

**PARKS AND RECREATION
COMMISSION AGENDA
AMENDED**

**Thursday, December 14, 2023
7:00 P.M.**

Operation Services Center – 3333 Busch Rd

Meetings are held in-person and streamed live on YouTube at:

<https://www.youtube.com/user/TheCityofPleasanton>

Public participation: It is requested that members of the public wishing to address the Parks and Recreation Commission submit a speaker card. When public comment is opened on an agenda item, individuals may speak once per agenda item.

In Person at the Operation Services Center:

- Submit a physical speaker card to the clerk at the meeting. When your name is called, please provide comment at the podium.

CALL TO ORDER

- Pledge of Allegiance
- Roll Call

AGENDA AMENDMENTS

MINUTES

1. Approve regular meeting minutes of November 9, 2023

MEETING OPEN TO THE PUBLIC

2. Introductions/Awards/Recognitions/Presentations:
3. Public Comment from the audience regarding items not listed on the agenda. *Speakers are encouraged to limit comments to 3 minutes.*

MATTERS FOR THE COMMISSION'S REVIEW/ACTION/INFORMATION

4. Recommend City Council Approve a Multi-Year Agreement with Lifetime Tennis, Inc. (DBA Lifetime Activities, Inc.) for Bocce Operations and Maintenance at Centennial Park for up to Five Years for an Amount Not to Exceed \$216,015.57
5. Review and Approve Parks and Recreation Commission Meeting Schedule for 2024
6. Review and Select Committee Assignments for 2024

7. Select Commission Chairperson and Vice Chairperson for 2024

COMMISSION REPORTS

8. Committee Meetings
 - A. Bicycle, Pedestrian and Trails Committee
 - B. Community of Character
 - C. Heritage Tree Review Board
 - D. Public Art Selection Sub-Committee
 - E. Sports Council
9. Other brief reports on any meetings, conferences, and/or seminars attended by the Commission members.

MATTERS INITIATED BY THE COMMISSION

FUTURE AGENDA ITEMS

- A. Field Allocation Process**
- B. Proposed Field Use Fees (Spring 2024)**
- C. Proposed Cemetery Fees (Spring 2024)**
- D. Park Ambassador Program (Spring 2024)**

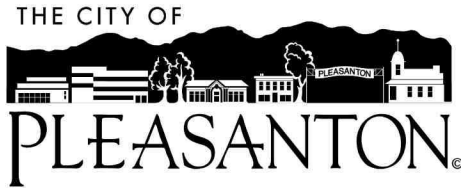
ADJOURNMENT

Notice

Under Government Code §54957.5, any writings/documents regarding an open session item on this agenda provided to a majority of the Commission after distribution of the agenda packet are available for public inspection at the Library and Recreation Department, 400 Old Bernal Avenue, Pleasanton.

Accessible Public Meetings

The City of Pleasanton can provide special assistance for persons with disabilities to participate in public meetings. To make a request for a disability-related modification or accommodation please contact the Library and Recreation Department at 400 Old Bernal Avenue, Pleasanton, CA 94566 or (925) 931-5340 at the earliest possible time. If you need sign language assistance, please provide at least two working days' notice prior to the meeting.



Parks & Recreation Commission Special Meeting Minutes

November 9, 2023 – 7:00 p.m.

CALL TO ORDER

Chair Vickers called to order the special meeting of the Parks and Recreation Commission at 7:00 p.m. from the Remillard Room at the Operation Services Center, 3333 Bush Rd. and via Zoom.

Chair Vickers led the Pledge of Allegiance and provided opening remarks.

ROLL CALL

Present: Commissioners Berberich, Brown, Deckert, Ritmuller, Chair Vickers
Absent: Commissioner Immadi

AGENDA AMENDMENTS

None.

MINUTES

1. Approve regular meeting minutes of October 12, 2023.

MOTION: It was m/s by Deckert/Brown to approve the special meeting minutes of October 12, 2023. Motion was passed by the following vote:

Ayes: Commissioners Berberich, Brown, Deckert, Ritmuller, Chair Vickers.
Noes: None
Absent: Commissioner Immadi

MEETING OPEN TO THE PUBLIC

2. Introductions/Awards/Recognitions/Presentations

None.

3. Public Comment from the audience regarding items not listed on the agenda.

Chair Vickers opened public comment.

There being no speakers Chair Vickers closed the item for public comment.

MATTERS FOR THE COMMISSION'S REVIEW/ACTION/INFORMATION

4. Recommend City Council approve a 10 year agreement with Lifetime Tennis, Inc (DBA Lifetime Activities, Inc.) for tennis operations and maintenance

Recommendation: Recommend City Council approve a 10 year agreement with Lifetime Tennis, Inc. (DBA Lifetime Activities, Inc.) for tennis operations and maintenance.

Heidi Murphy, Director of Library and Recreation, presented the item and answered questions from commissioners.

Chair Vickers opened the item for public comment.

There were no speakers.

Chair Vickers closed the item for public comment.

MOTION: It was m/s by Deckert/Berberich to recommend City Council approve a 10 year agreement with Lifetime Activities, Inc. for tennis operations and maintenance:

Ayes: Commissioners Berberich, Brown, Deckert, Ritmuller, Chair Vickers.

Noes: None

Absent: Commissioner Immadi

5. Review and comment on Fiscal Year 2022/23 Library and Recreation Department Annual Report

Recommendation: Review and comment on the FY 2022/23 Library and Recreation Department Annual Report.

Heidi Murphy, Director of Library and Recreation, presented the item and answered questions from commissioners.

Chair Vickers opened the item for public comment.

There were no speakers.

Chair Vickers closed the item for public comment.

COMMISSION REPORTS

6. Committee Meetings

- A. Bicycle, Pedestrian and Trails Committee – No report
- B. Community of Character – No report
- C. Heritage Tree Review Board – No report
- D. Public Art Selection Sub-Committee – No report
- E. Sports Council – No report.

7. Other brief reports on any meetings, conferences, and/or seminars attended by the Commission members.

None.

MATTERS INITIATED BY THE COMMISSION

None

ADJOURNMENT

There being no further business Chair Vickers adjourned the meeting at 7:40 p.m.

December 14, 2023
Item 4

TITLE: RECOMMEND CITY COUNCIL APPROVE A MULTI-YEAR AGREEMENT WITH LIFETIME TENNIS, INC. (DBA LIFETIME ACTIVITIES, INC.) FOR BOCCE OPERATIONS AND MAINTENANCE AT CENTENNIAL PARK FOR UP TO FIVE YEARS FOR AN AMOUNT NOT TO EXCEED \$216,015.57

SUMMARY

Beginning in 2021, the City of Pleasanton contracted out bocce operations and maintenance at Centennial Park to Lifetime, including adult bocce leagues, court maintenance, and drop-in play. A new tennis operations agreement with Lifetime Activities, Inc. (Lifetime) was approved on December 5, 2023. Entering into an additional agreement with Lifetime for bocce operations would enable modified bocce services to continue to serve the Pleasanton community in a fiscally responsible manner.

RECOMMENDATION

Recommend City Council approve a multi-year agreement with Lifetime for bocce operations and maintenance at Centennial Park for up to five years for an amount not to exceed \$216,015.57.

BACKGROUND

The City has contracted with Lifetime for bocce operations at Centennial Park since 2021. During the term, Lifetime acted as the City's agent in all matters of oversight for bocce programs and maintenance at Centennial Park.

In September 2023, the City issued a Request for Qualifications for Tennis Operations and Maintenance with a response date of October 9, 2023. In addition to tennis, the City sought a contractor to continue providing bocce operations and maintenance. After City staff reviewed qualifications and interviewed interested vendors, Lifetime was recommended as having the best experience, capabilities, and competitive cost structure to provide tennis, pickleball, and bocce operations and maintenance. The new tennis and pickleball agreement with Lifetime was adopted by the City Council at its meeting on December 5, 2023. Because bocce is held at a separate location and the compensation structure with Lifetime differs for bocce compared to tennis and pickleball, staff is recommending a separate agreement for bocce operations.

DISCUSSION

Based on the high level of service provided by Lifetime to the bocce community, staff recommends continuing to contract out bocce operations to Lifetime with new cost-saving measures included. In the proposed agreement, Lifetime would continue to operate adult bocce leagues and oversee court maintenance.

Cost-saving measures would include the use of one maintenance employee (formerly two employees) for all court care, as well as the elimination of a staff attendant during daytime drop-in hours. The courts would remain open and accessible for community members to play throughout the day, utilizing their own equipment.

The drop-in bocce program has experienced high staffing costs and low community use during program hours since 2021. Lifetime employed two attendants at drop-in on Mondays, Wednesdays, and Fridays year-round from 9:00 a.m. - 12:00 p.m. For calendar year 2023, the staffing cost was \$55/hour, totaling \$25,740. Lifetime registered an average of 14 participants per week, for a total of 665 visits throughout the year. Participants paid \$2.20 per drop-in session. Total revenue collected for drop-in was \$1,463. This equated to expenses for Lifetime and the City of \$36.50 for each drop-in user. According to the City's Master Fee Schedule, contract instructor-facilitated programming must recover 76 percent – 100 percent of expenses. The program had a cost recovery level of three percent in 2023, which is far below the target. By eliminating Lifetime's staffing costs associated with bocce drop-in play, the City can realize savings of approximately \$25,000 per year. This change would have minimal impact to participants by allowing community members to use the bocce courts free of charge with their own equipment during these hours, much like the City's other park amenities.

Currently, 489 players participate in the bocce league throughout the year, consisting of 163 unique individuals. The cost per team is \$160 per team for residents and \$176 per team for non-residents, with each team consisting of 5 to 23 players. Revenue for calendar year 2023 was \$8,298. Bocce league staffing expenditures were \$25,200. This program currently costs the City and Lifetime \$103.69 per individual per year or \$34.56 per player per year, after revenues. This program also belongs in the 76 percent – 100 percent cost recovery category, and in 2023 had a cost recovery level of 25 percent. While this program is more expensive per player and does not meet current cost recovery goals, this program is well-valued by participants and leagues need organization and oversight. Lifetime will increase league fees by 25 percent each year to help reach cost recovery goals for the bocce league program.

A three-year agreement, with two potential one-year extensions, allows both parties to continually reevaluate the bocce program and make necessary adjustments based upon community and/or fiscal needs.

Key aspects of the Agreement are summarized below. Lifetime commits to:

- Oversee the City's adult bocce leagues at Centennial Park:
 - Two league divisions are held Tuesday and Wednesday evenings, 6:00-10:00 pm
 - Spring, Summer, and Fall seasons offered
- Provide maintenance services at the Centennial Park bocce courts, utilizing one employee
- A term of three years with the possibility of two, one-year extensions.

EQUITY AND SUSTAINABILITY

Not applicable, as this item is an administrative matter of City business.

OUTREACH

An email to all bocce participants was sent on December 8, 2023, notifying them of the Parks and Recreation Commission meeting on December 14, with a link to the agenda packet for review.

STRATEGIC PLAN ALIGNMENT

This action advances the following Citywide goals and strategies:

ONE Pleasanton Citywide Strategic Plan (Attachment 2)

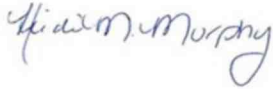
- *Funding Our Future*, Strategy 1 - Develop a long-term strategy for funding operations and maintenance needs to ensure reliability of community-owned facilities and infrastructure and continuity of City services.
- *Building A Community Where Everyone Belongs*, Strategy 3 - Implement high priority items from the Library and Recreation Strategic Plan to continue to deliver activities and programs that meet the needs and interests of the community.
- *Investing In Our Environment*, Strategy 7 - Continue to invest in parks, bicycle, and pedestrian infrastructure, and public art to improve traffic safety, promote climate resilience, and increase equitable access to cultural and recreational opportunities
 - Library and Recreation Strategic Plan (Attachment 3)
 - Goal B Community Engagement, Customer Service and Communication, Strategy 12 - Identify opportunities for increasing our partnerships with City departments, local agencies, businesses and organizations to extend the reach of the department to meet community needs and interests.

FISCAL IMPACT

Funds for this service contract have been allocated in the Adult Sports operational budget, 00150303-430107. Total compensation will not exceed \$19,344 for a portion of Fiscal Year (FY) 2023/24, \$39,902.40 in FY 2024/25, \$42,272.64 in FY 2025/26, and \$21,714.24 for a portion of FY 2026/27, for a not to exceed amount of \$123,233.28. This agreement can be administratively extended by the City Manager for up to two

additional terms of 12-months each through December 31, 2028, for a total not to exceed amount of \$216,015.57. Details of the cost breakdown for the extensions by fiscal year can be found in Exhibit A of the agreement.

Submitted by:

A handwritten signature in blue ink that reads "Heidi Murphy". The signature is written in a cursive, flowing style.

Heidi Murphy
Director of Library and Recreation

Attachments:

1. Agreement for Services
2. [Citywide Strategic Plan \(online\)](#)
3. [Library and Recreation Strategic Plan \(online\)](#)

AGREEMENT FOR BOCCE OPERATIONS AND MAINTENANCE SERVICES

THIS AGREEMENT FOR BOCCE OPERATIONS AND MAINTENANCE SERVICES ("Agreement") is made and entered into this ____ day of ____, 2024, by and between Lifetime Tennis, Inc., a California corporation ("Lifetime"), DBA Lifetime Activities, whose address is 1901 South Bascom Avenue, #1225, Campbell, CA 95008 and telephone number is (925) 931-3449, and the City of Pleasanton, a municipal corporation ("City").

WHEREAS, the City issued a Request for Qualifications for Tennis Operations and Maintenance with a response date of October 9, 2023, as the City is seeking an operator to provide tennis, pickleball, and bocce operations and maintenance; and

WHEREAS, after City staff reviewed qualifications and interviewed interested vendors, Lifetime was recommended as having the best experience, capabilities, and competitive cost structure to provide bocce operations and maintenance, and this Agreement was adopted by the City Council at its meeting of _____.

In consideration of the mutual promises set forth in this Agreement, the parties agree as follows:

1. Bocce Services to be Provided. The following bocce services shall be provided by Lifetime:

A. Bocce leagues at Centennial Park

1) Organization and management of bocce leagues

- i. Two leagues, held Tuesday and Wednesday evenings, 6:00-10:00 p.m. and Three seasons, Spring, Summer, and Fall, offered during the months of March through December.
- ii. Provide and manage an online registration system for leagues.
- iii. Provide all necessary and appropriate equipment for league play, including, but not limited to balls and measuring devices.

B. Maintenance and repair of bocce courts, including, but not limited to:

- 1) Brushing courts with a dragboard
- 2) Removing leaves and debris
- 3) Wetting and rolling courts when needed to prevent dust
- 4) Adding surface materials when needed for surface leveling and patch depressions
- 5) Maintenance services year-round, Monday through Friday, totaling nine hours per week. Hours per day may vary depending on court and seasonal needs.
- 6) Procure and maintain all necessary supplies, materials and equipment to fulfill these maintenance requirements. Lifetime may utilize the Centennial Park storage

unit adjacent to courts for supplies and equipment. Supplies and equipment include, but are not limited to rakes, dragboard, and heavy roller.

Lifetime may provide bocce court rentals and bocce lessons for a fee to the community that will not be subsidized by the City.

- C. Customer Service Response Time. Lifetime shall provide customer service related to bocce services, which may include, but is not limited to, responding to in-person, telephone, and on-line inquiries within two business days.
- D. Responsible for Employees. Lifetime shall recruit, hire, train, discharge, evaluate, supervise and pay Lifetime's employees.
 - 1) Lifetime shall be responsible on an on-going basis for ensuring that all of Lifetime's employees, contractors' employees, independent contractors and volunteers that have a position of supervisory or disciplinary authority over a child under the age of eighteen (18) [whether such child is utilizing a service or is an employee] have been background checked and meet the requirements of California Public Resources Code §5164(a)(1) and California Penal Code §11105.3. Lifetime shall provide proof thereof when requested by the City.
- E. Safety and Security.
 - 1) Lifetime shall post appropriate caution signs at Centennial Park bocce courts to alert personnel and the public of any unsafe conditions when Lifetime becomes aware of such unsafe conditions.
 - i. Lifetime shall immediately protect any unsafe condition, correct any unsafe practices, and promptly notify the City per Section 5.B.1.i., below.
 - 2) No later than 24 hours after the occurrence of an injury or damage to persons or property at Centennial Park bocce courts, Lifetime shall submit to the City per Section 5.B.1.i., below, a City incident/accident report and cooperate with any City investigation.
- F. Outreach and Marketing. Lifetime shall market the services being provided pursuant to this Agreement. This may include promotional events, advertising, and other forms of public outreach to increase awareness and utilization of services.
- G. Data and Monetary Transaction Collection. Lifetime shall: (1) collect data regarding service usage and provide such data annually to the City for City analysis; (2) have monetary transaction procedures that comply with all laws and regulations and make financial information available for audit by the City upon reasonable request.
- H. Contracts Exceeding One Year. Before Lifetime enters into any contract exceeding a one year term for contractors to provide any of the services or maintenance provided for in this Section 1, Lifetime shall submit such contract to the City for City's review and approval.

2. Term. Lifetime shall begin providing services on January 1, 2024 and complete by December 31, 2026.

- a. The parties may mutually agree to extend the term of this Agreement for up to two additional terms of 12 months each.

3. Compensation. City shall pay Contractor as described in Exhibit A. If the agreement is extended as described in Section 1.a above, then the compensation for the extended period (which may include the entirety of 2027 and the entirety of 2028) shall be as provided in Exhibit A.

City shall pay 25% of the annual amount to Lifetime by the 15th day of March, June, September, and December of each year.

4. Fees Charged by Lifetime. Lifetime shall provide the City information to support public fees proposed to be charged by Lifetime for bocce league services. Initial fees and any increases are subject to review and approval by the City.

5. Facility Provided by City.

A. Two bocce courts at Centennial Park at 5353 Sunol Blvd., Pleasanton, CA.

B. Centennial Park facilities are provided by City to Lifetime subject to the following conditions and limitations:

- 1) Condition of Facilities. City and Lifetime shall do a walk-through of Centennial Park facilities prior to the commencement of the term of this Agreement. City makes no representations or warranties concerning the condition of such facilities.
 - i. Notification. Lifetime shall promptly notify City by email at abueno@cityofpleasantonca.gov and by phone at 925.931.5345 upon discovery of any potential workmanship or material defect in any improvement at the Centennial Park facilities, or upon discovery of any unauthorized or illegal use or activity at the Centennial Park facilities.
- 2) Damage. City shall be responsible for repairing vandalism and damage that occurs to the bocce courts outside of league play at the Centennial Park bocce courts.
- 3) Bulbs. City is responsible for the maintenance and replacement of court light bulbs at the Centennial Park bocce courts.
- 4) Right of Possession. Lifetime acknowledges that City retains the right to enter and inspect the Centennial Park facilities, and that the City has rights as the owner of Centennial Park.

- 5) Public Parking Lots. Lifetime acknowledges that the parking lot at the Centennial Park facility is open to the public and is not exclusive for persons using the Centennial Park facilities for bocce services provided by Lifetime.
- 6) Improvements to Centennial Park. If Lifetime proposes any capital or facility improvements at Centennial Park to improve bocce activities beyond the maintenance and repair set forth in Section 1.B., above, the City and Lifetime must reach mutual written agreement regarding the scope of the work, cost and responsibility for payment of such cost. City retains absolute discretion whether to proceed with any improvements proposed by Lifetime.

6. Indemnification. Lifetime shall hold harmless, defend, and indemnify the City, its officers, and employees, against any and all claims, costs, demands, causes of action, lawsuits, losses, expenses or liability, including attorneys' fees, arising from or the alleged acts or omissions of Lifetime, its contractors, or agents, or anything arising from this Agreement.

7. Insurance. During the term of this Agreement, Lifetime shall maintain in full force and effect, at its own cost and expense, insurance coverages with insurers licensed to provide insurance in California. Lifetime shall have the obligation to furnish City, as additional insured, the minimum coverages identified below, or such greater or broader coverage for City, if available in the Lifetime's policies:

A. General Liability and Bodily Injury Insurance. A commercial general liability insurance for at least \$1,000,000 each occurrence and \$5,000,000 aggregate and provide that the City, its officers, employees and agents are named additional insureds under the policy as evidenced by an additional insured endorsement satisfactory to the City Attorney. The policy shall state in writing either on the Certificate of Insurance or attached rider thereof that this insurance will operate as primary insurance for work performed by Lifetime and its subcontractors, and that no other insurance effected by City or other named insured will be called on to cover a loss covered thereunder.

B. Automobile Liability Insurance. Automobile liability insurance in an amount not less than \$2,000,000 per person/per occurrence.

C. Workers' Compensation Insurance. Workers' Compensation Insurance for all of Lifetime's employees, all in strict compliance with State laws, and to protect the City from any and all claims thereunder, including waiver of subrogation.

D. Sexual Abuse/Molestation. Insurance for all activities/services/work involving minors, including but not limited to recreation or athletic activities. Said insurance shall cover damages arising out of actual, perceived, or threatened physical abuse, mental injury, sexual molestation, negligent hiring, employment, supervision, training or investigation, reporting to proper authorities, and retention of any person for whom Lifetime is responsible, including, but not limited to Lifetime and Lifetime's employees and volunteers. Coverage shall be written on an occurrence basis in an amount not less than \$3 million per occurrence. **Any annual aggregate limit shall not be less than \$4 million.** Coverage can be provided by a separate policy or as an endorsement to the commercial general liability policy with City named as an Additional

Insured. These limits shall be exclusive to this required coverage. Incidents relating to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents and injuries occur, shall be treated as a separate occurrence. Coverage shall include the cost of defense and defense shall be provided outside the coverage limit. Lifetime also agrees to and warrants that its assigned employees and volunteers shall undergo mandatory Sexual Abuse/Molestation/Mandatory Reporter training.

E. Certificate of Insurance. Lifetime shall file a certificate of insurance with the City prior to the City's execution of this Agreement, and prior to providing the services set forth in this Agreement. The Certificate of Insurance shall provide in writing that the insurance afforded by this Certificate shall not be suspended, voided, canceled, reduced in coverage or in limits without providing notice to the City in accordance with California Insurance Code section 677.2 which requires the notice of cancellation to: 1) include the effective date of the cancellation; 2) include the reasons for the cancellation; and 3) be given at least 30 days prior to the effective date of the cancellation, except that in the case of cancellation for nonpayment of premiums or for fraud, the notice shall be given no less than 10 days prior to the effective date of the cancellation. Notice shall be sent by certified mail, return receipt requested. In addition, the insured shall provide thirty (30) days prior written notice to the City of any cancellation, suspension, reduction of coverage or in limits, or voiding of the insurance coverage required by this agreement. The City reserves the right to require complete certified copies of policies.

7. Independent Contractor. The Lifetime is an independent Lifetime retained by the City to perform the work described herein. All personnel employed by Lifetime, including contractors, and personnel of said contractors, are not and shall not be employees of the City.

8. Breach and Termination. If Lifetime is in breach of any term of this Agreement, City shall provide Lifetime with written notice simultaneously by email to: danag@lifetimeactivities.com and by U. S. mail to the address stated above, detailing the nature of the breach. Lifetime shall have five (5) business days to cure such breach, or shall contact the City if additional time is needed, and City may grant additional time, in City's discretion, to cure any breach.

If Lifetime fails to timely cure the breach within the time period granted, City may terminate this Agreement by providing written notice simultaneously by email to: danag@lifetimeactivities.com and by U. S. mail to the address stated above. Lifetime shall be paid for that portion of services provided when notice of termination is received.

9. Hazardous Materials. Lifetime agrees that neither Lifetime nor any of its contractors or sub-contractors shall cause or permit any hazardous material to be brought upon, kept, used, stored, generated, or disposed of in, on, under, or about Centennial Park. Hazardous material includes any material or substance defined as a hazardous substance, waste, pollutant or contaminant pursuant to 42 U.S.C. Sections 9601 et seq. or Sections 25140 and 25281 of the California Health & Safety Code.

10. Miscellaneous Provisions.

A. Lifetime and its contractors shall not unlawfully discriminate against any employee, applicant for employment, or customer, because of race, color, ancestry, religion, sex, gender identity, national origin, marital status, age, physical disability, mental disability, medical condition or sexual orientation.

B. Lifetime shall certify that it complies with The Drug Free Workplace Act of Cal. Government Code §§8350 et. seq., and provide proof thereof when requested by the City.

C. Lifetime shall maintain a City of Pleasanton business license for the duration of this Agreement, and all other required licenses and certifications for the services provided under this Agreement.

D. Lifetime shall not assign or transfer this Agreement.

E. If either City or Lifetime waive a breach of this Agreement, such waiver shall not constitute a waiver of other or succeeding breaches of this Agreement.

F. Lifetime covenants that other than this Agreement and the agreement for tennis and pickleball services, Lifetime has no financial interest with any official, employee or other representative of the City. Lifetime and its principals do not have any financial interest in real property, sources of income or investment that would be affected in any manner by the performance of Lifetime's services under this Agreement. If such an interest arises, Lifetime will immediately notify the City.

G. California law shall govern any legal action pursuant to this Agreement with venue in the applicable court or forum for Alameda County.

H. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with U.S. federal E-Sign Act of 2000 (15 U.S. Code §7001 et seq.), California Uniform Electronic Transactions Act (Cal. Civil Code §1633.1 et seq.), or other applicable law) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

I. This Agreement constitutes the entire understanding of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

CITY OF PLEASANTON

LIFETIME TENNIS, INC.

Gerry Beaudin, City Manager

By: _____
Signature

Print name

ATTEST:

Title: _____

Jocelyn Kwong, City Clerk

*[As Lifetime is a corporation, two signatures are
needed per Cal. Corporations Code §313]*

APPROVED AS TO FORM:

By: _____
Signature

Daniel G. Sodergren, City Attorney

Print name

Title: _____

Rev. 12/23

EXHIBIT A

Compensation

City shall pay Contractor for the following services at the "Cost Recovery Shortfall" rate (difference between expense and revenue) set forth below:

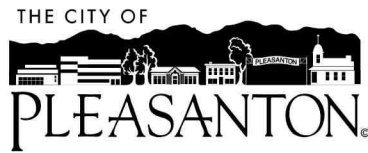
Compensation Calendar	Date of Work	Total Dollar Amount
Fiscal Year 2023/24	January 1, 2024 - June 30, 2024	\$ 19,344.00
Fiscal Year 2024/25	July 1, 2024 - June 30, 2025	\$ 39,902.40
Fiscal Year 2025/26	July 1, 2025 - June 30 2026	\$ 42,272.64
Fiscal Year 2026/27 (end of original 3-year agreement period)	July 1, 2026 - December 31, 2026	\$ 21,714.24
Fiscal Year 2026/27 (if parties agree to amend contract)	January 1, 2027 - June 30, 2027	\$ 22,760.67
Fiscal Year 2027/28 (if parties agree to amend contract)	July 1, 2027 - December 31, 2027	\$ 22,760.67
Fiscal Year 2027/28 (if parties agree to amend contract)	January 1, 2028 - June 30, 2028	\$ 23,630.48
Fiscal Year 2028/29 (if parties agree to amend contract)	July 1, 2028 - December 31, 2028	\$ 23,630.48
Total not to exceed amount, original contract terms (January 2024 - December 2026)		\$ 123,233.28
Total not to exceed amount, if parties agree to amend contract (January 2024 - December 2028)		\$ 216,015.57

0.10 yearly increase multiplier in staffing costs (cost of living, benefits, taxes, insurance, etc.)

Hours of open play/year	Hours of league play/year	Hours of maintenance + grooming/year	Hours of senior admin. oversight/year	Yearly Operating Costs
0	264	468	208	

Year						
2024	Staffing cost \$/hr	0.00	60.00	40.00	66.00	\$48,288.00
2025	Staffing cost \$/hr	0.00	66.00	44.00	72.60	\$53,116.80
2026	Staffing cost \$/hr	0.00	72.60	48.40	79.86	\$58,428.48
2027	Staffing cost \$/hr	0.00	79.86	53.24	87.85	\$64,271.33
2028	Staffing cost \$/hr	0.00	87.85	58.56	96.63	\$70,698.46

League Registration Fee	Yearly Revenue 48 teams/year in LEAGUES	Cost Recovery Shortfall
\$200.00	\$9,600.00	(\$38,688.00)
\$250.00	\$12,000.00	(\$41,116.80)
\$312.50	\$15,000.00	(\$43,428.48)
\$390.63	\$18,750.00	(\$45,521.33)
\$488.28	\$23,437.50	(\$47,260.96)



PARKS AND RECREATION COMMISSION AGENDA REPORT

December 14, 2023
Item 5

SUBJECT: REVIEW AND APPROVE PARKS AND RECREATION COMMISSION MEETING SCHEDULE FOR 2024

SUMMARY

As stated in Section 2.32.080 of the Pleasanton Municipal Code, "Regular meetings shall be held on the second Thursday of each month at a time and place set by the commission. The commission may approve an alternate meeting date."

RECOMMENDATION

Review and approve the Park and Recreation Commission meeting schedule for 2024.

FINANCIAL STATEMENT

There is none.

BACKGROUND

As stated in Section 2.32.080 of the Pleasanton Municipal Code:

A. Regular meetings shall be held on the second Thursday of each month at a time and place set by the commission. The commission may approve an alternate meeting date.

B. Special meetings may be called by the chairperson or by a majority of the commissioners, the city manager, and/or the city council provided written notice is given 48 hours in advance of the special meeting to the following: each commissioner, local newspapers of general circulation, and anyone filing written request for notice with the city clerk. Notice of meetings shall comply in all respects with Section 54950 et seq., of the Government Code, known commonly as the Ralph M. Brown Act.

DISCUSSION

Based upon the 2024 holiday schedule, staff recommends the following meeting schedule, location and times:

Location: City Council Chamber, 200 Old Bernal Ave.

Time: 7:00pm

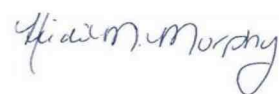
Dates:

- January 11, 2024
- February 8, 2024
- March 14, 2024
- April cancelled for Commission Appreciation and Mayor's Award Dinner
- May 9, 2024
- June 13, 2024
- July 11, 2024
- August 8, 2024
- September 12, 2024
- October 10, 2024
- November 14, 2024
- December 12, 2024

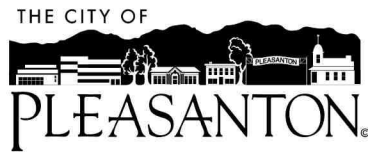
STRATEGIC PLAN ALIGNMENT

Not applicable, as this item is a routine matter of City business.

Submitted by:



Heidi M. Murphy
Director of Library and Recreation



PARKS AND RECREATION COMMISSION AGENDA REPORT

December 14, 2023
Item 6

SUBJECT: REVIEW AND SELECT COMMITTEE ASSIGNMENTS FOR 2024

SUMMARY

Annually, the Parks and Recreation Commission (Commission) reviews committee appointments and makes any necessary changes.

RECOMMENDATION

Review committee assignments and project representatives for calendar year 2024.

FINANCIAL STATEMENT

There is none.

BACKGROUND

Each year, City commissions review committee assignments. Alternate and youth members may serve as representatives on committees.

There are currently five committees with representatives from the Parks and Recreation Commission. The descriptions, including meeting dates/times, composition and general summary of purpose are listed below.

Bicycle, Pedestrian and Trails Committee, 4th Monday 6:45pm

The Bicycle, Pedestrian and Trails Committee advises the Parks and Recreation Commission and the City's Traffic Engineering Division on bicycle, pedestrian and trail related items. The Committee reviews and prioritizes potential projects, provides input on policies related to bikeways and trails, and promotes community education and awareness regarding non-motorized forms of transportation. The committee members include: Planning Commissioner, Parks and Recreation Commissioner, Youth Commissioner, Pleasanton police officer, Zone 7 staff, EBRPD staff and six At-large members.

Community of Character, 2nd Thursday, 1-2pm, Chamber of Commerce

Pleasanton's Community of Character Collaborative is a committee of volunteers representing the Pleasanton Unified School District, City of Pleasanton, Pleasanton Chamber of Commerce, and other organizations who are working together to create a community culture that is built on values: goodwill and community-accepted character traits through inspirational motivational and recognition programs. The Committee meets monthly to discuss their sponsored activities such as Community of Character Awards, Juanita Haugen Scholarships, and MLK Breakfast. The Commissioner would attend meetings, support and attend events, and decide award winners.

<https://www.communityofcharacter.org/>

Heritage Tree Board of Appeals Committee (as-needed basis)

The committee is made up of one Parks and Recreation Commissioner and two Planning Commissioners. Meetings are usually held (when needed) on Wednesday, 6-7pm. They take place at the request of a property owner when the City cannot find justification based on the City's Tree Preservation Code Section 7.16 to issue a permit.

Public Art Selection Sub-Committee (PASS) (as-needed basis, Fridays, noon)

PASS committee reviews, evaluates, and comments on proposed public art pieces. The Committee meets monthly as pieces are available for review. Prior to meeting, PASS Committee members are emailed the proposed public art pieces and given time to review the piece and its proposed location. When not during COVID, the PASS committee has met in person and at the different proposed sites for public art.

Committee members include Civic Arts Commissioners, Parks and Recreation Commissioners, community arts groups and city staff.

Co-Sponsored Sports User Group, Quarterly 2nd Monday, 6:30pm, Ken Mercer Sports Park

The Co-Sponsored Sports User Group discusses athletic needs for co-sponsored groups. During these meetings, field allocation, field/park enhancements, field lighting, maintenance trends, field demand, sports trends, and partnership opportunities are discussed.

Current committee assignments are listed below:

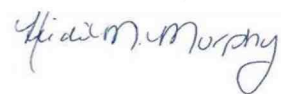
Committee	BPTC	Community of Character	Heritage Tree Board of Appeals	PASS	Co-Sponsored User Group
Representative	Mike Vickers	Rameshu Immadi	Mike Vickers	Lisa Brown	Chuck Deckert
Alternate			Kira Rittmuller	Chuck Deckert	Steve Berberich

Commissioners should be prepared to discuss the committee assignments and project representatives.

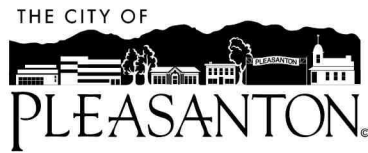
STRATEGIC PLAN ALIGNMENT

Not applicable, as this item is a routine matter of City business.

Submitted by:



Heidi M. Murphy
Director of Library and Recreation



PARKS AND RECREATION COMMISSION AGENDA REPORT

December 14, 2023
Item 7

**SUBJECT: SELECT COMMISSION CHAIRPERSON AND VICE CHAIRPERSON
FOR 2024**

SUMMARY

Annually, the Parks and Recreation Commission selects a Chairperson and Vice Chairperson to facilitate meetings.

RECOMMENDATION

Select a Chairperson and Vice Chairperson for 2024.

FINANCIAL STATEMENT

There is no financial impact.

BACKGROUND

Per the City of Pleasanton Commissioner's Handbook Chapter 2.28, Item 2.28.070 Organization, Section A, Commissioners shall meet in regular session and elect a Chairperson and Vice Chairperson. The election shall be by majority vote of the Commission, to be held in December of each year. The term of service for these offices shall be one year, beginning in January of each year. No commissioner shall serve more than two consecutive full terms as chairperson of the Commission.

DISCUSSION

Commissioners should be prepared at the meeting to nominate and select a Chairperson and Vice Chairperson for calendar year 2024.

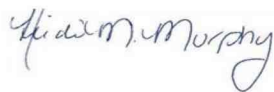
All voting Commission members are eligible for the Chairperson and Vice Chairperson roles.

Commissioners may nominate themselves or others for the positions and the selections will be made by a majority vote of the Commission.

STRATEGIC PLAN ALIGNMENT

Not applicable, as this item is a routine matter of City business.

Submitted by:

A handwritten signature in cursive script, appearing to read "Heidi M. Murphy".

Heidi M. Murphy
Director of Library and Recreation