enforced on District Property. Any conflict between these rules and regulations and the provisions of the California Vehicle Code shall be applicable if there is any inconsistency between those provisions and these rules and regulations.

After review and recommendations from the Land and Facilities Committee the draft rules and regulations will be reviewed by the Board of Directors. Upon adoption of the final rules and regulations, staff will install signage at each District facility and will then be able to enforce such rules and regulations as permitted by the Public Resources Code.