



**CITY OF DUBLIN
PARKS & COMMUNITY SERVICES COMMISSION
SPECIAL MEETING AGENDA**

**MONDAY, NOVEMBER 14, 2016, 7:00 PM
DUBLIN CIVIC CENTER, 100 CIVIC PLAZA**

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ORAL COMMUNICATIONS**
 - 3.1 Brief Informational Only Reports from the Youth Advisory and Senior Center Advisory Committees**
 - 3.2 Senior Center Advisory Committee Bi-Annual Presentation**
 - 3.3 Public Comments**

At this time, the public is permitted to address the Parks and Community Services Commission on non-agendized items. The Commission must, however, comply with all State Laws in regard to items not appearing on the posted agenda. The Commission may respond to statements made or questions asked, or may request Staff to report back at a future meeting concerning the matter. Any member of the public may contact the Office of the Parks and Community Services Department related to the proper procedure to place an item on a future Parks and Community Services Commission agenda. The exceptions under which the Parks and Community Services Commission MAY discuss and/or take action on items not appearing on the agenda are contained in GC 54954.2(b)(1)(2)(3).
- 4. MINUTES**
 - 4.1 Minutes of the October 17, 2016 Regular Meeting**

The Commission will consider approval of the minutes of the October 17, 2016 Regular Meeting.

STAFF RECOMMENDATION:
Approve the minutes of the October 17, 2016 Regular Meeting.
- 5. WRITTEN COMMUNICATIONS – None.**
- 6. PUBLIC HEARING – None.**
- 7. UNFINISHED BUSINESS – None.**
- 8. NEW BUSINESS**
 - 8.1 Sports Field Use Policy Update**

The Commission will receive a report on the Spots Field Use Policy update.

STAFF RECOMMENDATION:
Receive the Report.
 - 8.2 Senior Center Registration Program**

The Commission will receive a report on a proposal for a Senior Center Registration Program.

STAFF RECOMMENDATION:
Receive the Report, provide feedback, and make a recommendation on the program.

This AGENDA is posted in accordance with Government Code Section 54954.2(a)

If requested, pursuant to Government Code Section 54953.2, this agenda shall be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Section 12132), and the federal rules and regulations adopted in implementation thereof. To make a request for disability-related modification or accommodation, please contact the Office of Parks and Community Services (925) 556-4500 at least 72 hours in advance of the meeting. A complete packet of information containing Staff Reports (Agenda Statements) and attachments related to each item is available for public review at least 72 hours prior to a Parks & Community Services Commission Meeting or, in the event that it is delivered to the Commission less than 72 hours prior to a Parks & Community Services Commission Meeting, as soon as it is so delivered. The packet is available in the Parks & Community Services Department at Civic Center.

8.3 The Wave at Emerald Glen Park – Proposed Grand Opening Activities and Fee Schedule

The Commission will receive a report on the proposed grand opening activities and Fiscal Year 2016-17 fee structure for The Wave at Emerald Glen Park.

STAFF RECOMMENDATION:

Receive the Report, and recommend the proposed fee structure for The Wave at Emerald Glen Park for Fiscal Year 2016-17.

8.4 New Recreation Management Software

The Commission will receive a report on the new registration management software.

STAFF RECOMMENDATION:

Receive the Report.

9. OTHER BUSINESS

9.1 Brief Informational Only Reports from Commissioners and/or Staff, including Reports by Commission related to Meetings Attended at City Expense (AB 1234).

10. ADJOURNMENT



STAFF REPORT

PARKS & COMMUNITY SERVICES COMMISSION

DATE: November 14, 2016

TO: Honorable Chair and Commissioners

FROM: Rhonda Franklin, Management Analyst

SUBJECT: Minutes of the October 17, 2016 Regular Meeting of the Parks & Community Services Commission

EXECUTIVE SUMMARY:

The Parks & Community Services Commission will consider approval of the minutes of the October 17, 2016 Regular Meeting of the Parks & Community Services Commission.

FINANCIAL IMPACT:

None.

RECOMMENDATION:

Approve the minutes of the October 17, 2016 Regular Meeting of the Parks & Community Services Commission.

DESCRIPTION:

The Parks & Community Services Commission will consider approval of the minutes of the October 17, 2016 Regular Meeting of the Parks & Community Services Commission.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

None.

ATTACHMENTS:

1. Draft Minutes of the October 17, 2016 Regular Meeting of the Parks & Community Services Commission.



PARKS AND COMMUNITY SERVICES COMMISSION

REGULAR MEETING

Draft Minutes

CITY OF DUBLIN

October 17, 2016

A Regular Meeting of the Dublin Parks and Community Services Commission was held on Monday, October 17, 2016 in the City Council Chamber of the Dublin Civic Center. The meeting was called to order at 7:00 PM by Chair Ballesteros.

PLEDGE OF ALLEGIANCE

The pledge of allegiance to the flag was recited by the Commission, Staff, and those present.

ROLL CALL

Commissioners (Cm.) Present: Ballesteros, Giannini, Thalblum, Totaro, and Tucker
Commissioners Absent: Bedi

ORAL COMMUNICATIONS

3.1 Brief Informational Only Reports From the Senior Center and Youth Advisory Committees

Senior Center Advisory Committee

Senior Center Advisory Committee Member Eddie Jo Mack reported on the October 6, 2016 Senior Center Advisory Committee meeting and upcoming events at the Senior Center.

Youth Advisory Committee – None

During Item 8.1, Ms. Lisa McPherson, Recreation Supervisor, reported on the September 28, 2016 Youth Advisory Committee meeting in Cm. Bedi's absence.

3.2 Public Comments – None.

APPROVAL OF MINUTES

4.1 Regular Meeting September 19, 2016

On a motion by Vice Chair Thalblum, seconded by Cm. Giannini, and by a vote of 5-0-0 with Cm. Bedi absent, the Commission took the following action:

ACTION

Approved minutes of the September 19, 2016 Regular Commission Meeting as presented.

WRITTEN COMMUNICATIONS – None.

PUBLIC HEARING – None.

UNFINISHED BUSINESS – None.

NEW BUSINESS

8.1 Summer 2016 Quarterly Report

The Staff Report specifics were presented by Recreation Supervisors Ms. Lisa McPherson, Mr. Rich Jochner, and Mr. Damian Sandholm.

The Commission was complimentary of the report and presentation, and was pleased City programs and activities continue to do well and are enjoyed by the community.

ACTION

The Commission received the Report.

8.2 Fallon Sports Park Public Art

Ms. Tegan McLane, Cultural Arts & Heritage Manager, presented the specifics of the item as outlined in the Staff Report.

The Commission expressed support for the public participation component for this project.

ACTION

The Commission received the Report.

8.3 Naming Suggestions for the Sub Area 3 Neighborhood Square and Nature Community Park

Ms. Rhonda Franklin, Management Analyst, presented the specifics of the item as outlined in the Staff Report.

The Commission discussed recommending three names for the Neighborhood Square, and one name for the Nature Community Park.

ACTION

The Commission unanimously recommended the following name(s) for each park, listed in order of preference:

Neighborhood Square: Creekside Park, Clover Park, and Iron Gate (or Irongate) Park.

Nature Community Park: Sunrise Park.

OTHER BUSINESS

The Commissioners provided brief informational reports on events and meetings attended over the past month.

Ms. Micki Cronin, Assistant Director of Parks and Community Services, provided program and event updates.

ADJOURNMENT

There being no further business to come before the Parks and Community Services Commission, the meeting was adjourned at 7:57 PM.

Minutes prepared by Rhonda Franklin, Management Analyst.

Chairperson

ATTEST: _____
Micki Cronin
Assistant Director of Parks and Community Services



STAFF REPORT

PARKS AND COMMUNITY SERVICES COMMISSION

DATE: November 14, 2016

TO: Honorable Chair and Commissioners

FROM: Andrew Freeman, Business Services Manager

SUBJECT: Sports Field Use Policy Update

EXECUTIVE SUMMARY:

The Commission will review the Sports Field Use Policy update. The update seeks to provide greater clarity on user group access to City sport fields.

FINANCIAL IMPACT:

Financial impact will be minimal to negligible. Changes will be tracked for the initial cycle to review service and operational impacts.

RECOMMENDATION:

Receive the Report.

DESCRIPTION:

Usage of the City's sport fields in FY 2015-2016 exceeded 16,100 hours. Over 85 percent of this field usage was generated by two users promoting youth sports. Currently, both user groups are accessing City fields under Group 2 Dublin Sports League Organizations (Youth) category.

To sustain this level of youth access to City fields Staff is recommending that the City enter into a Memorandum of Understanding (MOU) with Dublin Little League and Dublin United Soccer League. With an approved MOU, the City and Dublin Sports League Organizations will have an agreement on scheduled reservation periods, field maintenance expectations, concession stand practices, insurance requirements, tournament allowance per year, and safety for minors. The scheduled reservation periods in the MOUs will open more opportunities for other user groups to schedule field use. This opportunity is the result of requiring these specific groups to reserve space earlier and more accurately. Furthermore, adjustments to field reservations, including cancellations, have been changed from 10 to 90 days to free up field inventory earlier. The increased reservation and cancellation lead time creates additional capacity for City fields to be booked by emerging youth groups and other users.

These two groups will continue to be subject to adopted City field rates, rules, regulations and other pertinent City policies governing field use. The MOUs will help establish the baseline of collaboration in supporting youth services at City fields. Establishing future MOUs with additional youth sport organizations will be measured on youth participation, sustained service demand, field usage fulfillment, payment history, local based operations (e.g., oversight of business and management within City limits) and other service impacts such as concessions and maintenance. As an addendum to this communication the Department is submitting MOU's for Dublin United Soccer League and Dublin Little League for Commission review and City Council approval.

Presently, the MOUs are under review by Dublin Little League and Dublin United Soccer League. Administrative team members expect to hear from the groups shortly to advance the completion of the MOUs.

Reservation rates will remain the same for Dublin Youth Sports Organizations until new fees have been adopted by City Council. Current Dublin Youth Based Sport Organization rates are \$7.00 grass, \$25.00 synthetic and \$25.40 for lights.

In addition to the MOUs the Administration seeks to clarify the components of the Sports Field Use policy by breaking it into four parts: policy, procedure, fees, and application. The policy section focuses on rules governing field use such as inventory of fields, establishing eligible users groups and reservation privileges for users. This section is subject to City Council review and approval prior to any changes becoming effective.

The Administration is making the following category changes to help streamline procedural and application processes for users. The left side of the table represents the current list of user group classifications. The right side of the table represents the proposed user group classifications.

| Current User Group Classifications | Proposed User Group Classifications |
|--|---|
| <p>Group 1 - Public Agencies-Agencies serving the City of Dublin including Alameda County, Dublin-San Ramon Services District, Dublin Unified School District.</p> <p>Group 2 - Dublin Sports League Organizations- Organized sports league groups: Youth Sport League Organization at least 75% Dublin Residents. Adult Sports League Organization at least 51% Dublin Residents.</p> <p>Group 3 - Dublin Chamber of Commerce, Dublin Charitable and Social Welfare Organization- Organized non-profit groups with current 501(c) 3 or 501 (c) 4 IRS status, whose membership is open to the public and whose primary purpose is to serve the Dublin community. The organization's membership must be at least 51% Dublin residents. An organizational file must be completed on an annual basis to receive the priority and fees of this classification. Regional and National non-profit groups that do not meet the 51% resident membership requirement may submit a letter addressed to the Parks & Community Services Department that demonstrates the direct community</p> | <p>Dublin Sports League Organizations - Organized sports league groups: Youth Sport League Organization at least 75% Dublin Residents.</p> <p>Resident - Individuals or businesses must reside or own property within the Dublin City limits.</p> <p>Non-Profit Organizations - Organized nonprofit groups with current 501 (c) 3 or 501 (c) 4 status. A submitted and approved "Non-Profit Organization Verification Form" must be on file.</p> <p>Non-Resident - Individuals or businesses who do not reside or own property within the Dublin City limits.</p> <p>Commercial - Individuals, or businesses- whose events have a fee or include the sales of goods or services.</p> |

| | |
|---|--|
| <p>benefit of the facility use. Such letter will require the approval of the City Manager or their designee.</p> <p>Group 4 - Individuals of Other Groups-Groups who do not meet the criteria listed above and/or activities such as games or practices, etc. a) Resident (individuals must reside or own property within Dublin City Limits; Groups must have membership made up of at least 51% Dublin residents; current roster must be submitted with application) b) Non-Resident.</p> <p>Group 5 - Commercial Uses-Companies, groups or individuals whose practices, clinics, camps or games have an admission fee or include the sales of goods or services, including those contracted by any field lessees, regardless of classification; a) Resident (organization or individual must be located within the Dublin City Limits and have current City of Dublin Business License. If there is no company facility, person responsible for event must reside or own property within the Dublin City Limits). b) Non-Resident.</p> | |
|---|--|

These changes will provide a better experience for users as field eligibility requirements are more concise. The revised description of eligible users is expected to decrease the rental review process without compromising quality leading to more planning and implementation time for users. The table below represents the current (left side) and the proposed (right side) priority reservation windows for user groups.

| Current Priority User Group Reservation | Proposed Priority User Group Reservation |
|---|---|
| <p>Group 1 and 2 - Reservations accepted up to six months in advance of requested dates of use. For use from March 1-July 15, Dublin Little League will have priority use of the baseball fields at Dublin Sports Grounds, Emerald Glen Park and Fallon Sports Park. For use from July 16-December 15, Dublin United Soccer League will have priority for use of the soccer field at Dublin Sports Grounds, Emerald Glen Park and Fallon Sports Park.</p> <p>Group 3 and Group 4 (Resident) - Reservations accepted four months in advance of requested dates of use.</p> <p>Group 4 (Non-Resident) and Group 5 - Reservations accepted two months in advance of requested dates of use.</p> | <p>Dublin Sports League Organizations- Youth Sports 75% Residents - Reservations accepted in advance of all other user groups.</p> <p>Resident - Reservations accepted up to twelve (12) months in advance of requested dates of use.</p> <p>Non-Profit Organizations - Reservations accepted up to eleven (11) months in advance of requested dates of use.</p> <p>Non-Resident - Reservations accepted ten (10) months in advance of requested dates of use.</p> <p>Commercial - Reservations accepted up to nine (9) months in advance of requested dates of use.</p> |

All users under the proposed user group column will gain at least four additional months to reserve field space. The final changes disallow users groups from subletting time to other groups, and the removal of casual use. Casual use like all other field use requires insurance. As such these users will need to submit a field application under one of the five available user categories.

The Sports Field Use Application and Sports Fields Use Procedures will be updated by Staff to match market conditions and manage field use related to insurance requirements, rental information, cancellations and payment schedules to maintain operational effectiveness. This flexibility will support the City's competitiveness to maintain field access and keep fields usable. Policy and fee changes will require City Council review and approval.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

None.

ATTACHMENTS:

1. Memorandum of Understanding for Dublin United Soccer League
2. Memorandum of Understanding for Dublin Little League
3. Current Sports Field Use Policy

**MEMORANDUM OF UNDERSTANDING
(Dublin United Soccer League)**

This Memorandum of Understanding (“MOU”) dated _____, is entered into by and between the City of Dublin (the “City”) and the Dublin United Soccer League, a California nonprofit corporation (“DUSL”). The City and DUSL are each individually referred to as a “Party” and collectively referred to as the “Parties.”

RECITALS

WHEREAS, the Parties wish to collaborate to promote healthy recreational activities for youth in the City of Dublin; and

WHEREAS, during the 2015-16 fiscal year, usage of city sports fields exceed 16,100 hours, with over eighty-five percent (85%) by Dublin sports leagues; and

WHEREAS, to facilitate such activities, City wishes to continue to permit DUSL use to certain City fields and facilities.

WHEREAS, the Parties now wish to enter into a memorandum of understanding to bring clarity to their joint commitment and to set out in general terms the various roles each Party will play and procedures to be followed; and

NOW THEREFORE, the Parties hereby agree as follows:

Section 1. Purpose of this MOU. This MOU is intended to detail field reservation periods, field maintenance expectations, concession stand practices, insurance requirements, timeliness to pay fees for approved use, tournament allowance per year, and safety for minors.

Section 2. Good Faith Efforts to Negotiate. The Parties shall bargain in good faith on any and all issues prior to electing to terminate this MOU as set forth in Section 7.

Section 3. Terms. The negotiations hereunder shall be based on the following general principles and responsibilities:

A. Use of City facilities, fields or park property

1. DUSL will have exclusive access to the city facilities and fields from March 1 - July 15 per season subject to the conditions of this MOU and the City’s adopted Sports Fields Use Policy (the “Field Use Policy”) available at <http://www.dublin.ca.gov/359/Sports-Fields-Courts>
2. DUSL will have exclusive use of certain City facilities and fields (the “City Facilities and Fields”), listed in the attached Exhibit A, but only after securing a permit for purposes of scheduling the city facilities.
3. CITY has the right to schedule the City Facilities and Fields on dates not secured by DUSL.

4. DUSL shall not to sublet City Facilities and Fields without obtaining prior written permission from the CITY.
5. DUSL shall not use any City Facilities and Fields for any use other than those prescribed in the Field Use Policy, unless obtaining the prior written consent of CITY.
6. Subject to City approval DUSL may place a storage container at City Facilities and Fields for the purpose of storing of field maintenance equipment. The City at its discretion may charge a fee for the use of this space. These containers need to be properly maintained and remain graffiti free.
7. Subject to City Approval DUSL may rent park concession stands at City Facilities and Fields so long as a DUSL representative has Servsafe Food Safety Manager Training and Certification on file with the City at the time of the booking request and their agency meets all Health Department requirements, as set forth in the Sports Field Use Policy.
8. Onsite event vendors of any kind need to be approved in advance of any rental and all proper paperwork need to be on file with the City 30 days prior to the rental date, as set forth in the Sports Field Use Policy.
9. Subject to City Approval DUSL may place goal posts on City fields. The placement of such goal posts may be subject to a City fee. DUSL is responsible for the proper storage of goal posts and the replacement of nets.
10. Any use of permanent or semi-permanent banner/flags/sponsorship signs may be put up each morning and must be taken down each day throughout the approved permitted use of City facilities and fields.
11. Neither vendors nor teams are allowed to sell items without prior approval and proper paperwork on file with the City 30 days prior to the actual event date, as set forth in the Sports Field Use Policy.
12. Additional fees may apply for changes outside of the original approved use permit and are separate and apart from any agreed upon rental fee for use of any one of the City Facilities and Fields.
13. DUSL shall conform to all of the City's rules, policies and regulations for the use of City Facilities and Fields.
14. DUSL shall not hire employees or volunteers who will have supervisory or disciplinary authority over minors who have been convicted of any offense identified in California Public Resources Code Section 5164. DUSL shall fully indemnify, defend and hold harmless City from all claims, demands, causes of action, or liabilities resulting from any such hiring. DUSL shall notify City immediately in writing of any violation of this provision upon discovery.

15. DUSL shall also not employ any person, paid or unpaid, who is permitted to provide services requiring contact with children or providing food concessionaire services or other licensed concessionaire services in that area, unless DUSL has complied with the TB testing requirements set forth in Section 5163 of the California Public Resources Code.
16. DUSL, shall follow the procedures specified in Exhibit B entitled, "Employee/Volunteer Clearance Verification and Compliance with the Child Abuse and Neglect Reporting Act" attached hereto.

B. Rental Fees

1. DUSL will pay a 10% of rental fees at the time of booking (contract issued) and the balance due 60 days (two full months prior to the booking month). For example: All rental fees associated with bookings from March 1-March 30 must be paid in full by January 1st. City Facilities and Fields must be released 90 days in advance for a full refund. Changes (cancellations is considered a change) of any type with 90 days of the booking forfeits all fees and in some cases will create a balance due. Overbookings are discouraged. Staff will compare requests with last year's rental schedule. Additional fields being held will need to be explained.

2. Picnic area adjacent to field(s) that may be impacted during a rental must be reserved by DUSL, in advance, as a part of the original reservation.

3. Rental fees can only be changed upon mutual written agreement by DUSL and CITY.

C. Scheduling

1. The Parties agree that early scheduling is beneficial to the City and all involved parties. DUSL will have the opportunity to submit rental needs by November 1 each year for the following year (with DUSL priority being July 16th-December 15th).

2. DUSL may schedule up to **four** soccer tournaments per year. Tournaments consist of multiple field use (at least two (2) fields)) plus more than 4 hours of use. Tournament events cannot exceed three (3) days. Tournaments in excess of the conditions described must receive approval from the Director of Parks and Community Services and may be subject to additional fees.

3. City will require DUSL to pay janitorial/attendant costs when **50%** or more of the park fields have games or practices at one specific time for more than four (4) hours on any given day and/or when 75 people or more will be on site. Upon approval of such an event(s) the City will invoice DUSL of the required fees for usage.

4. DUSL will supply CITY with field and/or facility usage schedules as a part of the permitting or reservation process by November 1 each year for the following year.

5. City Facilities and Field usage requests may be approved or denied at the CITY's discretion.

D. Condition and Maintenance of Property

1. CITY agrees to maintain the City Facilities and Fields based on available annual funding approved by City Council for park maintenance standards, which presently includes, but not limited to: mowing once per week, general maintenance, and annual prepping of City Facilities and Fields. Park maintenance standards will be adjusted as needed by the City to match the subsidy approved by City Council.

2. CITY agrees to assist DUSL, whenever possible, with any unique, one-time, or specialized maintenance as needed.

3. DUSL will be responsible for all game day and seasonal field preparation and will follow all of the rules and regulations set forth by CITY for performing maintenance on City Facilities and Fields by any outside agency staff or volunteer.

4. CITY will allow DUSL the right to store required materials and tools in specific, assigned areas or containers for the purposes of field or facility maintenance deemed appropriate to perform such activities.

5. DUSL stores equipment and materials at their own risk.

6. DUSL will provide parking attendants to reduce traffic issues during high impact park usage and/or tournaments. High impact is defined as the use of multiple fields (i.e., at least two fields) and/or participation of 75 people at the site.

Section 4. Indemnification.

DUSL shall defend, indemnify and hold harmless City, its officers, agents and employees (“City Indemnitees”) from and against any and all claims, demands, causes of action, or liabilities incurred by City Indemnitees arising, in whole or in part, directly or indirectly, from DUSL’s acts or omissions under the Agreement or any act or omission of DUSL’s officers, agents, employees, contractors, or persons entering City property under this Agreement with the express or implied permission or invitation of DUSL, except as may arise from the gross negligence or willful misconduct of City Indemnitees. In any action or claim against CITY in which DUSL is defending CITY, CITY shall have the right to approve legal counsel providing CITY’s defense and such approval shall not be unreasonably withheld.

DUSL further agrees to release CITY from any and all claims for any damages, including property damage, injury or death occurring or arising out of use of Parties’ use of the property, except as may be caused by the CITY’s gross negligence or willful misconduct.

Section 5. Counterparts. This MOU may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one instrument.

Section 6. Insurance. DUSL shall, at its sole cost and expense, and for the full term of this Agreement, obtain, maintain and provide CITY with proof of at least all of the minimum

insurance requirements as described in this MOU, Exhibit C, prior to commencing any operations or occupying any space under this Agreement.

Section 7. Term. The provisions of this MOU shall continue from the effective date of this MOU unless terminated by either party by providing **six (6) months' written notice** of its intent to discontinue the terms of the MOU as set forth in this document. If DUSL provides written notice of its intent to terminate, it shall vacate any and all City Facilities and Fields on or before the date of termination. Upon termination, DUSL shall return keys (if any) to the CITY, remove all property owned by DUSL from City property and return all facilities in as good condition as when received.

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding, effective as of the date first written above.

CITY OF DUBLIN

By: _____
James M. Rodems, Director of Parks and Community Services

Date: _____

DUBLIN UNITED SOCCER LEAGUE

By: _____
, Board President

Date: _____

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EXHIBIT A
CITY FACILITIES AND FIELDS

Game Facilities and Fields

1. Dublin Sports Grounds, located at 6700 Dublin Boulevard
2. Emerald Glen Park, located at 4201 Central Parkway
3. Fallon Sports Park, located at 4605 Lockhart Street
4. Ted Fairfield Park, located at 3400 Antone Way

Practice Facilities and Fields

1. Kolb Park, located at 8020 Bristol Road
2. Passatempo Park, located at 3200 Palermo Way
3. Positano Hills Park, located at 2301 Valentano Drive
4. Schaefer Ranch Park, located at 9595 Dublin Boulevard

EXHIBIT B

EMPLOYEE/VOLUNTEER CLEARANCE VERIFICATION AND COMPLIANCE WITH THE CHILD ABUSE AND NEGLECT REPORTING ACT

If DUSL provides services involving minors, and as a CITY-approved method of complying with the provisions contained in this MOU, DUSL shall conduct a criminal background check through the database of the California Department of Justice and an FBI criminal database or equivalent national database as approved in writing by DUSL's liability insurance provider, on each of its employees and volunteers who have supervisory or disciplinary authority over minors.

DUSL shall also comply with the provisions of the Child Abuse and Neglect Reporting Act, California Penal Code SECTION 11164 *et. seq.* Additionally, DUSL certifies the following:

1. Any and all personnel employed or retained by DUSL in conducting the operations of DUSL's program shall be qualified to perform the duties assigned to them by DUSL. DUSL agrees that DUSL shall not at any time allow its employees or volunteers to be in any position with supervisory or disciplinary authority over minors, if they have been convicted of any offense identified in California Public Resources Code SECTION 5164.

CITY and DUSL understand that results of background checks on minors may be confidential under state law. Therefore, all employees or volunteers must be at least 18 years of age if they are to be in a position having supervisory or disciplinary authority over any minor.

If DUSL intends to have employees or volunteers under the age of 18 providing services under this MOU, DUSL shall maintain and make available to CITY, if requested, guidelines, procedures or policies that safeguard and ensure that no employees or volunteers under the age of 18 will be providing services under this MOU that are unsupervised and further DUSL shall ensure that none of its employees or volunteers under 18 years of age have any supervisory or disciplinary authority over any minor, as such term is used in California Public Resources Code SECTION 5164.

2. DUSL shall be responsible for ensuring that no person who has supervisory or disciplinary authority over minors, who is paid or unpaid by DUSL, shall be permitted to provide services unless appropriate background checks, including fingerprints, have been performed prior to the beginning of services under this MOU, and the person meets the standards set forth above. If requested by CITY, and to the extent allowed by law, DUSL shall promptly provide documentation listing each person that has provided or is providing services hereunder involving supervision or disciplinary authority over minors, and certifying that DUSL has conducted the proper background check on such person or persons, and each of the named persons is legally permitted to perform the services described in this MOU. Regardless of whether such documentation is requested or delivered by DUSL, DUSL shall be solely responsible for compliance with the provisions of this SECTION.
3. That no person paid or unpaid by DUSL shall be permitted to provide services requiring contact with children or providing food concessionaire services or other licensed

concessionaire services in that area, unless DUSL has complied with the TB testing requirements set forth in SECTION 5163 of the California Public Resources Code, verifying that the person or persons has provided evidence/verification of a negative TB skin test reading less than two (2) years old (if newly hired) or within four (4) years (if current employee) of the date of execution of this MOU and every four (4) years thereafter, if the term of this MOU exceeds four (4) years.

For persons with a positive TB skin test reading, a physician's medical clearance must be obtained prior to services being provided as specified above. DUSL shall keep on file each "Certificate" of clearance for the persons described above, and shall also make available a copy of each Certificate to CITY, if requested and allowed by law. "Certificate" means a document signed by a licensed examining physician and surgeon or a notice from a public health agency or unit of the tuberculosis association which indicates freedom from active tuberculosis.

4. DUSL understands that if services are rendered on a school site, there may be additional requirements that may apply including without limitation, requirements under the California Education Code. DUSL, acknowledges that it is DUSL's sole responsibility to comply with all applicable laws, regulations and licensing requirements in DUSL's provision of services hereunder.

I, DUSL by signing below verify that I have read and agree to the above:

Signature/Title

Date

EXHIBIT C

INSURANCE REQUIREMENTS

Before beginning any work under this Agreement, DUSL, at its own cost and expense, shall procure "occurrence coverage" insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the DUSL and its agents, representatives, employees, and subcontractors. DUSL shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects to the City. DUSL shall maintain the insurance policies required by this section throughout the term of this Agreement. DUSL shall not allow any subcontractor to commence work on any subcontract until DUSL has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution.

It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to City as an additional insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater. The additional insured coverage under DUSL's policy shall be "primary and non-contributory" and will not seek contribution from City's insurance or self-insurance and shall be at least as broad as CG 20 01 04 12. In the event DUSL fails to maintain coverage as required by this Agreement, City at its sole discretion may purchase the coverage required and the cost will be paid by DUSL. Failure to exercise this right shall not constitute a waiver of right to exercise later. Each insurance policy shall include an endorsement providing that it shall not be cancelled, changed, or allowed to lapse without at least thirty (30) days' prior written notice to City of such cancellation, change, or lapse.

I. Minimum Scope and Limit of Insurance

There shall be no endorsements reducing the scope of coverage required below unless approved by the City's Risk Manager.

| Type of Insurance | Minimum Limit |
|--|---|
| <p>1. Commercial General and Automobile Liability Insurance</p> <p>DUSL, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this MOU in an amount not less than ONE MILLION DOLLARS (\$1,000,000) per occurrence, combined single limit coverage for risks associated with the work contemplated by this MOU. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general</p> | <p>\$1,000,000 per occurrence for bodily injury, personal injury and property damage or \$2,000,000 annual aggregate.</p> |

| | |
|---|--|
| <p>aggregate limit shall apply separately to the work to be performed under this MOU or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this MOU, including the use of owned and non-owned automobiles. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence from CG 0001. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 Code 1 (“any auto”).</p> | |
| <p>2. Abuse and Molestation Coverage</p> <p>Including coverages for any loss sustained or cost of defense of a claim of abuse and molestation arising from the negligent hiring, training, retention or supervision of any employees or volunteers.</p> | <p>Not less than \$100,000 each occurrence</p> |
| <p>3. Workers’ Compensation and Employer Liability</p> <p>DUSL, at its sole cost and expense maintain Statutory Workers’ Compensation Insurance and Employer’s Liability Insurance for any all persons employed directly or indirectly by DUSL. The Statutory Workers’ Compensation Insurance Employer’s Liability Insurance shall be provided with limits not less than ONE MILLION DOLLARS (\$1,000,000) per accident. In the alternative, DUSL may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the Contract Administrator. The insurer, if insurance is provided, or DUSL, if a program of self-insurance is provided, shall waive all rights of subrogation against the City and its officers, officials, employees, and volunteers for loss arising from work performed under this MOU. An endorsement shall state that coverage shall not be canceled except after thirty (30) days’ prior written notice by certified mail, return receipt requested, has been given to the City. DUSL shall notify City within 14 days of notification from DUSL’s insurer if such coverage is suspended, voided, or reduced in coverage or in limits.</p> | <p>\$1,000,000</p> |

II. Other Insurance Requirements

1. Additional Requirements. Each of the following shall be included in the insurance coverage or added as an endorsement to the policy:
 - a. City and its officers, employees, agents, and volunteers shall be covered as additional insured with respect to each of the following: liability arising out of activities performed by or on behalf of DUSL, including the insured's general supervision of DUSL: products and completed operations of DUSL, premises owned, occupied, or used by DUSL, and automobiles owned, leased, or used by DUSL. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents or volunteers.
 - b. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
 - c. An endorsement must state that coverage is primary insurance with respect to the City and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by the City shall be called upon to contribute to a loss under the coverage.
 - d. Any failure of DUSL to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.
 - e. An endorsement shall state that coverage shall not be canceled except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. DUSL shall notify City within 14 days of notification from DUSL's insurer if such coverage is suspended, voided or reduced in coverage or in limits.
 - f. All insurance required is to be placed with insurers having a Bests' rating of no less than A:VII.
 - g. Prior to beginning any work under this MOU, DUSL shall furnish City with certificates of insurance and with original endorsements effecting coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The City reserves the right to require complete, certified copies of all required insurance policies and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.
 - h. DUSL agrees to include with all subcontractors in their subcontract the same requirements and provisions of this MOU including the Indemnification and Insurance requirements to the extent they apply to the scope of the Subcontractors hired by DUSL agree to be bound to DUSL and the City in the same manner and to the same extent as DUSL is bound to the City under the MOU documents. Subcontractor further agrees to include these same

provisions with any Sub-subcontractor. A copy of the Owner Contract Document Indemnity and Insurance provisions will be furnished to the Subcontractor upon request. The General contractor shall require all subcontractors to provide a valid certificate of insurance and the required endorsements included in the agreement prior to commencement of any work and will provide proof of compliance to the City.

- i. The City may approve a variation in the foregoing insurance requirements, upon a determination that the coverages, scope, limits and forms of such insurance are either not commercially available, or that the City's interest are otherwise fully protected.
- j. All self-insured retentions (SIR) and/or deductibles must be disclosed to the City for approval and shall not reduce the limits of liability. Policies concerning any self-insured retention provision and/or deductible may be satisfied by either the named insured or the City.
- k. In the event that any coverage required by this section is reduced, limited or materially affected in any other manner, DUSL shall provide written notice to City at DUSL's earliest possible opportunity and in no case later than five days after DUSL is notified of the change in coverage.
- l. In addition to any other remedies City may have if DUSL fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for DUSL's breach:
 - Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the MOU;
 - Order DUSL to stop work under this MOU or withhold any payment that becomes due to DUSL hereunder, or both stop work and withhold any payment, until DUSL demonstrates compliance with the requirements hereof; and/or
 - Terminate this MOU.

2722926.2

**MEMORANDUM OF UNDERSTANDING
(Dublin Little League)**

This Memorandum of Understanding (“MOU”) dated _____, is entered into by and between the City of Dublin (the “City”) and the Dublin Little League, a California nonprofit corporation (“DLL”). The City and DLL are each individually referred to as a “Party” and collectively referred to as the “Parties.”

RECITALS

WHEREAS, the Parties wish to collaborate to promote healthy recreational activities for youth in the City of Dublin; and

WHEREAS, during the 2015-16 fiscal year, usage of city sports fields exceed 16,100 hours, with over eighty-five percent (85%) by Dublin sports leagues; and

WHEREAS, to facilitate such activities, City wishes to continue to permit DLL use to certain City fields and facilities.

WHEREAS, the Parties now wish to enter into a memorandum of understanding to bring clarity to their joint commitment and to set out in general terms the various roles each Party will play and procedures to be followed; and

NOW THEREFORE, the Parties hereby agree as follows:

Section 1. Purpose of this MOU. This MOU is intended to detail field reservation periods, field maintenance expectations, concession stand practices, insurance requirements, timeliness to pay fees for approved use, tournament allowance per year, and safety for minors.

Section 2. Good Faith Efforts to Negotiate. The Parties shall bargain in good faith on any and all issues prior to electing to terminate this MOU as set forth in Section 7.

Section 3. Terms. The negotiations hereunder shall be based on the following general principles and responsibilities:

A. Use of City facilities, fields or park property

1. DLL will have exclusive access to the city facilities and fields from March 1 - July 15 per season subject to the conditions of this MOU and the City’s adopted Sports Fields Use Policy (the “Field Use Policy”) available at <http://www.dublin.ca.gov/359/Sports-Fields-Courts>
2. DLL will have exclusive use of certain City facilities and fields (the “City Facilities and Fields”), listed in the attached Exhibit A, but only after securing a permit for purposes of scheduling the city facilities.
3. CITY has the right to schedule the City Facilities and Fields on dates not secured by DLL.

4. DLL shall not to sublet City Facilities and Fields without obtaining prior written permission from the CITY.
5. DLL shall not use any City Facilities and Fields for any use other than those prescribed in the Field Use Policy, unless obtaining the prior written consent of CITY.
6. Subject to City approval DLL may place a storage container at City Facilities and Fields for the purpose of storing of field maintenance equipment. The City at its discretion may charge a fee for the use of this space. These containers need to be properly maintained and remain graffiti free.
7. Subject to City Approval DLL may rent park concession stands at City Facilities and Fields so long as a DLL representative has Servsafe Food Safety Manager Training and Certification on file with the City at the time of the booking request and their agency meets all Health Department requirements, as set forth in the Sports Field Use Policy.
8. Onsite event vendors of any kind need to be approved in advance of any rental and all proper paperwork need to be on file with the City 30 days prior to the rental date, as set forth in the Sports Field Use Policy.
9. DLL at its sole cost and expense, keep and maintain the batting cages at Emerald Glen and Fallon location in the same condition as received, except for ordinary wear and tear, while in use by DLL.
10. Any use of permanent or semi-permanent banner/flags/sponsorship signs may be put up each morning and must be taken down each day throughout the approved permitted use of City facilities and fields.
11. Neither vendors nor teams are allowed to sell items without prior approval and proper paperwork on file with the City 30 days prior to the actual event date, as set forth in the Sports Field Use Policy.
12. Additional fees may apply for changes outside of the original approved use permit and are separate and apart from any agreed upon rental fee for use of any one of the City Facilities and Fields.
13. DLL shall conform to all of the City's rules, policies and regulations for the use of City Facilities and Fields.
14. DLL shall not hire employees or volunteers who will have supervisory or disciplinary authority over minors who have been convicted of any offense identified in California Public Resources Code Section 5164. DLL shall fully indemnify, defend and hold harmless City from all claims, demands, causes of action, or liabilities resulting from any such hiring. DLL shall notify City immediately in writing of any violation of this provision upon discovery.

15. DLL shall also not employ any person, paid or unpaid, who is permitted to provide services requiring contact with children or providing food concessionaire services or other licensed concessionaire services in that area, unless DLL has complied with the TB testing requirements set forth in Section 5163 of the California Public Resources Code.
16. DLL, shall follow the procedures specified in Exhibit B entitled, "Employee/Volunteer Clearance Verification and Compliance with the Child Abuse and Neglect Reporting Act" attached hereto.

B. Rental Fees

1. DLL will pay a 10% of rental fees at the time of booking (contract issued) and the balance due 60 days (two full months prior to the booking month). For example: All rental fees associated with bookings from March 1-March 30 must be paid in full by January 1st. City Facilities and Fields must be released 90 days in advance for a full refund. Changes (cancellations is considered a change) of any type with 90 days of the booking forfeits all fees and in some cases will create a balance due. Overbookings are discouraged. Staff will compare requests with last year's rental schedule. Additional fields being held will need to be explained.

2. Picnic area adjacent to field(s) that may be impacted during a rental must be reserved by DLL, in advance, as a part of the original reservation.

3. Rental fees can only be changed upon mutual written agreement by DLL and CITY.

C. Scheduling

1. The Parties agree that early scheduling is beneficial to the City and all involved parties. DLL will have the opportunity to submit rental needs by November 1 each year for the following year. (March 1 to December 15 with the DLL priority being March 1 - July 15).

2. DLL may schedule up to **four** baseball tournaments per year. Tournaments consist of multiple field use (at least two (2) fields)) plus more than 4 hours of use. Tournament events cannot exceed three (3) days. Tournaments in excess of the conditions described must receive approval from the Director of Parks and Community Services and may be subject to additional fees.

3. City will require DLL to pay janitorial/attendant costs when **50%** or more of the park fields have games or practices at one specific time for more than four (4) hours on any given day and/or when 75 people or more will be on site. Upon approval of such an event(s) the City will invoice DLL of the required fees for usage.

4. DLL will supply CITY with field and/or facility usage schedules as a part of the permitting or reservation process by November 1 each year for the following year.

5. City Facilities and Field usage requests may be approved or denied at the CITY's discretion.

D. Condition and Maintenance of Property

1. CITY agrees to maintain the City Facilities and Fields based on available annual funding approved by City Council for park maintenance standards, which presently includes, but not limited to: mowing once per week, general maintenance, and annual prepping of City Facilities and Fields. Park maintenance standards will be adjusted as needed by the City to match the subsidy approved by City Council.

2. CITY agrees to assist DLL, whenever possible, with any unique, one-time, or specialized maintenance as needed.

3. DLL will be responsible for all game day and seasonal field preparation and will follow all of the rules and regulations set forth by CITY for performing maintenance on City Facilities and Fields by any outside agency staff or volunteer.

4. CITY will allow DLL the right to store required materials and tools in specific, assigned areas or containers for the purposes of field or facility maintenance deemed appropriate to perform such activities.

5. DLL stores equipment and materials at their own risk.

6. DLL will provide parking attendants to reduce traffic issues during high impact park usage and/or tournaments. High impact is defined as the use of multiple fields (i.e., at least two fields) and/or participation of 75 people at the site.

Section 4. Indemnification.

DLL shall defend, indemnify and hold harmless City, its officers, agents and employees (“City Indemnitees”) from and against any and all claims, demands, causes of action, or liabilities incurred by City Indemnitees arising, in whole or in part, directly or indirectly, from DLL’s acts or omissions under the Agreement or any act or omission of DLL’s officers, agents, employees, contractors, or persons entering City property under this Agreement with the express or implied permission or invitation of DLL, except as may arise from the gross negligence or willful misconduct of City Indemnitees. In any action or claim against CITY in which DLL is defending CITY, CITY shall have the right to approve legal counsel providing CITY’s defense and such approval shall not be unreasonably withheld.

DLL further agrees to release CITY from any and all claims for any damages, including property damage, injury or death occurring or arising out of use of Parties’ use of the property, except as may be caused by the CITY’s gross negligence or willful misconduct.

Section 5. Counterparts. This MOU may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one instrument.

Section 6. Insurance. DLL shall, at its sole cost and expense, and for the full term of this Agreement, obtain, maintain and provide CITY with proof of at least all of the minimum

insurance requirements as described in this MOU, Exhibit C, prior to commencing any operations or occupying any space under this Agreement.

Section 7. Term. The provisions of this MOU shall continue from the effective date of this MOU unless terminated by either party by providing **six (6) months' written notice** of its intent to discontinue the terms of the MOU as set forth in this document. If DLL provides written notice of its intent to terminate, it shall vacate any and all City Facilities and Fields on or before the date of termination. Upon termination, DLL shall return keys (if any) to the CITY, remove all property owned by DLL from City property and return all facilities in as good condition as when received.

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding, effective as of the date first written above.

CITY OF DUBLIN

By: _____
James M. Rodems, Director of Parks and Community Services

Date: _____

DUBLIN LITTLE LEAGUE

By: _____
, Board President

Date: _____

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EXHIBIT A
CITY FACILITIES AND FIELDS

Game Facilities and Fields

1. Dublin Sports Grounds, located at 6700 Dublin Boulevard
2. Emerald Glen Park, located at 4201 Central Parkway
3. Fallon Sports Park, located at 4605 Lockhart Street
4. Ted Fairfield Park, located at 3400 Antone Way

Practice Facilities and Fields

1. Kolb Park, located at 8020 Bristol Road
2. Passatempo Park, located at 3200 Palermo Way
3. Positano Hills Park, located at 2301 Valentano Drive
4. Schaefer Ranch Park, located at 9595 Dublin Boulevard

EXHIBIT B

EMPLOYEE/VOLUNTEER CLEARANCE VERIFICATION AND COMPLIANCE WITH THE CHILD ABUSE AND NEGLECT REPORTING ACT

If DLL provides services involving minors, and as a CITY-approved method of complying with the provisions contained in this MOU, DLL shall conduct a criminal background check through the database of the California Department of Justice and an FBI criminal database or equivalent national database as approved in writing by DLL's liability insurance provider, on each of its employees and volunteers who have supervisory or disciplinary authority over minors.

DLL shall also comply with the provisions of the Child Abuse and Neglect Reporting Act, California Penal Code SECTION 11164 *et. seq.* Additionally, DLL certifies the following:

1. Any and all personnel employed or retained by DLL in conducting the operations of DLL's program shall be qualified to perform the duties assigned to them by DLL. DLL agrees that DLL shall not at any time allow its employees or volunteers to be in any position with supervisory or disciplinary authority over minors, if they have been convicted of any offense identified in California Public Resources Code SECTION 5164.

CITY and DLL understand that results of background checks on minors may be confidential under state law. Therefore, all employees or volunteers must be at least 18 years of age if they are to be in a position having supervisory or disciplinary authority over any minor.

If DLL intends to have employees or volunteers under the age of 18 providing services under this MOU, DLL shall maintain and make available to CITY, if requested, guidelines, procedures or policies that safeguard and ensure that no employees or volunteers under the age of 18 will be providing services under this MOU that are unsupervised and further DLL shall ensure that none of its employees or volunteers under 18 years of age have any supervisory or disciplinary authority over any minor, as such term is used in California Public Resources Code SECTION 5164.

2. DLL shall be responsible for ensuring that no person who has supervisory or disciplinary authority over minors, who is paid or unpaid by DLL, shall be permitted to provide services unless appropriate background checks, including fingerprints, have been performed prior to the beginning of services under this MOU, and the person meets the standards set forth above. If requested by CITY, and to the extent allowed by law, DLL shall promptly provide documentation listing each person that has provided or is providing services hereunder involving supervision or disciplinary authority over minors, and certifying that DLL has conducted the proper background check on such person or persons, and each of the named persons is legally permitted to perform the services described in this MOU. Regardless of whether such documentation is requested or delivered by DLL, DLL shall be solely responsible for compliance with the provisions of this SECTION.
3. That no person paid or unpaid by DLL shall be permitted to provide services requiring contact with children or providing food concessionaire services or other licensed concessionaire services in that area, unless DLL has complied with the TB testing

requirements set forth in SECTION 5163 of the California Public Resources Code, verifying that the person or persons has provided evidence/verification of a negative TB skin test reading less than two (2) years old (if newly hired) or within four (4) years (if current employee) of the date of execution of this MOU and every four (4) years thereafter, if the term of this MOU exceeds four (4) years.

For persons with a positive TB skin test reading, a physician's medical clearance must be obtained prior to services being provided as specified above. DLL shall keep on file each "Certificate" of clearance for the persons described above, and shall also make available a copy of each Certificate to CITY, if requested and allowed by law. "Certificate" means a document signed by a licensed examining physician and surgeon or a notice from a public health agency or unit of the tuberculosis association which indicates freedom from active tuberculosis.

4. DLL understands that if services are rendered on a school site, there may be additional requirements that may apply including without limitation, requirements under the California Education Code. DLL, acknowledges that it is DLL's sole responsibility to comply with all applicable laws, regulations and licensing requirements in DLL's provision of services hereunder.

I, DLL by signing below verify that I have read and agree to the above:

Signature/Title

Date

EXHIBIT C

INSURANCE REQUIREMENTS

Before beginning any work under this Agreement, DLL, at its own cost and expense, shall procure "occurrence coverage" insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the DLL and its agents, representatives, employees, and subcontractors. DLL shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects to the City. DLL shall maintain the insurance policies required by this section throughout the term of this Agreement. DLL shall not allow any subcontractor to commence work on any subcontract until DLL has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution.

It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to City as an additional insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater. The additional insured coverage under DLL's policy shall be "primary and non-contributory" and will not seek contribution from City's insurance or self-insurance and shall be at least as broad as CG 20 01 04 12. In the event DLL fails to maintain coverage as required by this Agreement, City at its sole discretion may purchase the coverage required and the cost will be paid by DLL. Failure to exercise this right shall not constitute a waiver of right to exercise later. Each insurance policy shall include an endorsement providing that it shall not be cancelled, changed, or allowed to lapse without at least thirty (30) days' prior written notice to City of such cancellation, change, or lapse.

I. Minimum Scope and Limit of Insurance

There shall be no endorsements reducing the scope of coverage required below unless approved by the City's Risk Manager.

| Type of Insurance | Minimum Limit |
|---|---|
| <p>1. Commercial General and Automobile Liability Insurance</p> <p>DLL, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this MOU in an amount not less than ONE MILLION DOLLARS (\$1,000,000) per occurrence, combined single limit coverage for risks associated with the work contemplated by this MOU. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general</p> | <p>\$1,000,000 per occurrence for bodily injury, personal injury and property damage or \$2,000,000 annual aggregate.</p> |

| | |
|---|--|
| <p>aggregate limit shall apply separately to the work to be performed under this MOU or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this MOU, including the use of owned and non-owned automobiles. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence from CG 0001. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 Code 1 (“any auto”).</p> | |
| <p>2. Abuse and Molestation Coverage</p> <p>Including coverages for any loss sustained or cost of defense of a claim of abuse and molestation arising from the negligent hiring, training, retention or supervision of any employees or volunteers.</p> | <p>Not less than \$100,000 each occurrence</p> |
| <p>3. Workers’ Compensation and Employer Liability</p> <p>DLL, at its sole cost and expense maintain Statutory Workers’ Compensation Insurance and Employer’s Liability Insurance for any all persons employed directly or indirectly by DLL. The Statutory Workers’ Compensation Insurance Employer’s Liability Insurance shall be provided with limits not less than ONE MILLION DOLLARS (\$1,000,000) per accident. In the alternative, DLL may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the Contract Administrator. The insurer, if insurance is provided, or DLL, if a program of self-insurance is provided, shall waive all rights of subrogation against the City and its officers, officials, employees, and volunteers for loss arising from work performed under this MOU. An endorsement shall state that coverage shall not be canceled except after thirty (30) days’ prior written notice by certified mail, return receipt requested, has been given to the City. DLL shall notify City within 14 days of notification from DLL’s insurer if such coverage is suspended, voided, or reduced in coverage or in limits.</p> | <p>\$1,000,000</p> |

II. Other Insurance Requirements

1. Additional Requirements. Each of the following shall be included in the insurance coverage or added as an endorsement to the policy:
 - a. City and its officers, employees, agents, and volunteers shall be covered as additional insured with respect to each of the following: liability arising out of activities performed by or on behalf of DLL, including the insured's general supervision of DLL: products and completed operations of DLL, premises owned, occupied, or used by DLL, and automobiles owned, leased, or used by DLL. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents or volunteers.
 - b. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
 - c. An endorsement must state that coverage is primary insurance with respect to the City and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by the City shall be called upon to contribute to a loss under the coverage.
 - d. Any failure of DLL to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.
 - e. An endorsement shall state that coverage shall not be canceled except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. DLL shall notify City within 14 days of notification from DLL's insurer if such coverage is suspended, voided or reduced in coverage or in limits.
 - f. All insurance required is to be placed with insurers having a Bests' rating of no less than A:VII.
 - g. Prior to beginning any work under this MOU, DLL shall furnish City with certificates of insurance and with original endorsements effecting coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The City reserves the right to require complete, certified copies of all required insurance policies and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.
 - h. DLL agrees to include with all subcontractors in their subcontract the same requirements and provisions of this MOU including the Indemnification and Insurance requirements to the extent they apply to the scope of the Subcontractors hired by DLL agree to be bound to DLL and the City in the same manner and to the same extent as DLL is bound to the City under the MOU documents. Subcontractor further agrees to include these same

provisions with any Sub-subcontractor. A copy of the Owner Contract Document Indemnity and Insurance provisions will be furnished to the Subcontractor upon request. The General contractor shall require all subcontractors to provide a valid certificate of insurance and the required endorsements included in the agreement prior to commencement of any work and will provide proof of compliance to the City.

- i. The City may approve a variation in the foregoing insurance requirements, upon a determination that the coverages, scope, limits and forms of such insurance are either not commercially available, or that the City's interest are otherwise fully protected.
- j. All self-insured retentions (SIR) and/or deductibles must be disclosed to the City for approval and shall not reduce the limits of liability. Policies concerning any self-insured retention provision and/or deductible may be satisfied by either the named insured or the City.
- k. In the event that any coverage required by this section is reduced, limited or materially affected in any other manner, DLL shall provide written notice to City at DLL's earliest possible opportunity and in no case later than five days after DLL is notified of the change in coverage.
- l. In addition to any other remedies City may have if DLL fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for DLL's breach:
 - Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the MOU;
 - Order DLL to stop work under this MOU or withhold any payment that becomes due to DLL hereunder, or both stop work and withhold any payment, until DLL demonstrates compliance with the requirements hereof; and/or
 - Terminate this MOU.

2722926.1



City of Dublin

Sports Fields Use Policy

The City of Dublin has several sports fields available for use by the community on a permit basis. The Sports Field Use Policy establishes rules, regulations, procedures and fees governing use of City sports fields. Fields available for rental are at the following park locations.

Dublin Sports Grounds, located on Dublin Boulevard at Civic Plaza, includes:

- Five Baseball Fields (one lighted 90' and four 60' diamonds)
- Six soccer fields (two lighted)
- Two lighted softball fields

Emerald Glen Park, located on Tassajara Road between Central Parkway and Gleason Drive, includes:

- Four soccer fields
- Three baseball fields (one 80' and two 60' diamonds)
- One cricket field

Fallon Sports Park, located on Lockhart Street between Central Parkway and Gleason Drive, includes:

- Two 60' baseball fields
- Two lighted softball fields
- Two lighted synthetic turf soccer/lacrosse fields

Ted Fairfield Park, located at North Dublin Ranch Drive and Antone Way, includes:

- One 60' baseball field
- One soccer field

Definition of Use

Organized Use – meeting any of the following conditions: (A) league games, practices, tournaments, clinics, instruction, special events; or other uses where a fee is charged for participation, (B) a rental application with more than three dates of use requested, (C) a rental application with more than one field requested.

Casual Use – meeting the following conditions: three dates or less requested and only one field requested.

Classification of Users

Group 1. **Public Agencies** (Agencies serving the City of Dublin including Alameda County, Dublin-San Ramon Services District, Dublin Unified School District, etc.)

Group 2. **Dublin Sports League Organizations** (Organized sports league groups with current IRS non-profit status, whose membership is open to the public. The organization's membership must be as listed below:

- a) *Youth Sports League Organizations – at least 75% Dublin residents.*
- b) *Adult Sports League Organizations – at least 51% Dublin residents.*

Group 3. **Dublin Chamber of Commerce, Dublin Charitable and Social Welfare Organizations** (Organized non-profit groups with current 501(c)(3) or 501(c)(4) IRS status, whose membership is open to the public and whose primary purpose is to serve the Dublin community. The organization's membership must be at least 51% Dublin residents. An organizational file must be completed on an annual basis to receive the priority and fees of this classification. Regional and National non-profit groups that do not meet the 51% resident membership requirement may submit a letter addressed to the Parks & Community Services Department that demonstrates the direct community benefit of the facility use. Such letters will require the approval of the City Manager or their designee.)

Group 4. **Individuals or Other Groups** (Groups who do not meet the criteria listed above and/or activities such as games or practices, etc.)

- a) *Resident (Individuals must reside or own property within Dublin City Limits; Groups must have membership made up of at least 51% Dublin residents; current roster must be submitted with application)*
- b) *Non-Resident*

- Group 5. **Commercial Uses** (Companies, groups or individuals whose practices, clinics, camps or games have an admission fee or include the sales of goods or services, including those contracted by any field lessees, regardless of classification)
- a) *Resident (Organization or individual must be located within the Dublin City Limits and have current City of Dublin Business License. If there is no company facility, person responsible for event must reside or own property within the Dublin City Limits)*
 - b) *Non-Resident*

Priority of User Groups

The City reserves the right to reschedule use to accommodate Dublin Sports League Organizations requiring specified use fields (cricket, 90' baseball, synthetic turf).

Group 1 and Group 2 - Reservations accepted up to six months in advance of requested dates of use. **For use from March 1-July 15**, Dublin Little League will have priority for use of the baseball fields at Dublin Sports Grounds, Emerald Glen Park and Fallon Sports Park. **For use from July 16-December 15**, Dublin United Soccer League will have priority for use of the soccer fields at Dublin Sports Grounds, Emerald Glen Park and Fallon Sports Park.

Group 3 and Group 4 (Resident) - Reservations accepted four months in advance of requested dates of use.

Group 4 (Non-Resident) and Group 5 - Reservations accepted two months in advance of requested dates of use.

How to Make a Reservation

Please note that the City requires the applicant, not another party, to complete all transactions and provide the insurance required for the rental.

1. To reserve a sports field, a Sports Field Rental Application must be submitted for approval a minimum of ten business days prior to the rental date. Submitting an application fewer than ten business days prior to the rental date will only be accepted with Department approval. In each case, an administrative fee of \$5 per rental will apply.
Applications for **organized use** must include complete schedules including dates, times and fields requested for practices and games. Approval takes three to five business days; notification of application status will be e-mailed.
2. Applications must be submitted in person at the Parks and Community Services Department Office at the Dublin Civic Center, 100 Civic Plaza, Dublin. Applications are accepted between the hours of 8:00 A.M. and 5:00 P.M., Monday through Friday, holidays excepted.
3. In order to receive a resident rate, the applicant (i.e. the person responsible for the activity, payment of fees and provision of insurance) must live or own property within Dublin's City Limits. Verification of residence address will be required (valid California driver's license or current utility bill).
4. Groups applying under the Group 2 or 3 classification must have an "Organization Verification Form" on file, or submit one with the following: 1) Bylaws, and 2) Current I.R.S. Tax Exemption Letter. Groups claiming Dublin residency must provide a current membership roster (Group 2a - 75% of membership must reside in Dublin, Group 2b - 51% of membership must reside in Dublin). Applications will not be accepted without these items.
5. The City reserves the right to book additional events before or after an applicant's confirmed rental time.

Hours of Rental Use

1. The City's sports fields are available for rental from 8:00 A.M. to 10:00 P.M. Turf fields are available March 1 through December 15; synthetic turf fields are available year round.
2. A minimum of one hour will be required per field rental application.
3. Hours of use must include the amount of time needed for the event, including setup and cleanup.
4. The field must be vacated by the time specified on the approved Sports Field Rental Application.

Payment Schedule

INITIAL:

1. **For casual use:**
 - a) A security deposit and insurance are not required for casual use of City fields.
 - b) Rental fees are payable at the time the Sports Field Rental Application is submitted.

2. For organized use:

- a) At the time the application is submitted, a \$250 refundable security deposit is required.
 - b) Final payment of rental fees must be made no later than 30 days after receipt of an approved rental contract/confirmation. **Payments not received by this deadline may result in cancellation of the rental and forfeiture of the deposit.** If the application is received less than 30 days prior to the first date of the rental, then payment is due immediately upon receipt of a rental contract/confirmation.
 - c) Security deposits will be returned by mail within 30 days of the last date of the rental providing there are no violations of the Sports Field Use Policy, the rental hours exceeded, excessive cleaning required, or damages to the facility.
3. Payments may be made by Visa, MasterCard, Discover, American Express, check, or cash. Make checks payable to City of Dublin. Checks and credit cards must be drawn on the account of the person or organization listed as the applicant.

INITIAL:

Cancellations, Changes and Refunds

1. No refund or credit will be issued for a cancellation or reduction of pre-booked hours within ten business days of the rental date.
2. If submitted less than ten business days prior to the rental date, there will be an administrative per booking fee of \$5 on each request to shift scheduled booking hours to a new scheduled time within the same day without any reductions. A \$5 fee will also apply for each subsequent request to shift the booking. A change of date is considered a cancellation.
3. Adding hours fewer than ten business days prior to the rental will only be accepted with Department approval. In each case, an administrative fee of \$5 will apply for each addition.
4. In the event the field is not available due to rain or wet field conditions, a credit will be issued if the office is notified in writing within four business days after the scheduled date of use.
5. All credits expire one year after the date of issue and can only be used for field or field light rentals.
6. Credits are not issued for unused hours.
7. Occasionally it may be necessary to reschedule, relocate or cancel a request previously approved. In this event, the group or individual will be given as much advance notice as possible.

General Rental Information

1. A responsible adult from the rental group must supervise the premises for proper use during all rental hours.
2. Groups of minors must be supervised by two adults for each twenty minors at all times while using the field(s).
3. It is prohibited to paste, tack, glue or post any sign, placard, advertisement or inscription or erect any sign in the park (per City Ordinance) without prior permission from the Parks and Community Services Director, or designee.
4. Smoking is prohibited within 100 feet of Children's Play Areas, Sports Fields, Sport Courts, Snack Bars and Picnic Areas.
5. Parking is permitted in painted parking stalls only. Vehicles parked illegally will be cited.
6. Facility Use Permits cannot be transferred, assigned or sublet.
7. The consumption, serving and/or selling of alcoholic beverages is not permitted in the parks.
8. No use is permitted on turf fields if the rain indicator light is on. (Rain indicator lights are located at the Dublin Sports Grounds restroom building near Soccer Field #4; Emerald Glen Park restroom building near the basketball courts, and Fallon Sports Park on the baseball and softball outfield fences. There are no rain indicator lights at Ted Fairfield Park.) Leagues are responsible for assuring that their teams observe this rule. Synthetic turf soccer fields are all weather play.
9. Softballs must be rated "Restricted Flight."
10. Spectators are not permitted in dugouts or playing fields during event play.
11. Hitting or kicking balls into any fence or against any building is prohibited.
12. Bases, equipment and field preparation (drag, water, lines, etc.) are not provided.
13. Fields scheduled after dusk will require rental of field lights. All rentals must end by 10:00 p.m.
14. Fields are to be used for appropriate sports use. Events must be suitable and compatible to the field selected.
15. The 60' baseball diamonds are designated for youth use only.
16. Lining or marking of the field is not allowed without prior written approval from the City.
17. No equipment storage is allowed at park sites without prior written approval from the Parks and Community Services Director.
18. Programs that duplicate in any form programs offered by the Parks and Community Services Department may be denied.

19. Requests for exception to the Sports Field Use Policy must be submitted in writing to the City Manager, or designee, no later than 30 days prior to the date of use requested. Approval or denial of the request will be issued in writing.

Synthetic Turf Fields at Fallon Sports Park

INITIAL:

1. An approved rental permit is required to use the synthetic turf fields.
2. Food and beverages, including gum, seeds, nuts, candy or sports drinks are prohibited. Water only. Glass bottles or containers are prohibited.
3. Any cleats that are used must be rubber; no metal spikes.
4. Chairs, umbrellas, tents, flags and other outdoor furniture are not allowed on the field. Spectator seating is only allowed in designated areas off of the field.
5. No driving in of stakes.
6. Lining or marking of the field is not allowed without prior written approval from the City.
7. Smoking and tobacco products are prohibited.
8. Dogs or pets of any kind are prohibited on the synthetic turf.
9. Barbecues are prohibited.
10. Bikes, roller blades, skateboards, strollers, motorized vehicles or high-heeled shoes are prohibited.

Insurance Requirements

INITIAL:

All applicants for **organized use** shall provide the City of Dublin with a valid Certificate of Liability including the endorsement page written through carriers acceptable to the City of Dublin. Such certificate shall provide Bodily Injury and Property Damage Liability protection in the amount of \$1,000,000 per occurrence. The applicant must be specified as the insured. The Certificate shall name the City of Dublin as an **“additional insured”** in conformance with the hold harmless agreement as outlined in the Sports Field Use Application and must specify that the applicant’s insurance shall be **primary to any insurance carried by the City**. The certificate shall be properly executed with the original signature of the authorizing insurance agent. The Certificate is due at the time final payment is made. **Note: Please contact your insurance provider to check if your homeowner’s policy may be extended to cover your facility rental.**

Security Deposit

INITIAL:

A \$250.00 Security Deposit is due when the application is submitted. The Security Deposit is refundable provided there are no violations of the Sports Field Use Policy, the rental hours exceeded, excessive cleaning required, or damages to the facility.

Rental Fees**INITIAL:**

| | <i>Effective 07/2012</i> | <i>Effective 07/2013</i> | <i>Effective 07/2014</i> |
|--|------------------------------|------------------------------|------------------------------|
| GROUP 1 – PUBLIC AGENCIES <u>AND</u> GROUP 2A – DUBLIN YOUTH SPORTS LEAGUES | | | |
| Turf Field per Hour | \$6.30 | \$6.60 | \$7.00 |
| Synthetic Turf Field per hour | \$21.00 | \$23.00 | \$25.00 |
| Lighting Charge per hour | \$24.40 | \$24.80 | \$25.40 |
| GROUP 2B – DUBLIN ADULT SPORTS LEAGUES <u>AND</u> GROUP 3 – DUBLIN CHAMBER OF COMMERCE AND DUBLIN-BASED CHARITABLE AND SOCIAL WELFARE ORGANIZATIONS | | | |
| Turf Field per Hour | \$14.85 | \$15.70 | \$16.80 |
| Synthetic Turf Field per hour | \$43.00 | \$46.00 | \$50.00 |
| Field Lighting Charge per hour | \$25.00 | \$26.00 | \$27.20 |
| GROUP 4 - INDIVIDUALS / OTHER GROUPS | | | |
| Turf Field per hour (Dublin Resident) | \$18.90 | \$19.80 | \$21.00 |
| Turf Field per hour (Non-Resident) | \$23.00 | \$24.00 | \$25.20 |
| Synthetic Turf Field per hour (Dublin Resident) | \$53.75 | \$57.50 | \$62.50 |
| Synthetic Turf Field per hour (Non-Resident) | \$90.00 | \$96.30 | \$104.70 |
| Field Lighting Charge per hour (Dublin Resident) | \$32.60 | \$33.20 | \$34.00 |
| Field Lighting Charge per hour (Non-Resident) | \$39.10 | \$39.80 | \$40.80 |
| GROUP 5 - COMMERCIAL USES | | | |
| Turf Field per hour (Dublin Resident) | \$30.40 | \$31.80 | \$33.60 |
| Turf Field per hour (Non-Resident) | \$36.60 | \$38.20 | \$40.30 |
| Synthetic Turf Field per hour (Dublin Resident) | \$86.00 | \$92.00 | \$100.00 |
| Synthetic Turf Field per hour (Non-Resident) | \$144.00 | \$185.00 | \$250.00 |
| Field Lighting Charge per hour (Dublin Resident) | \$52.00 | \$53.00 | \$54.40 |
| Field Lighting Charge per hour (Non-Resident) | \$62.30 | \$63.60 | \$65.30 |

Tournaments

1. Tournaments will be charged a Facility Attendant fee of \$15 per hour per park in addition to the rental fees.
2. All tournaments must provide a tournament director or designee who shall remain onsite at each location throughout the duration of the tournament. The rental applicant or tournament director will meet with a City Representative at least 30 days prior to the tournament to discuss logistics of the tournament. Based on the size of the tournament, the rental group may be required to rent outdoor toilet facilities and/or be charged for extra litter pick-up or added staffing.

The City of Dublin reserves the right to deny the use of City Sports Fields to any person or group if such use is deemed to be contrary to the best interest of the City, the facility, and/or Dublin residents. Applicants should thoroughly review the Facility Use Policy to become familiar with all rental fees, policies and procedures.



Sports Fields Rental Application

City of Dublin - Parks and Community Services Department

100 Civic Plaza, Dublin, California 94568

(925) 556-4500

APPLICANT INFORMATION

Last Name: _____ First Name: _____

Organization (if applicable): _____

Address: _____ City: _____ Zip Code: _____

Best Contact Number(s) During the Day: _____

E-Mail: _____

Have you rented one of our facilities before? Yes No (please circle)

CLASSIFICATION OF APPLICANT

- Group 1 – Public Agencies
- Group 2a – Dublin Youth Sports League Organizations* Group 2b – Dublin Adult Sports League Organizations*
- Group 3 – Dublin Chamber of Commerce, Dublin Charitable and Social Welfare Organizations*
- Group 4a – Resident Individuals or Other Groups** Group 4b – Non-Resident Individuals or Other Groups
- Group 5a –Resident Commercial Uses** Group 5b – Non-Resident Commercial Uses

*Must submit the organization's roster (must be 75% Dublin resident for youth leagues and 51% Dublin resident for adult leagues and non-profit organizations), bylaws and current IRS tax exemption letter (must be 501c3 or 501c4) at the time of application.

**Proof of residency required at the time of application (valid California Driver's License/ID or current utility bill).

RENTAL FUNCTION INFORMATION

- Use Type:** Organized Use
- (A) League games, practices, tournaments, clinics, instruction, special events, or a fee is charged for participation.
 - (B) Rental application with more than three dates of use requested.
 - (C) Rental applications with more than one field requested.

- Casual Use - Rental application with three dates or less requested and only one field requested.

Function Type: Practice Game Tournament (Attendant Fee Required) Fundraiser Other: _____

Type of Sport or Event: _____

Facility: Dublin Sports Grounds Fallon Sports Park Emerald Glen Park Ted Fairfield Park

Turf Type: Grass Synthetic (Fallon Sports Park only)

Field Type: Soccer Field Baseball Field Softball Field Cricket Field Number/Letter: _____

Rental Date: _____ Day: _____ Start Time: ____:____ am/pm End Time: ____:____ am/pm Lights? Yes / No

Rental Date: _____ Day: _____ Start Time: ____:____ am/pm End Time: ____:____ am/pm Lights? Yes / No

Rental Date: _____ Day: _____ Start Time: ____:____ am/pm End Time: ____:____ am/pm Lights? Yes / No

Will the function be open to the public? Yes No

Will an admission fee be charged? Yes* No *Purpose of fee? _____

The undersigned, hereby agrees to be responsible for any damage to the facility occurring during and by this use, and agrees to be responsible for the conduct of all persons attending this function. Applicant further agrees to be responsible for any accident or injury occurring to anyone during and by this use, and agree that the City of Dublin, its officers and employees, shall not be responsible for any such injury or loss, except as arises from the sole willful act, omission or sole negligence of the City of Dublin, its officers or employees. The undersigned has received a copy of the Sports Field Use Policy and agrees to comply with the rules and regulations listed therein.

Signature of Applicant

Organization (if applicable)

Date

APPLICANT INFORMATION

Last Name: _____ First Name: _____

Organization (if applicable): _____

RENTAL FUNCTION INFORMATION

Facility: Dublin Sports Grounds Fallon Sports Park Emerald Glen Park Ted Fairfield Park

Turf Type: Grass Synthetic (Fallon Sports Park only)

Field Type: Soccer Field Baseball Field Softball Field Field Number or Letter: _____

Rental Date: _____ Day: _____ Start Time: __:__ am/pm End Time: __:__ am/pm Lights? Yes / No

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Rental Date: _____ Day: _____ Start Time: __:__ am/pm End Time: __:__ am/pm Lights? Yes / No

Rental Date: _____ Day: _____ Start Time: __:__ am/pm End Time: __:__ am/pm Lights? Yes / No

Rental Date: _____ Day: _____ Start Time: __:__ am/pm End Time: __:__ am/pm Lights? Yes / No

RESERVATION STATUS - FOR OFFICE USE ONLY

 APPROVED DENIED

Recreation Supervisor _____

Date _____

- APPLICATION
- SECURITY DEPOSIT/CARD
- CALENDAR
- BOOKED ON COMPUTER
- APPROVAL LETTER
- INSURANCE CERTIFICATE RECEIVED
- CITY ISSUED INSURANCE CERTIFICATE
- CLEAN-UP SLIP
- STAFF SCHEDULED
- COPY OF APPROVED APPLICATION TO GYMNASIUM CLIPBOARD
- CONFIRMATION LETTER

PAYMENT INFORMATION - FOR OFFICE USE ONLY

 SECURITY DEPOSIT

DATE: _____ CASH: _____ CHECK #: _____ RECEIPT NUMBER: _____ STAFF INITIAL: _____

 FINAL PAYMENT
 RENTAL FEE: _____ x \$ _____ = \$ _____
 NUMBER OF HOURS HOURLY RENTAL FEE FINAL PAYMENT AMOUNT

DATE: _____ CASH: _____ CHECK #: _____ RECEIPT NUMBER: _____ STAFF INITIAL: _____

 CITY ISSUED INSURANCE CERTIFICATE

DATE: _____ CASH: _____ CHECK #: _____ RECEIPT NUMBER: _____ STAFF INITIAL: _____

REFUND STATUS - FOR OFFICE USE ONLY

CLEANUP STATUS: SATISFACTORY UNSATISFACTORY

ADDITIONAL CHARGES:

 ADDITIONAL HOURS OF USE (_____ HOURS @ \$ _____ PER HOUR) \$ _____ TOTAL ADDITIONAL CLEANUP REQUIRED \$ _____ TOTAL DAMAGE TO FACILITY OR EQUIPMENT \$ _____ TOTALDEPOSIT: REFUNDABLE AMOUNT REFUNDED: \$ _____ DATE CLAIM FORM TO FINANCE: _____ PARTIALLY REFUNDABLE AMOUNT REFUNDED: \$ _____ DATE CLAIM FORM TO FINANCE: _____ FORFEITED BALANCE DUE IF ANY: \$ _____ DATE LETTER SENT TO APPLICANT: _____



STAFF REPORT

PARKS & COMMUNITY SERVICES COMMISSION

DATE: November 14, 2016

TO: Honorable Chair and Commissioners

FROM: Rich Jochner, Recreation Supervisor

SUBJECT: Senior Center Registration Program

EXECUTIVE SUMMARY:

The Commission will receive a report on a proposal for a Senior Center Registration Program. This program will allow the City to better account for who is using the Senior Center, and bring convenience to the consumer by requesting a waiver annually as opposed to daily, plus allow the use of pre-funded cards instead of paying for activities daily.

FINANCIAL IMPACT:

A Registration fee would replace the current Supporter program and help to offset the administrative costs to administer the program. The Registration Program would have two registration levels. The first level would be for an individual registration at \$20 for residents, and the second level would be for a VIP registration which includes an individual registration plus two single day facility guest passes at \$30 for residents. The non-resident rate would be 20% higher.

RECOMMENDATION:

Receive the Report, provide feedback, and make a recommendation on the program.

DESCRIPTION:

The Dublin Senior Center currently has a Supporter program with an annual fee of \$9.00. This program is optional and does not require the "supporter" to attend the Senior Center. The benefit of being a supporter is to be mailed a copy of the quarterly Senior Center newsletter, the 'Dublin Doings.'

Staff recommends replacing the Supporter Program with a new Registration Program using the advanced capabilities of the new recreation management software, Vermont Systems (VSI). Those registered will be given a Dublin Senior Center registration card. This will accomplish two objectives.

The first objective is to ensure that the City can account for the persons taking part in scheduled and leisure activities at the Senior Center. Currently patrons enter the Senior Center building and are not accounted for unless they participate in an activity. Should there be a medical emergency or a disaster, there might not be a

viable method to account for who is in the facility and their emergency contact information. Modeling what many other Senior Centers in the Bay Area have already implemented, this program would require all Dublin Senior Center patrons to register or check-in upon entrance to the facility. The Registration Program would allow Staff to obtain emergency contact information for each patron and verify who has entered the facility on a daily basis.

The second objective is to create operational efficiencies at the Center. Currently, each program participant must fill out a waiver per program and funds are collected each time they participate in a program/activity. Under the proposed Registration Program, the waiver would be filled out annually and the card holder would have the convenient option to pre-pay to participate in multiple activities rather than pay each time.

Staff anticipates the program will officially commence on March 1, 2017. The suggested fee for the Senior Center Registration Program would be \$20 yearly for residents and \$24 for non-residents. Patrons 85 and older would receive honorary status and no annual fee.

A card program would feature the following benefits to patrons:

- Each person would be asked to annually update a waiver form with emergency contact information and receive a card for doing so.
- The Senior Center quarterly newsletter, the ‘Dublin Doings’ would be emailed to them or available for pick-up.
- During senior programming hours, access to shared use of the television, lounge, patios and computer center, free coffee and snacks, attendance at free workshops, use of jigsaw puzzles, and use of the lending library (books, magazines, CDs).
- All drop-in classes are charged the registered rate as opposed to a non-registered (daily) rate of a minimum of \$2 per class more than the registered rate.
- Opportunity to pre-pay to participate in multiple activities/programs with monthly and/or quarterly options.

For those who are not interested in registering for a card, the following conditions would apply:

- A day use pass would cost \$5 for leisure use of the facility (this would also be in addition to any class or program fee, excluding the lunch program).
- Drop-in classes would be charged at a higher rate; a minimum of \$2 per class more than those who are registered.
- Non-card holders would be required to complete a waiver form on each visit or program registration.

At the October 6, 2016 Senior Center Advisory Committee meeting, the Committee voted 3-1-0, with Commissioner Krausnick absent, to establish a Senior Center Registration Program with two registration levels. The first level would be for an individual registration at \$20 for residents, and the second level would be for a VIP registration which includes an individual registration plus two single day facility guest passes at \$30 for residents. The non-resident rate would be 20% higher.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

None.

ATTACHMENTS:

None.



STAFF REPORT

PARKS & COMMUNITY SERVICES COMMISSION

DATE: November 14, 2016

TO: Honorable Chair and Commissioners

FROM: Micki Cronin, Asst. Director of Parks & Community Services

SUBJECT: The Wave at Emerald Glen Park – Proposed Grand Opening Activities and Fee Schedule

EXECUTIVE SUMMARY:

The Commission will receive a report on the proposed grand opening activities and Fiscal Year 2016-17 fee structure for The Wave at Emerald Glen Park.

FINANCIAL IMPACT:

The proposed pricing included in this report was developed to support revenue and expenditure assumptions in the approved Fiscal Year 2016-17 Budget. It is estimated that The Wave at Emerald Glen Park will require a one million dollar subsidy during the first year of operation. The goal is to reduce this subsidy through operational planning and programming adjustments within 18 to 24 months of operations. Fees will be set as an amendment to the Master Fee Schedule prior to the opening of the facility.

RECOMMENDATION:

Receive the Report and recommend the proposed fee structure for The Wave at Emerald Glen Park for Fiscal Year 2016-17.

DESCRIPTION:

As construction of The Wave at Emerald Glen Park nears completion early next calendar year, Staff wanted to provide an update to the Commission on the plans for the opening of the facility as well as information regarding the proposed fee structure, specifically for this first year of operation.

The contractor is expected to turn over the facility to the City by the end of February 2017, barring any weather delays or unexpected circumstances. Staff has penciled a tentative opening date of April 22, 2017, but will have a much clearer picture about opening the facility in January 2017, as construction winds down. Staff estimates that it will need between 60-75 days to prepare the facility and Staff for full operation.

Prior to the opening of the facility, Staff plans to host a number of events and activities. Following is a summary of what is being proposed.

Open House Event: Staff proposes to host an open house for the current City Council, former City Councilmembers, Commissioners, City employees, and contractors to tour the facility.

Community Preview Days: Staff proposes to host two community preview days with guided tours of the facility on Saturday, April 15 and Thursday, April 20, 2017. The community preview days coincide with the Eggstravaganza and the second Farmers’ Market scheduled at Emerald Glen Park. The community preview days will include guided tours, information on the Grand Opening Ceremonies, and promotional materials for The Wave.

Grand Opening Ceremony: Staff proposes a Grand Opening Ceremony be tentatively scheduled for Saturday, April 22, 2017 at 9:00 AM. This event would be open to the public with invitations to current and past City Councilmembers, Commissioners, as well as City employees and contractors, public officials from neighboring cities, and regional dignitaries. The event will include the ribbon cutting, light snacks, facility tours, commemorative item and entertainment at the amphitheater. The Wave will then open to the public for its first regular day of operation from 11:00 AM to 6:00 PM.

Construction Team Recognition Event - Post Opening: In recognition of the efforts of the design and construction teams, Staff will reach out to Overaa Construction, Dahlin Group, Harris and Associates, and other sub-contractors inviting them to participate in a recognition event. This event is suggested to take place prior to the opening of the facility with guest passes to key stake holders, workers and their families to allow these guests to utilize the amenities at The Wave.

The Wave - Fee Structure

Once operational, The Wave at Emerald Glen Park will offer a variety of programs and rental opportunities. This report includes the proposed fees for admission, rental opportunities and program fees. Admission to The Wave at Emerald Glen Park includes use of the waterslide tower and the children’s play pool. The competition pool and natatorium may have some program overlap during normal operational times; however, all pools and amenities are currently scheduled to be available from 1:00 to 4:00 PM each day.

To determine competitive pricing structure, Staff has reviewed current fees charged by comparable activities within the 30-mile market area. Staff evaluated the pricing of nearby aquatic facilities in the cities of Antioch, Fremont, Santa Clara, Concord and San Jose.

Staff proposes a tiered pricing system for general admission for the facility during operational hours. The proposed pricing reflects the ability to offer promotional rates and discounted rates for patrons visiting the facility during the late afternoon hours, once demand has peaked for the day. Ranges have been established for most categories in order to allow for pricing flexibility during the first season of operation. Pricing will rely on determining high use periods, supply and demand. In addition, we have refrained from establishing monthly or annual passes for the first year of operation in order to measure use cycles, operational costs and value. In addition, all fee structures and program services will be evaluated after the first year of operations.

Admission Fees

Staff is proposing admissions fees for full and partial day use. Within these two categories, Staff is recommending pricing based on height, group use and resident status:

Full Day (11:00 AM – 6:00 PM)

| | Range | Proposed 2017 Resident Fee | Proposed 2017 Non-Resident Fee |
|--------------------|--------------|-----------------------------------|---------------------------------------|
| Under 40" | \$11 - \$20 | \$13 | \$15 |
| Over 40" | \$13 - \$26 | \$15 | \$17 |
| Group Prices (25+) | \$8 - \$18 | \$12 | \$12 |

Afternoon/Partial Day (3:00 PM – 6:00 PM)

| | Range | Proposed 2017 Resident Fee | Proposed 2017 Non-Resident Fee |
|--------------|--------------|-----------------------------------|---------------------------------------|
| Under 40" | \$9 - \$16 | \$11 | \$13 |
| Over 40" | \$10 - \$18 | \$13 | \$15 |
| Group Prices | \$7 - \$15 | \$10 | \$10 |

Although no specific promotions are currently identified, the admission range sets the limits for admission charged and will inform price-setting for special events and promotions.

Rental Fees

In addition to admission fees, Staff is recommending rental use pricing for items such as cabanas, group picnic areas and luxury chaise loungers during normal operational hours.

| Shaded Space Rentals | Not to Exceed* | 2017 Proposed Fee |
|---|-----------------------|--------------------------|
| Cabanas (3) 10'x10' structure with privacy screening, patio furniture & cooler (per cabana rate) | \$100 | \$60 |
| Group Picnic Areas (5) shaded areas with picnic benches seating 50 (per group picnic area rate) | \$150 | \$100 |
| Luxury Lounges (10+) Portable shaded coverings with two chaise lounges & cooler (per lounge rate) | \$75 | \$40 |

**Based on day and time of use, these fees could be discounted.*

Facility Rental Fees

Staff has conducted research within a 30-mile radius with like facilities and the fees have been structured to be comparable based on like amenities. These amenities will be available for rentals outside of normal operational hours.

| Amenity | Per Hour Range | Proposed 2017 Hourly Rental Prices |
|--|-----------------------|---|
| Competition Pool, Natatorium, Children's Play Pool & Full Waterslide Tower | \$1,200 - \$1,750 | Residents \$1,200 Non-Residents \$1,440 Non-Profits \$1,200 Commercial \$1,750 |
| Children's Play Pool | \$330 - \$500 | Residents \$330 Non-Residents \$400 Non-Profits \$330 Commercial \$500 |
| Lower Level of Tower | \$380 - \$560 | Residents \$380 Non-Residents \$460 Non-Profits \$380 Commercial \$560 |
| Full Waterslide Tower | \$450 - \$680 | Residents \$450 Non-Residents \$540 Non-Profits \$450 Commercial \$680 |
| Natatorium Rental | \$280 - \$410 | Residents \$280 Non-Residents \$340 Non-Profits \$280 Commercial \$410 |

| | | |
|---|---------------|---|
| Competition Pool Rental | \$280 - \$410 | Residents \$280 Non-Residents \$340 Non-Profits \$280 Commercial \$410 |
| Community Room Rental | \$170 - \$260 | Residents \$170 Non-Residents \$200 Non-Profits \$170 Commercial \$260 |
| Picnic Area Rental (added to other rental) | \$25 | Add-On Amenity, Flat \$25/hr fee |
| Additional Staff | \$30 | Add-On Staffing Charge where appropriate, Flat \$30/hr fee |
| Amenity Charge/Additional Set-up Fee | \$50 per item | Add-On Facility Use Fee where appropriate for use of amenities such as PA, Scoreboard, Water Polo Configuration, or other recreational amenities not included in standard rental fees |

Program (Recreation) Fees

Self-directed fitness (e.g. lap-swimming and water walking) and group training (e.g. water fitness and swimming lessons) are also proposed as fee-based activities. Given the variety of staffing and associated costs, a wide pricing range is recommended. If the fee range is approved, Staff will establish the program fees for 2017 using the following fee structure:

| Program Fees | Range | 2017 Proposed Fee |
|--|--------------|--------------------------|
| Youth Swimming Lessons (per class rate) | \$13 - \$20 | \$14 |
| Pre-school Swimming Lessons (per class rate) | \$18 - \$35 | \$20 |
| Semi-Private Swimming Lessons (per class rate) | \$35 - \$60 | \$35 |
| Private Swimming Lessons (per class rate) | \$60 - \$80 | \$55 |
| Lap Swim/Water Walking | \$4 - \$8 | \$6 |

Staff anticipates additional programs will be added as the operational times and class types are identified. The program fee range will provide guidance for program charges as these programs are developed.

The City Council reviewed the initial Staff Report on the proposed activities related to the opening of the facility and considered the proposed fee structure for The Wave at the Emerald Glen Park while also directing Staff to take the proposed fee structure for The Wave at Emerald Glen Park for Fiscal Year 2016-17 to the Parks and Community Services Commission.

Staff recommends that the Parks and Community Services Commission recommend the proposed fee structure for Fiscal Year 2016-17 to City Council.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

None.

ATTACHMENTS:

None.



STAFF REPORT

PARKS AND COMMUNITY SERVICES COMMISSION

DATE: November 14, 2016

TO: Honorable Chair and Commissioners

FROM: Rhonda Franklin, Management Analyst

SUBJECT: New Registration Management Software

EXECUTIVE SUMMARY:

The Commission will receive a report on the new registration management software.

FINANCIAL IMPACT:

None.

RECOMMENDATION:

Receive the Report.

DESCRIPTION:

The City of Dublin Parks and Community Services Department currently uses recreation management software to register customers for classes, activities, events, memberships, and leagues, and to book facility rental reservations. The software currently being used is called CLASS, a product of The Active Network, Ltd. The Active Network provided notification to its customers that the CLASS product is being phased out, with technical support ending on November 30, 2017. As a result, over the past year, Staff has been researching replacement recreation management software.

Staff worked with Client First, a software consulting firm, to conduct a needs assessment, prepare a Request for Proposals, determine feature /function requirements, review and rate vendor demonstrations, and select a vendor that best accommodated the software needs of the Department and the City as a whole. The software selected was Vermont System's (VSI) RecTrac (and related products WebTrac, etc.).

Staff is currently in the process of receiving system training and working on system implementation for an anticipated go-live date of January 3, 2017. System implementation includes an outreach plan to notify and prepare existing customers and the community-at-large for the new software in advance of the go-live date.

NOTICING REQUIREMENTS/PUBLIC OUTREACH:

None.

ATTACHMENTS:

None.

ITEM NO: 8.4