

ROSSMOOR

COMMUNITY SERVICES DISTRICT



Parks & Facilities Committee Meeting Agenda Package

August 25, 2015

PARKS & FACILITIES COMMITTEE

AGENDA

ROSSMOOR COMMUNITY SERVICES DISTRICT

PARKS AND FACILITIES COMMITTEE MEETING

RUSH PARK
East Room
3021 Blume Drive
Rossmoor, California

Tuesday, August 25, 2015
4:00 p.m.

A. ORGANIZATION

1. CALL TO ORDER: 4 : 00 p.m.
2. ROLL CALL: Directors Kahlert, Maynard
3. PLEDGE OF ALLEGIANCE

B. PUBLIC FORUM

Any person may address the members of the Parks and Facilities Committee at this time upon any subject within the jurisdiction of the Parks and Facilities Committee of the Rossmoor Community Services District.

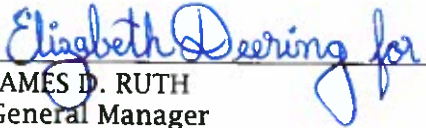
C. REGULAR CALENDAR

1. DISCUSSION WITH GENERAL MANAGER RE: CONTRACT SERVICES AGREEMENT—
HAPPY HOUR FIT CLUB
2. DISCUSSION WITH GENERAL MANAGER RE: FOR PROFIT FITNESS AND PRIVATE
INSTRUCTION ON DISTRICT PROPERTY

CERTIFICATION OF POSTING

I hereby certify that the attached Agenda for the Tuesday, August 25, 2015, 4:00 p.m. Parks and Facilities Committee Meeting of the Rossmoor Community Services District was posted at least 24 hours prior to the time of the meeting.

ATTEST:



JAMES D. RUTH
General Manager

Date 8/21/15_____

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM C-1

Date: August 25, 2015
To: Parks and Facilities Committee
From: General Manager
Subject: DISCUSSION WITH GENERAL MANAGER RE: CONTRACT SERVICES AGREEMENT –HAPPY HOUR FIT CLUB

RECOMMENDATION:

It is recommended that the Committee review and make recommendations to Board on the merits of the proposed Contract Services Agreement (CSA) with the Happy Hour Fit Club.

BACKGROUND:

As previously reported, District staff and General Counsel worked for several months on the preparation of an amended policy and ordinance which sets forth the requirements for the commercial use of District Property. These documents are in full force and effect at this time.

The Happy Hour Fit Club (Club) has been using Rush Park for fitness classes on a for-profit basis without a permit. Subsequent to the approval by the Board of the revised policy and ordinance, staff has made numerous attempts to obtain agreement from the Club to operate its program on a profit sharing basis.

At your August Board meeting, the Board heard commentary from the applicant and numerous supporters of the Club's program. Since the matter was not on the Agenda, the Board could not take an action, but it was stated the applicant would have to meet once again with your Committee in an attempt to reach consensus on the conditions stated in the Contract Services Agreement (CSA).

Since that Board meeting, staff has communicated with the Club in an attempt to obtain a counter proposal to the CSA which was prepared

by General Counsel. The Club has orally requested several changes to the CSA which General Counsel advises the District not to agree to. At the time of this report, information requested by the District has not been received nor has the Club stated that they will abide by the CSA.

Nonetheless, this matter is being brought to the Committee with the hope that the Club will have submitted a proposal which is acceptable to the Committee. If so, the Committee will be asked to recommend Board approval of the CSA at your September Board meeting.

On the other hand, should agreement not be reached by the time of your meeting, the Committee will be requested to recommend denial of the Club's request to continue to operate its program and upon Board approval, ask the Sheriff's Department to cite the Club for operating a for-profit program without a permit and for the District to take other appropriate actions as recommended by General Counsel.

Attached is the report prepared by staff on this matter.

ATTACHMENTS:

1. Letters dated August 12 and 17, 2015 re: Request for Information from Happy Hour Fit Club.
2. Staff Report on Contract Services Agreement (CSA) for fitness classes
3. Contract Services Agreement (CSA), Scope of Services, Participation Waiver and Schedule of Use—Happy Hour Fit Club
4. Certificate of Liability Insurance Received from Happy Hour Fit Club
5. Correspondence with Happy Hour Fit Club—dated June 9th to August 19th.
6. Happy Hour Fit Club Estimated Earnings and District Fee Schedule.



ROSSMOOR COMMUNITY SERVICES DISTRICT

3001 BLUME DRIVE, ROSSMOOR, CA 90720 / (562) 430-3707 / FAX (562) 431-3710

August 12, 2015

Happy Hour Fit Club
Kerrie DaVanon
2811 Piedmont Ave.
Rossmoor, CA 90720

RE: Update on Requested Documents

Dear Mrs. DaVanon

Thank you for taking the time to attend the Rossmoor Community Services District's Parks and Facilities Committee Meeting held on August 3, 2015. At that meeting, the Committee asked Happy Hour Fit Club (HHFC) to provide staff with an update regarding certain contractual items prior to September 1, 2015 in hopes of entering into a future Contract Services Agreement with HHFC.

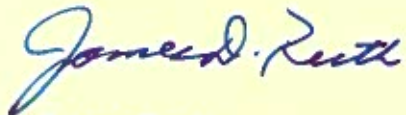
I am contacting HHFC asking that you provide the District with an update on the following items:

1. **Proof of Insurance**—Please provide the District with HHFC's insurance certificate and endorsement. Once that is submitted to the District, staff can check with Legal Counsel to ensure that the certificate meets the District's insurance requirements.
2. **Babysitting Services**—We hope that brainstorming is going well on this hurdle that you are facing with the contract requirements and that you are making progress on coming up with a solution. Please provide the District with any progress you are making on this in order to include any information in the Parks and Facilities Committee agenda.
3. **Cost Backup**—Staff presented a fee analysis at the August 3 Parks and Facilities Committee based on information provided to the District by Happy Hour Fit Club. The fee analysis took into account the cost verbally stated by HHFC per class, for childcare and based on the average amount of participants provided by HHFC to the District. The fee analysis also included information directly stated on HHFC's website. If the information is incorrect (attached) please provide the District with an appropriate fee schedule at your earliest convenience.

The next Parks and Facilities Committee meeting will be scheduled soon and you will be made aware of that meeting and invited to attend. It's also the District's intent to invite other commercial fitness and private instruction users to attend as well to gather feedback.

If you have any questions regarding the requested documents, please do not hesitate to call.

Sincerely,

A handwritten signature in blue ink that reads "James D. Ruth". The signature is written in a cursive style with a large initial 'J'.

James Ruth
General Manager, Rossmoor Community Services District

Happy Hour Fit Club Estimated Earnings

Published Schedule On Happy Hour Website

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
5:45 A.M. Garage		5:45 A.M. Garage		5:45 A.M. Garage	Ultimate Frisbee
8:45 A.M. Rush Park	8:45 A.M. Rush Park	8:45 A.M. Rush Park	8:45 A.M. Rush Park	8:45 A.M. Rossmoor Park	Every Saturday 8:15 A.M.
10:00 A.M. Rush Park		10:00 A.M. Rush Park		10:00 A.M. Rossmoor Park	Rush Park
	5:00 P.M. Rush Park	1:45 P.M. Rush Park (Kids)	5:00 P.M. Rush Park		

Total Published Classes per week (not including Saturday Frisbee)	14	14	14	14
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Happy Hour Fit Club Quoted Rates

Estimate number of students per class (Happy Hour estimates 15 per class average)	10	15	20	25
	140	210	280	350
Happy Hour Quoted Rate per class	\$8.00	\$8.00	\$8.00	\$8.00
	\$1,120.00	\$1,680.00	\$2,240.00	\$2,800.00
Happy Hour quoted childcare per hour	\$2.00	\$2.00	\$2.00	\$2.00
Estimated no. children per week (6 per class)	48	48	48	48
	\$96.00	\$96.00	\$96.00	\$96.00
Classes & Childcare per week	\$1,216.00	\$1,776.00	\$2,336.00	\$2,896.00
Per month	\$4,864.00	\$7,104.00	\$9,344.00	\$11,584.00
Per Year	\$58,368.00	\$85,248.00	\$112,128.00	\$139,008.00

Happy Hour Fit Club Website Advertised Rates

Estimate number of students per class (Happy Hour estimates 15 per class average)	10	15	20	25
	140	210	280	350
Happy Hour Quoted Rate per class	\$17.00	\$17.00	\$17.00	\$17.00
	\$2,380.00	\$3,570.00	\$4,760.00	\$5,950.00
Happy Hour quoted childcare per hour	\$3.00	\$3.00	\$3.00	\$3.00
Estimated no. children per week (6 per class)	48	48	48	48
	\$144.00	\$144.00	\$144.00	\$144.00
Classes & Childcare per week	\$2,524.00	\$3,714.00	\$4,904.00	\$6,094.00
Per month	\$10,096.00	\$14,856.00	\$19,616.00	\$24,376.00
Per Year	\$121,152.00	\$178,272.00	\$235,392.00	\$292,512.00



ROSSMOOR COMMUNITY SERVICES DISTRICT
3001 BLUME DRIVE, ROSSMOOR, CA 90720 / (562) 430-3707 / FAX (562) 431-3710

August 17, 2015

Happy Hour Fit Club
Kerrie DaVanon
2811 Piedmont Ave.
Rossmoor, CA 90720

RE: Proposal

Dear Mrs. DaVanon

The Parks and Facilities Committee meeting has been scheduled for Tuesday, August 25, 2015 at 4:00pm at Rush Park. District staff is in the process of providing necessary documents for the Committee Agenda.

On Thursday, August 13, 2015 you informed District staff you would be submitting a proposal during the week of August 17, 2015. If Happy Hour Fit Club would like that proposal to be reviewed by the Parks and Facilities Committee, District staff is recommending the proposal be submitted no later than end of day Wednesday, August 19, 2015.

Should the proposal not be received by the requested date, the proposal may not be included in the Committee agenda packet for review.

If you have any questions regarding the agenda documents, please do not hesitate to call.

Sincerely,

A handwritten signature in blue ink that reads "James D. Ruth".

James Ruth
General Manager, Rossmoor Community Services District

ROSSMOOR COMMUNITY SERVICES DISTRICT

DATE: August 20, 2015

TO: Jim Ruth, General Manager

FROM: District Staff

SUBJECT: Contract Services Agreement (CSA) for Fitness Classes—Happy Hour Fit Club

BACKGROUND:

The Rossmoor Community Services District and other municipalities strongly support healthy lifestyles and promote and even encourage Recreation activities similar to those offered by fitness instructors and private sports instruction. However, several agencies across Southern California have seen a significant increase in resident and public complaints by some commercial users. Complaints received include early hour use, excessive wear and tear to facilities, lack of open space available to the public, misuse of equipment (benches, playgrounds, fencing, etc) and the inability to perform routine maintenance such as lawn mowing. The Rossmoor Community Services District agrees with these sentiments expressed by other agencies.

Happy Hour Fit Club has been utilizing District Property between the hours of 5:45am and 6:00pm for boot camp style classes several days a week for the past three and a half years. Based on the calendar published on HHFC's website, HHFC has offered as many as fifteen classes a week on District Property which includes a rate schedule dependent upon amount of classes attended per week. Ms. DaVanon is also responsible for organizing the Saturday and Sunday Ultimate Frisbee groups which take place at Rush Park with up to fifty participants. HHFC also offers a babysitting component which takes place on District public playgrounds.

District staff reached out to Ms. DaVanon in early June of 2015 in hopes of entering into a Commercial Services Agreement. Since that time, the District has held several meetings with Ms. DaVanon and her husband.

The Parks and Facilities Committee met on August 3, 2015 to discuss and make a recommendation to potentially enter into a revenue sharing Agreement with Happy Hour Fit Club which would include a 75%/25% revenue share. The

determination of the percentage split was based on the District's current contract with the District's Tennis Professional, Fernando Molina.

Based on the information provided above to the Parks and Facilities Committee, the Committee recommended against HHFC proposed annual flat fee of \$700 payable to the District and instead recommended the staff proposed 75%/25% revenue share. The \$700 annual fee would amount to \$1.50 an hour for use of park space based on nine (9) one-hour classes a week.

Additionally, the Committee agreed with staff and the District's Legal Counsel to deny HHFC request to offer babysitting services on District's playgrounds as part of the Agreement. The District's Legal Counsel has strongly recommended against this service as it is a major liability to the District and HHFC. The Committee requested HHFC to continue to negotiate an Agreement with District staff and gave a deadline of September 1, 2015.

Based on the Committee's recommendation, the District's General Manager did not place this matter on the September 8 Board meeting agenda. Should this matter have been placed on the agenda without the Committee's approval of the program, District staff would have made the recommendation to deny the request. Instead, it was recommended that the Parks and Facilities have another meeting to address this matter and reach an Agreement and recommend approval before going to the Board. This is standard procedure for placement of items on the agenda.

SUMMARY:

HHFC supporters attended the RCSD Board meeting and spoke during the public forum and addressed their concerns with the proposed revenue share and the childcare aspect of the program.

The District appreciates the community's support of fitness programs within the Community. With only have two parks within Rossmoor, it is the responsibility of the District to allocate green space based on availability while ensuring the public is not interrupted by certain uses.

Following the sentiments expressed during the public forum, District staff reached out to several local agencies to gather information on their commercial use policies, fitness instruction and fees and childcare taking place on playgrounds. Based on the information and data collected, District staff has prepared an hourly fee opposed to a percentage split for commercial users of District Property. This information is included in agenda item C-2 of this report and should be considered by the Committee.

At the August 11 regularly scheduled Board meeting, Ms. DaVanon and some of those that spoke in favor of her program quoted fees for varying agencies based

on hourly rates and childcare conducted on their playgrounds based on her proposed use of green space for conducting boot camps classes.

The information outlined below refutes the comments expressed by Ms. DaVanon and/or Happy Hour supporters during the public forum:

- 1. One supporter stated the District has lost sight about what’s important to the Community and the District should be taking the issue of fees for open space reasonably. The supporter also stated the District’s mission statement is to provide cost effective services to the community and would like to see a fair fee for open space.**

The District currently has a fee schedule in place that was adopted in October of 2014. The fee schedule spells out certain fees for use of District Property including green space. The fee schedule offers discounted fees for non-profits and hourly fees for use by residents and non-residents. It would not make sense to the community and the District to allow for a for-profit group to pay less than groups that are not conducting a business on District property. District’s current fee schedule for use of green space is outlined below.

RCSD FEE SCHEDULE 2014/2015		
FIELDS/GREEN SPACE		
NON-PROFIT RATE	RESIDENT RATE	NON-RESIDENT RATE
\$6/hour (proof of non-profit status required)	\$12/hr (proof of residency required)	\$18.50/hr

The District also has adopted policies and ordinances that require a User Permit for the commercial use of District Property. Commercial Use is defined as any for profit activity or enterprise including, but not limited to activity camps (including boot camp), and any private instruction (including personal trainers).

Happy Hour Fit Club has been operating in Rush and Rossmoor Parks since March of 2012. Mrs. DaVanon stated at the August 3, 2015 Parks and Facilities Committee that District staff had previously informed her she did not need a permit to conduct her business on District Property. However, prior to March of 2012, Ms. DaVanon was informed she did in fact need a permit to conduct her boot camp in Rossmoor’s Parks. Subsequently she filled out an application and staff created and issued her a permit which totaled a fee of \$18 a week. Ms. DaVanon informed District staff she did not feel obligated to pay the fee due to the fact that other groups did not have permits to conduct their business. Ms. DaVanon and many other commercial

users have not paid any fees to the District while conducting their business on District Property.

- 2. The District would collect 25% of gross fees collected by Ms. DaVanon—The District’s intent was to collect 25% of Ms. DaVanon’s quarterly registration fee which is up to Ms. DaVanon to decide what that fee should be.**

However, after researching this further, District staff has altered its previous recommendation and instead is recommending the Parks and Facilities Committee consider an hourly fee rate of \$20 an hour for all for-profit fitness and private instruction users. Additionally, each participant registered in the program would be charged \$5 per quarter. Each fitness and/or private instruction user would also be charged an annual fee of \$100.

- 3. City of Long Beach**—Ms. DaVanon stated the City of Long Beach would charge her an annual flat fee of \$350 and would have no issue allowing babysitting services to be conducted on City of Long Beach Playgrounds.

Staff reached out to the City of Long Beach’s Contract Management Analyst to confirm this information. Ms. DaVanon’s statement regarding the annual \$350 fee is accurate, however, the Analyst did offer his input regarding the childcare as well. He stated “we’d probably have a separate “side car” fee on the fee schedule and we’d require livescans for all boot camp employees that interact with the Children. In addition, Risk Management would probably add molestation coverage to their insurance requirement.”

- 4. City of Los Alamitos**—Ms. DaVanon stated the City of Los Alamitos would charge an annual fee and would allow use of their playgrounds for babysitting purposes.

The City of Los Alamitos response is below:

“Ms. DaVanon reach[ed] out to [the City of Los Alamitos] and inquired about renting field space. After speaking to her about her needs, she decided that Orville Lewis Park was the field that she would like to utilize. I informed her that she needed to pay an hourly field rental fee (\$3.00), pay a per head fee once per season (in 2015, the per head fee is \$6.00 per person paid out four times a year), and provide insurance to the City. She only inquired about renting out field space.

Speaking to RCSD staff, I mentioned that the City has the rights to include additional charges such as a port-a-potty fee (approximately \$120 per month) if City staff decides it is needed. Other fees that might be included are security and trash fees. The Recreation and Community Services Department does not wish to compete against our own programs so if we deem that a field rental conflicts with a city sponsored class, we have the rights to not hand out permits for field use.

City parks and playground equipment are for community members to utilize free of charge but we do not rent out play equipment thus reserving it just for that group and not allowing other patrons of the park to use the play equipment. If Ms. DaVanon was charging a fee and solely offers the day care service at City owned play equipment, City staff would have to investigate this matter further.”

5. **The City of Seal Beach**—One Happy Hour supporter during the public forum mentioned the City of Seal Beach would only charge an hourly fee of \$5 for use of green space. It was also stated that the City of Seal Beach would allow Happy Hour to conduct their babysitting services on the playground.

The City of Seal Beach’s Recreation Manager was contacted to verify this information. He contradicted the fees stated above and instead informed District staff Seal Beach has established an \$81 an hour commercial use fee for use of fields. The City of Seal Beach would not charge the \$5 admin fee if this was a rental. The preferred method to hold this program would be with the City’s contract instructor agreement where the instructor receives 65% of all class registration. All registration would be collected by the City of Seal Beach and payment would be made to the contractor within 30 days of the last class.

Re: Childcare conducted on playgrounds the City’s Recreation Manager informed District staff this was not something they’ve previously allowed however, if they decided to allow this service to take place on their playgrounds, he would require each babysitter involved with the program to be fingerprinted and have a background check. The City would also not enter into this agreement without first contacting and gaining approval with the City’s liability provider. Also City staff would have concerns that play equipment remain accessible to all users including those not participating in classes.

Re: Happy Hour’s unpermitted use of Seal Beach’s Parks/Beaches. The Recreation Director received a resident complaint that Happy Hour Fit Club had previously conducted unpermitted fitness classes on City property.

Happy Hour Fit Club was contacted by the City's Code Enforcement officer and informed that unpermitted use of the City property was not permitted. Happy Hour complied with the City of Seal Beach request.

6. Additionally, Ms. DaVanon stated the District had reported Ms. DaVanon had been unresponsive.

The District would like to refute this by reminding the Committee, Ms. DaVanon was verbally asked to submit the District with a proposal for a percentage split or an annual rate that was requested to be submitted prior to the August 3, 2015 Parks and Facilities Committee. That information was never received and a verbal offer in the amount of \$700 was offered by Mr. DaVanon with no cost backup to support that fees. Based on the nine classes offered by Ms. DaVanon a week, this would equate to \$1.50 hour.

ATTACHMENTS:

- A. CSA—Happy Hour Fit Club (revised removing the percentage split)
- B. Exhibit A—Schedule of Use
- C. Exhibit B—Scope of Services
- D. Letters sent to HHFC
- E. Happy Hour Calendar and Cost Analysis
- F. Happy Hour Insurance
- G. Fee Schedule

ROSSMOOR COMMUNITY SERVICES DISTRICT
CONTRACT SERVICES AGREEMENT
FOR INSTRUCTIONAL SERVICES—OUTDOOR FITNESS PROGRAMS

This Contract Services Agreement ("Agreement") is made and entered into the (1st, etc.) day of ____ Month _____ Year ____ by and between Rossmoor Community Services District ("DISTRICT"), and _____ ("CONTRACTOR"). The DISTRICT and CONTRACTOR are sometimes referred to in this Agreement, each individually as a "Party," or collectively, as the "Parties."

RECITALS

WHEREAS, the Rossmoor Community Services District is a public agency authorized to own, operate, maintain and repair facilities for public recreation;

WHEREAS, The parties hereto desire to make available to the residents of Rossmoor and other individuals a recreation program in a responsible and efficient manner;

WHEREAS, The DISTRICT and CONTRACTOR have mutual interest in providing recreation programs and offering them to the residents of Rossmoor and other individuals;

WHEREAS, The DISTRICT has the authority to establish fees or other charges for services provided by the DISTRICT;

WHEREAS, The DISTRICT desires to enter into this Agreement for the non-exclusive use of District property as specified with Exhibit "A" Scope of Services attached hereto

WHEREAS, CONTRACTOR desires to perform and assume responsibility for the provision of such Services on the terms and conditions set forth in this Agreement. Whereas CONTRACTOR represents that he/she is experienced in providing such Services.

NOW, THEREFORE, DISTRICT AND CONTRACTOR AGREE AS FOLLOWS:

1. USE

- 1.1 CONTRACTOR may use the permitted area(s) referenced in Exhibit B, Schedule of Use for the provision and administration of an outdoor fitness program, and related activities subject to approval by the District's Board of Directors.

- 1.2 CONTRACTOR promises and agrees to furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately perform the services. CONTRACTOR shall be responsible for offering, scheduling, and conducting all of the outdoor fitness program activities set forth in Exhibit "B" Schedule of Use attached hereto by reference.
- 1.3 CONTRACTOR assumes all risk of loss, damage, or harm to such equipment or materials arising in connection with the provisions of such services.
- 1.4 CONTRACTOR personnel are not allowed to distribute and/or sell personal items or equipment.

2. AGREEMENT

- 2.1 DISTRICT grants the CONTRACTOR a non-exclusive license ("License") to utilize District property in accordance with the Scope of Services specified in Exhibit A, attached hereto, specifying the terms and conditions set forth herein below. The CONTRACTOR shall not use the facilities in any manner contrary to the terms of this Agreement without DISTRICT'S prior written consent.
- 2.2 No legal title or leasehold interest in the Facilities is created or vested by the CONTRACTOR by the granting of this License.

3. TERM & TERMINATION

- 3.1 The operating term of this License shall be from _____ to _____ and may be terminated by DISTRICT upon giving 30 days written notice to CONTRACTOR.
- 3.2 This Agreement, and the License granted hereunder, may be terminated by the DISTRICT immediately based upon a breach of any of the terms and conditions of this Agreement by the CONTRACTOR.
- 3.3 **Termination by CONTRACTOR.** CONTRACTOR may terminate this Agreement upon giving 30 days written notice to DISTRICT. This Agreement, and the License granted hereunder, are not transferable or

assignable by CONTRACTOR to any other person or entity without the prior written consent of DISTRICT.

4. SERVICES OF CONTRACTOR

4.1 CONTRACTOR agrees to the following:

- (a) Teach or conduct fitness class(es) as mutually agreed upon by DISTRICT as outlined in Exhibit A Scope of Services.
- (b) CONTRACTOR will provide all required personnel and be responsible for the supervision of their class(es).
- (c) CONTRACTOR will furnish all necessary and appropriate equipment and materials. CONTRACTOR is also responsible for the care of all DISTRICT owned equipment and property utilized by the CONTRACTOR. In the event the District's equipment and property are made available through Joint-Use Agreements, CONTRACTOR shall be responsible for the care and proper use of said items.
- (d) DISTRICT is not obligated to provide for storage for any CONTRACTOR owned goods, equipment, or materials. In the event that storage is made available, DISTRICT is not responsible for theft, damage, loss, fire, or other event that may cause damage to CONTRACTOR property.

4.2 **Standard of Performance.** CONTRACTOR agrees that all services shall be performed in a competent, professional, and satisfactory manner in accordance with the standards prevalent in the industry, and that all goods, materials, equipment or personal property included within the services herein shall be of good quality, fit for the purpose intended.

4.3 **Certification.** CONTRACTOR agrees that he/she is trained and qualified to teach or conduct courses and will provide and maintain evidence of certification.

4.4 **Performance to Satisfaction of DISTRICT.** CONTRACTOR agrees to perform all work to the satisfaction of DISTRICT within the time specified. If DISTRICT reasonably determines that the work is not satisfactory, DISTRICT shall have the right to take appropriate action, including but not limited to: (i) meeting with CONTRACTOR to review the quality of the work and resolve matters of concern; (ii) requiring CONTRACTOR to repeat unsatisfactory work at no additional charge until it is satisfactory; (iii) suspending the delivery of work to

CONTRACTOR for an indefinite time; (iv) withholding payment; and (v) terminating this Agreement as set forth in Section 3.2 of this agreement.

4.5 **Professionalism.** CONTRACTOR agrees to treat parks patrons, passersby, DISTRICT staff, agents with respect and act in a professional manner. Inappropriate conduct or attitude towards any of the above shall not be tolerated and may result in termination of this agreement in accordance with section 3.3.

4.6 **Facility Availability.** CONTRACTOR agrees that the DISTRICT cannot guarantee park location and assignment of such. Assignments are determined based on availability of each facility and class size.

5. **COMPENSATION:** CONTRACTOR shall receive compensation for Services rendered under this Agreement as follows:

- a) CONTRACTOR shall provide the Services at rates as stated on a rate schedule provided by the CONTRACTOR which shall be charged to each individual participating in fitness classes. CONTRACTOR shall be solely responsible for imposing and collecting all fees charged for the Services in accordance with this Agreement.
- b) On a monthly basis throughout the term of this Agreement, CONTRACTOR shall submit to DISTRICT a written statement which sets forth, in detail, the following: (i) the date and time of each fitness class performed; (ii) the corresponding fee imposed and collected for each class; (iii) the total amount of fees imposed and collected during the time period of the applicable statement.
- c) CONTRACTOR shall retain as the entire amount of compensation for all Services performed under this Agreement an amount equal to hourly fee and additional participant and permit fee negotiated in Scope of Services imposed and collected during the time period of the applicable statement. CONTRACTOR shall not be entitled to expense reimbursements nor any other amounts in connection with performance of this Agreement.
- d) At the time of submission of each written statement as required herein, CONTRACTOR shall remit payment to the DISTRICT in readily available funds, an amount equal to hourly fee negotiated in Scope of Services collected during the time period of the applicable statement including amounts CONTRACTOR is required to pay under Section 5(b) and (c).
- e) CONTRACTOR shall not be reimbursed for any expenses unless authorized in writing by DISTRICT.

- f) DISTRICT shall conduct a weekly inspection of all fitness classes conducted and compare to CONTRACTOR'S submission under 5(b).
- 5.1 Class discounts (e.g., Groupon, Living Social, etc) will not be considered when collecting fees from CONTRACTOR.
- 5.2 CONTRACTOR shall be responsible for registration of participants, fee collection, refund processing, and marketing for all classes and programs. Any and all fees collected by CONTRACTOR for the above programs shall be immediately paid within five (5) business days to DISTRICT. CONTRACTOR shall be responsible for collecting all fees (including the non-resident fee) from class participants registering on-site. DISTRICT will reduce payment for class compensation to recover fees failed to be collected and submitted.
- 5.3 **Class Demonstrations.** The DISTRICT has the right to request each CONTRACTOR provide a one (1) day, four (4) hour free demonstration or instructional class per quarter at no charge. Demonstration or instructional class may be scheduled at any DISTRICT location.

6. INDEPENDENT CONTRACTOR

- 6.1 CONTRACTOR shall perform all services required herein as an independent contractor of DISTRICT and shall remain at all times a wholly independent contractor of the District. DISTRICT shall not in any way or for any purpose become or be deemed to be a partner of CONTRACTOR in its business or otherwise, or a joint venturer, or a member of any joint enterprise with CONTRACTOR. CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of DISTRICT. Neither CONTRACTOR nor any of CONTRACTOR'S employees shall, at any time, or in any way, be entitled to any sick leave, vacation, retirement, or other fringe benefits from the DISTRICT; and neither CONTRACTOR nor any of its employees shall be paid by DISTRICT time and one-half for working in excess of forty (40) hours in any one week. DISTRICT is under no obligation to withhold State and Federal tax deductions from CONTRACTOR'S compensation. Neither CONTRACTOR nor any of CONTRACTOR'S employees shall have any property right to any position, or any of the rights an employee may have in the event of termination of this Agreement.

7. USE OF PREMISES

- 7.1 **Schedule of Use.** CONTRACTOR shall comply with the Schedule of Use attached in Exhibit B. District reserves the right to use, sublease, or license the Premises to third parties. CONTRACTOR is aware and

acknowledges that the Schedule of Use is subject to change to meet the scheduling and maintenance needs of the DISTRICT and agrees to indemnify and hold DISTRICT harmless for any such changes to the Schedule of Use.

7.2 No Unlawful Uses. CONTRACTOR shall only be permitted to use the Premises for instructional service activities and programs and CONTRACTOR agrees not to use the Premises for any immoral or unlawful purpose.

7.3 Preservation of Insurance. CONTRACTOR shall not commit any acts on the facilities, nor use the facilities in any manner that will cause the cancellation of any fire, liability, or other insurance policy insuring the facilities or the improvements on the facilities.

7.4 No Waste or Nuisance. CONTRACTOR shall not commit any waste or any public or private nuisance upon the facilities.

7.5 Legal Compliance. CONTRACTOR shall not violate any federal, state, or District law, rule, regulation or order of court that may be applicable to the use the Premises.

8. HOURS OF USE

8.1 CONTRACTOR agrees to use the facility in accordance with Exhibit B Schedule of Use.

8.2 Requests for additional hours of use may be granted with written approval from the DISTRICT within 30 days of scheduled event.

9. INDEMNIFICATION

9.1 CONTRACTOR shall indemnify, defend (with counsel approved by DISTRICT), and hold harmless DISTRICT, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in any way connected with fitness classes and/or CONTRACTOR'S use of District property hereunder or CONTRACTOR'S failure to comply with any of its obligations continued in this Agreement, regardless of DISTRICT'S passive

negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the DISTRICT. Should DISTRICT in its sole discretion find CONTRACTOR'S legal counsel unacceptable, then CONTRACTOR shall reimburse the District its costs of defense, including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation. The CONTRACTOR shall promptly pay any final judgment rendered against the DISTRICT (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

9.2 CONTRACTOR shall require all participants to sign a waiver to indemnify and hold harmless according to the terms referenced in Exhibit A, Scope of Services.

9.3 The requirements as to the types and limits of insurance coverage to be maintained by CONTRACTOR as required by Section 10, below and any approval of said insurance by District are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONTRACTOR pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

10. INSURANCE

CONTRACTOR, at its own expense, shall obtain and maintain in effect at all times during the term of this License the following insurance policies:

10.1 Workers Compensations Insurance As Required By Law. CONTRACTOR shall require all subcontractors similarly to provide such Workers Compensation insurance for their respective employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the District at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against the DISTRICT, its officers, agents, employees, and volunteers for losses arising from work performed by the CONTRACTOR for District.

10.2 Commercial or Comprehensive General Liability Coverage. CONTRACTOR shall maintain commercial or comprehensive general liability insurance in an amount of not less than two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and

property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the activities covered under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

10.3 Automobile Liability Coverage. CONTRACTOR shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the CONTRACTOR arising out of or in connection with this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.

10.4 Endorsements. Each commercial or general liability and automobile liability insurance policy shall be issued by a financially responsible insurance company or companies admitted and authorized to do business in the State of California, or which is approved in writing by DISTRICT, and shall be endorsed as follows. CONTRACTOR also agrees to require all contractors, and subcontractors to do likewise.

10.4.1 "The DISTRICT, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of the operations by or on behalf of the named insured in connection with the Agreement between Rossmoor Community Services District and the CONTRACTOR"

10.5 This policy shall be considered primary insurance with respect to the DISTRICT, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by the DISTRICT, including any self-insured retention the DISTRICT, shall be considered excess insurance only and shall not contribute with this policy.

10.6 This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

10.7 The insurer waives all rights of subrogation against the DISTRICT, its elected or appointed officers, officials, employees, or agents.

- 10.8 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the DISTRICT, its elected or appointed officers, officials, employees, agents, or volunteers.
- 10.9 The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days' written notice has been received by the DISTRICT.
- 10.10 CONTRACTOR agrees to provide immediate notice to DISTRICT of any claim or loss against CONTRACTOR and/or DISTRICT arising out of the use of District property under this Agreement. DISTRICT assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve DISTRICT.
- 10.11 Any deductibles or self-insured retentions must be declared to and approved by the DISTRICT. At the DISTRICT'S option, the CONTRACTOR shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
- 10.12 The CONTRACTOR shall provide certificates of insurance with original endorsements to the DISTRICT as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the District on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the DISTRICT at all times during the term of this Agreement.
- 10.13 Failure on the part of the CONTRACTOR to procure or maintain required insurance shall constitute a material breach of this Agreement under which the DISTRICT may terminate this Agreement and the License pursuant to Section 3, above.

11. FINGERPRINTING

- 11.1 CONTRACTORS providing services, or potentially providing services, to persons under 18 years of age, may be required to be fingerprinted by the Orange County Sheriff Police Department's "Live Scan, Department of Justice" system.

12. MISCELLANEOUS

- 12.1 **Entire Agreement.** This Agreement, dated _____ contains the entire agreement between the parties hereto with respect to the subject matter hereof, and any other purported agreement made shall be ineffective to change, modify, discharge or effect an abandonment of

this License in whole or in part unless such purported agreement is in writing and signed by the party against whom enforcement is sought.

- 12.2 **Applicable Law.** This License shall be governed and interpreted in accordance with the laws of the State of California.
- 12.3 **No Brokers.** Each party represents to the other that it has not engaged or used the services of any broker, finder, or salesperson in connection with this License.
- 12.4 **Counterparts.** This License may be executed in multiple counterparts each of which shall be deemed an original for all purposes.
- 12.5 **The Individuals Signing this Agreement.** Individuals Represent and warrant that they have the right, power, and authorization to bind their respective entities to the terms of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

District: General Manager
 3001 Blume Drive
 Rossmoor, CA 90720

Rossmoor Community Services District

By: _____

Name & title: _____

CONTRACTOR: _____

By: _____

Name & title: _____

WITNESSED:

By: _____

APPROVED AS TO FORM FOR DISTRICT:

By: _____

Tarquin Preziosi, General Counsel

Exhibit A: Scope of Services

**Contract Services Agreement—Instructional Services
Outdoor Fitness Programs**

I. CLASSES OFFERED

A. CONTRACTOR agrees to the following:

Teach or conduct the following class(es) as mutually agreed upon by DISTRICT:

1. _____
2. _____
3. _____

B. CONTRACTOR agrees to charge the following amount per participant, per class and maintain and provide the District with a sign-in sheet for participants:

1. _____
2. _____
3. _____

C. CONTRACTOR will provide all required personnel and be responsible for the supervision of their class(es):

Instructors Approved to conduct the above mentioned class(es) as mutually agreed upon by DISTRICT:

1. _____
2. _____
3. _____

II. FEES

- A. CONTRACTOR agrees to pay the District \$20 per hour for use of District Property
- B. CONTRACTOR agrees to pay a \$5 participant fee for each registered participant and submit participant roster quarterly
- C. CONTRACTOR agrees to pay an annual permit fee of \$100

III. USE OF DISTRICT PROPERTY

Any violations of the following may result in Termination of Agreement:

- A. Equipment is not to exceed 25 lbs
- B. Park equipment and installations may not be used for exercise activity except for equipment designed for exercising. These include but are not limited to light poles, drinking fountains, bleachers, picnic tables, benches, railings, chain link fencing, trees, freestanding signs, bike racks, and barbeque grills. Adults may not exercise on playground equipment.
- C. Walkways, sidewalks and any public shared access areas may not be blocked or used by fitness classes.
- D. Temporary marking of hard surfaces with chalk or other informative materials including spray chalk for grass is prohibited.
- E. No music whatsoever (includes boom boxes, ipod docks, etc)
- F. Childcare offered during fitness classes shall not take place on District playgrounds. CONTRACTOR has the option of utilizing available facilities and paying established fees.

IV. PARTICIPANT WAIVER

The following language shall be inserted above the participant's signature:

RELEASE, HOLD HARMLESS AND AGREEMENT NOT TO SUE

I hereby release, discharge and agree not to sue Rossmoor Community Services District, including its officers, employees, and agents,

(hereinafter the "District") for any injury, death or damage to or loss of personal property arising out of, or in connection with, my and/or my child's participation in the [insert name of class] from whatever cause, including the active or passive negligence of the District or any other participants in the [name of class]. The parties to this agreement understand that this document is not intended to release any party from any act or omission of "gross negligence," as that term is used in applicable case law and /or statutory provision. In consideration of being permitted to participate in the [name of class], I hereby agree, for myself, my heirs, administrator, executors and assigns, that I shall defend, indemnify and hold harmless the District from any and all claims, demands, actions or suits arising out of or in connection with my and/or my child's participation in the [class].

I HAVE CAREFULLY READ THIS RELEASE, HOLD HARMLESS AND AGREEMENT NOT TO SUE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT IT IS A FULL RELEASE OF ALL LIABILITY AND SIGN OF MY OWN FREE WILL.

Exhibit B: Schedule of Use

**Contract Services Agreement—Instructional Services
Outdoor Fitness Programs**

I. HOURS OF USE

A. CONTRACTOR will utilize permitted areas in Rush Park on the following days/times

-

B. CONTRACTOR will utilize permitted areas in Rossmoor Park on the following days/times

-

C. Requests for use on Wednesday's during lawn care maintenance will not be permitted

D. Requests for class(es) shall be accordance with parks hours (7:00 am to 10:00pm)

E. Requests for additional dates and/or hours of use shall be submitted within 30 days of request. Additional requests may require authorization by the General Manager and/or approval of the Board.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/14/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Wood Gutmann & Bogart License #0679263 15901 Red Hill Ave., Suite 100 Tustin CA 92780	CONTACT NAME: Robin Holloway PHONE (A/C, No, Ext): 714-824-8327 FAX (A/C, No): 714-573-1770 E-MAIL ADDRESS: robin@wgbib.com
INSURED Happy Hour Fit Club, Inc. Kerne Davanon 2811 Piedmont Ave Los Alamitos CA 90720-4244	INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Ins Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER: 58866304** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBR (INSR) (WVO)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		PHPK802582003	12/2/2014	12/2/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$2,500 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMPROP AGG \$3,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$ PER STATUTE OTH-ER E.L. EACH ACC DENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					EACH OCCURRENCE \$ AGGREGATE \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE OTH-ER E.L. EACH ACC DENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: Rossmoor Park - 3232 Hedwig Road, Rossmoor, CA and Rush Park - 3021 Blume Drive, Rossmoor, CA.

Certificate holder is named as additional insured on the General Liability per attached PI FW 009 06 11 as required by written contract subject to the terms and conditions of the policy.

CERTIFICATE HOLDER Rossmoor Community Service District 3001 Blume Drive Rossmoor CA 90720	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

James Ruth

From: kerrie@happyhourfitclub.com
Sent: Wednesday, August 19, 2015 12:27 PM
To: James Ruth
Subject: HHFC Proposal

Follow Up Flag: Follow Up
Flag Status: Flagged

August 19, 2015

Good Afternoon Jim,
Emily informed me yesterday you would like the proposal by today. Being that data collection and numbers are not my forte I am seeking guidance to help submit a fair and thoughtful proposal. To do so I need a few days so my proposal is accurate and well thought out. I will have the proposal to you by Monday August 24th.

Many thanks,
Kerrie DaVanon



ROSSMOOR COMMUNITY SERVICES DISTRICT
3001 BLUME DRIVE, ROSSMOOR, CA 90720 / (562) 430-3707 / FAX (562) 431-3710

June 9, 2015

Happy Hour Fit Club
Kerrie DaVanon
2811 Piedmont Ave.
Rossmoor, CA 90720

RE: Notice of District Policy Violations

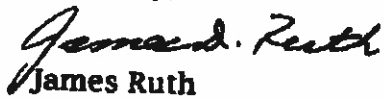
Dear Mrs. DaVanon

The Rossmoor Community Services District recently updated its policies creating a new policy for commercial use on District property. Additionally, all parks policies have been adopted by ordinance. More recently, the new policies have been added to rules signage installed throughout the parks explaining appropriate use of District Property. Happy Hour Fit Club is currently in violation of several District policies which are attached for reference.

Happy Hour Fit Club is currently conducting boot camp fitness classes prior to park opening which begins at 7:00am. Additionally, Sunday use of District Property for commercial use is prohibited. The purpose of this policy is to avoid disrupting those residents that live near the parks. Classes being conducted at 5:45am and on Sundays must cease immediately. Failure to do so may result in a citation from the Sheriffs' Department which is punishable as a misdemeanor.

The Rossmoor Community Services District supports healthy lifestyles and would appreciate the opportunity to work with the Happy Hour Fit Club in offering such programs to the Rossmoor community while respecting District property, park patrons and park neighbors. District staff strongly encourages that you schedule a meeting between yourself and the District within five (5) business days and an Agreement is reached for you to provide continued services.

Sincerely,


James Ruth

General Manager, Rossmoor Community Services District

Emily Gingras

From: Emily Gingras
Sent: Tuesday, July 21, 2015 3:19 PM
To: 'karrie@happyhourfitclub.com'
Cc: James Ruth
Subject: contract update

Hi Karrie,

Thank you for taking the time to sit down with Jim and myself last week. I have reached out to our General Counsel for his recommendations regarding your questions on the CSA. Here are his responses:

1. **Term & Termination—Section 3.2—We were advised that this wording stay the same and not changed into a 30 day notice of termination if the group is found to be in breach of contract.**
2. **Insurance—Section 10.2—\$2,000,000 is the modern standard and we have been advised not to deviate from this.**
3. **Childcare—Were advised completely against allowing childcare on the playground. Counsel suggested the parents be informed they are responsible for providing their own childcare.**

Also, regarding the equipment being tied to trees and fencing—we checked with staff and they advised us to not allow this activity as well. Unfortunately, these are items that we have been advised not to negotiate on. If you would still like to discuss further, please let us know and we will arrange another meeting. We are planning on taking this to the next Parks and Facilities Committee meeting next week so we would need an answer by end of this week if you would like to continue use of District Property. If we cannot come to an agreement by the end of the week we would ask that you immediately cease all use of District Property. Feel free us to call us to discuss. Thank you for your attention to this matter.

Emily Gingras
Recreation Superintendent
Rossmoor Community Services District
562-430-3707 Ext. 2



ROSSMOOR COMMUNITY SERVICES DISTRICT
3001 BLUME DRIVE, ROSSMOOR, CA 90720 / (562) 430-3707 / FAX (562) 431-3710

June 29, 2015

Happy Hour Fit Club
Kerrie DaVanon
2811 Piedmont Ave.
Rossmoor, CA 90720

RE: Notice to Cease Unauthorized Use of District Property

Dear Mrs. DaVanon

The Rossmoor Community Services District recently informed you of violations Happy Hour Fit Club is conducting on District Property. A warning letter was sent to you on June 9, 2015 (attached) informing you to immediately cease unauthorized use of fitness classes being conducted at 5:45 a.m.

Subsequently, on June 18, 2015 you met with District staff to discuss entering into a Contract Services Agreement (CSA) in order for Happy Hour Fit Club to provide continued services to its participants on District Property. A copy of the CSA was given to you and you were advised to review it and contact the District with any concerns. It has now been ten (10) days since you received the Agreement and you have failed to inform the District of your intent to comply with the Agreement. Additionally, 5:45 a.m. classes continue to be conducted and Sunday ultimate Frisbee games, although free, are now being promoted through Happy Hour Fit Club.

The following unauthorized activities of the Happy Hour Fit Club violate various Rossmoor Community Services District policies which are now punishable as a misdemeanor:

1. District Policy 6011.40 Hours of Operation: All parks shall be open to the public during the hours of 7:00 a.m. to 10:00 p.m. No person or group shall enter or remain in any of the parks at any time other than during such hours as the park is open to the public except for emergency maintenance or by the District, its employees and contractors, or law enforcement officers or for District sponsored events except as otherwise limited by Policy No. 6010—General Manager Authority and Ordinance No. 2014-03.

As you might expect, the purpose of this policy is to avoid disrupting those residents who live near the parks, and allow time for District staff to perform maintenance in the parks. In violation of these policies, Happy Hour Fit Club classes conducted on Wednesday

mornings have interrupted regularly scheduled routine maintenance. Additionally, 5:45a.m. boot camp classes are occurring prior to park opening and have the potential to disrupt neighbors.

2. District Policy 6011.77 Unsafe Activity: No Person shall engage in any activity in any park which may endanger the health, safety or welfare of any other person in a park. On Monday, August 12, 2013, as part of the Happy Hour Fit Club's childcare program, participants were encouraged to bring scooters for a 'Scooter Day'. Children and infants were left in the care of too few nannies to properly supervise the group. This resulted in a collision between a park patron walking her dog and a child on a scooter. The woman suffered a broken nose and the dog suffered a hip injury.

Further, continuous exercises performed by participants of the Happy Hour Fit Club, such as standing on park benches, is causing said benches to deteriorate and become unstable due to improper use of District property.

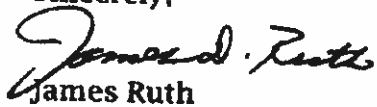
3. District Policy 6022 Commercial Use of District Property includes the following policies:
 - a. 6022.00 Commercial Use Defined: "Commercial use" shall be defined as any for profit activity or enterprise including, but not limited to, activity camps (including boot camp), and any private instruction (including personal trainers).
 - b. 6022.10 Community Benefit Required: Commercial use of District buildings, courts and fields shall be authorized only when there is a benefit to the community and the activity is limited to purposes consistent with the intended use of such facility.
 - c. 6022.20 Agreement Required: Prior to issuance of a User Permit for commercial use of District property, a formal Agreement shall be negotiated between the District and the proposed user for defining the scope of the intended use and agreement on a sharing of gross revenues between the parties. Such Agreement shall be approved by the Board.
 - d. 6022.30 User Fees and Deposits: In addition to a negotiated revenue sharing Agreement, commercial users shall be required to pay established permit fees and hourly rates, as applicable.

Please note that all of the District's policies are enforceable as misdemeanors by the Orange County Sheriff's Department (Gov. Code §61064). Any violation of the above referenced policies is a misdemeanor, punishable by a fine of up to \$1,000 and/or imprisonment in the County Jail for up to 6 months.

It is also highly encouraged that your altercations with District staff cease should you wish to enter into a revenue sharing partnership. Failure to respond to this notice shall result in immediate violation of District policies and you will be required to cease conducting the unauthorized boot camp classes in any of the District parks. Additionally, failure to comply may result in fines and other penalties.

To summarize, classes being conducted before 7:00 a.m. must cease immediately. Failure to respond to this notice within two (2) business day may also affect your partnership Agreement with the District and may result in a violation referenced above.

Sincerely,

A handwritten signature in cursive script that reads "James Ruth".

James Ruth

General Manager, Rossmoor Community Services District



ROSSMOOR COMMUNITY SERVICES DISTRICT
3001 BLUME DRIVE, ROSSMOOR, CA 90720 / (562) 430-3707 / FAX (562) 431-3710

June 9, 2015

Happy Hour Fit Club
Kerrie DaVanon
2811 Piedmont Ave.
Rossmoor, CA 90720

RE: Notice of District Policy Violations

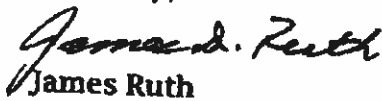
Dear Mrs. DaVanon

The Rossmoor Community Services District recently updated its policies creating a new policy for commercial use on District property. Additionally, all parks policies have been adopted by ordinance. More recently, the new policies have been added to rules signage installed throughout the parks explaining appropriate use of District Property. Happy Hour Fit Club is currently in violation of several District policies which are attached for reference.

Happy Hour Fit Club is currently conducting boot camp fitness classes prior to park opening which begins at 7:00am. Additionally, Sunday use of District Property for commercial use is prohibited. The purpose of this policy is to avoid disrupting those residents that live near the parks. Classes being conducted at 5:45am and on Sundays must cease immediately. Failure to do so may result in a citation from the Sheriffs' Department which is punishable as a misdemeanor.

The Rossmoor Community Services District supports healthy lifestyles and would appreciate the opportunity to work with the Happy Hour Fit Club in offering such programs to the Rossmoor community while respecting District property, park patrons and park neighbors. District staff strongly encourages that you schedule a meeting between yourself and the District within five (5) business days and an Agreement is reached for you to provide continued services.

Sincerely,


James Ruth

General Manager, Rossmoor Community Services District

Happy Hour Fit Club Estimated Earnings

Published Schedule On Happy Hour Website

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
5:45 A.M. Garage		5:45 A.M. Garage		5:45 A.M. Garage	Ultimate Frisbee
8:45 A.M. Rush Park	8:45 A.M. Rush Park	8:45 A.M. Rush Park	8:45 A.M. Rush Park	8:45 A.M. Rossmoor Park	Every Saturday 8:15 A.M.
10:00 A.M. Rush Park		10:00 A.M. Rush Park		10:00 A.M. Rossmoor Park	Rush Park
	5:00 P.M. Rush Park	1:45 P.M. Rush Park (Kids)	5:00 P.M. Rush Park		

Total Published Classes per week (not including Saturday Frisbee)

14

14

14

14

Happy Hour Fit Club Quoted Rates

Estimate number of students per class
(Happy Hour estimates 15 per class average)

10

15

20

25

140

210

280

350

Happy Hour Quoted Rate per class

\$8.00

\$8.00

\$8.00

\$8.00

\$1,120.00

\$1,680.00

\$2,240.00

\$2,800.00

Happy Hour quoted childcare per hour

\$2.00

\$2.00

\$2.00

\$2.00

Estimated no. children per week (6 per class)

48

48

48

48

\$96.00

\$96.00

\$96.00

\$96.00

Classes & Childcare per week

\$1,216.00

\$1,776.00

\$2,336.00

\$2,896.00

Per month

\$4,864.00

\$7,104.00

\$9,344.00

\$11,584.00

Per Year

\$58,368.00

\$85,248.00

\$112,128.00

\$139,008.00

Happy Hour Fit Club Website Advertised Rates

Estimate number of students per class
(Happy Hour estimates 15 per class average)

10

15

20

25

140

210

280

350

Happy Hour Quoted Rate per class

\$17.00

\$17.00

\$17.00

\$17.00

\$2,380.00

\$3,570.00

\$4,760.00

\$5,950.00

Happy Hour quoted childcare per hour

\$3.00

\$3.00

\$3.00

\$3.00

Estimated no. children per week (6 per class)

48

48

48

48

\$144.00

\$144.00

\$144.00

\$144.00

Classes & Childcare per week

\$2,524.00

\$3,714.00

\$4,904.00

\$6,094.00

Per month

\$10,096.00

\$14,856.00

\$19,616.00

\$24,376.00

Per Year

\$121,152.00

\$178,272.00

\$235,392.00

\$292,512.00



RCSD FEE SCHEDULE 2015/2016

ATTACHMENT G

MISC. RENTAL FEES (per use)	
Podium	\$50
Portable Screen	\$15
Risers	\$30

RUSH PARK 3001 Blume Dr., Rossmoor, CA 90720

FACILITIES	RES	NON RES	CAP
Auditorium	\$57 hr.	\$78.00 hr.	300-600
300+ Guests	\$77 hr.	\$98.00 hr.	300-600
East Rm	\$15 hr.	\$20.50 hr.	30
Kitchen	\$42.50 hr.	\$60 hr.	N/A

PICNIC SITES	RESIDENTS ONLY
Canopy A	\$30+
Site B	\$21+
Flat Rate + Permit Fee	

FIELDS	RES	NON RES	Softball
Fields 1, 2, 3,4	\$12.00 hr.	\$18.50 hr.	Soccer

MINI-PARKS	RESIDENTS ONLY
Kempton Rd.	\$21+
Flat Rate + Permit Fee	

HOURLY FEES: EVENT ATTENDANT (4 hr. min.) \$20

BOUNCE HOUSE FEE: \$15

An Event Attendant may be mandatorily assigned to oversee your event as determined by the RCSD

WALL BANNER PERMIT FEE: \$20

ROSSMOOR PARK 3232 Hedwig Rd., Rossmoor, CA 90720

FACILITIES	RES	NON RES	CAP
Community Rm	\$30 hr.	\$41 hr.	40-50
Kitchen	\$16.50 hr.	\$24 hr.	N/A

FIELDS	RES	NON RES
Ball Fields	\$12.00hr.	\$18.50hr.
Basketball Cts.	\$12.00hr.	\$18.50 hr.
Volleyball Cts.	\$12.00hr.	\$18.50 hr.

PICNIC AREAS	RESIDENTS ONLY
Sites A,B,C	Flat Rate: \$21 +
MINI-PARKS	RESIDENTS ONLY
Foster Road	Flat Rate: \$21 +
Flat Rate + Permit Fee	

BOUNCE HOUSE FEE: \$15

TENNIS COURTS 1/2/3/4	RES	NON RES
Day Rate	\$6 hr.	\$8 hr.
M-F: 5-9 pm	\$8 hr.	\$10 hr.
& Weekends	PER HR.	

\$60 Picnic Deposit (Over 100 people)

Denotes Residents Only

MONTECITO CENTER 12341 Montecito Rd., Rossmoor, CA 90720

FACILITIES	RES	NON RES	CAP
Commty. Rms	\$26 hr.	\$35 hr.	75

- Applications are processed on a first come/first served basis.
 - Setup/Takedown, within reservation timeframe, is renter's responsibility.
 - Children under 18 yrs. require adult chaperones in ratio of 1 to 10.
 - User Permits/Indemnification are mandatory for all rentals & Permits for a gathering of 50 or more people.
 - A million dollar insurance policy naming RCSD as additional insured is required for gatherings of over 150 people.
- THIS LIST IS NOT ALL INCLUSIVE

REFUNDABLE DEPOSITS	
Event Deposit (over 100 people)	\$60
Picnic Deposit	\$60
Cleaning/Damage Deposit	\$175
Key/GateDeposit	\$25
300+ Guest Deposit	\$350
Alcohol Cleaning/Damage Deposit	\$350

FEES	FEES (Other)
User Permit Fee	\$20
UP Change Fee (2nd)	\$20
Special Event /Alcohol Filing Fee (*Due at time of application submission)	\$50
Appeal Fee	\$50
Alcohol Event Fee	\$150
False Alarm Fee	\$74
Check NSF	\$25
	As per Policy 6012.73
	As per Policy 6015.15
	(Contingent Upon ABC Approval)

As determined by GM for special equipment/activity/staff callout in lieu of an Event Attendant.

4/1/2015

Applications can be found on our website: www.rossmoor-csd.org



RCSD FEE SCHEDULE

DEDICATED SPACE & NON PROFIT RATES

2014/2015

INTERNAL USE ONLY



RUSH PARK 3001 Blume Dr., Rossmoor, CA 90720

DEDICATED SPACE		
FACILITIES	FLAT RATE	
East Rm. Storage	\$650	
Rm by Old Sheriff's Office	\$1,500	
Aud. Storage Rm. 1	\$1,500	
Aud. Storage Rm. 2	\$1,500	
FACILITIES	N/P	CAP
Auditorium	\$45 hr.	299
Auditorium	\$65 hr.	300+
East Rm	\$11 hr.	30
FIELDS-Hourly	N/P	Fields
Softball & Soccer	\$6 hr.	1, 2, 3, 4

DONATED SPACE		
FACILITIES	RATE	
N/A	\$0	
DUAL PURPOSE SPACE		
FACILITIES	N/P	CAP
West Rm	\$9 hr.	15
Calvary & N/P ONLY and RCSD Dedicated Meeting Space		



ROSSMOOR PARK 3232 Hedwig Rd., Rossmoor, CA 90720

FACILITIES	N/P	CAP
Community Rm.	\$25 hr.	40-50
Kitchen	\$13 hr.	N/A
FIELDS-Hourly	N/P	Fields
Softball & Soccer	\$6 hr.	1, 2, 3
Basketball	\$8 hr.	Courts
Volleyball	\$6 hr.	Court

DONATED SPACE	
FACILITIES	RATE
Sheriff's Office	\$0



MONTECITO CENTER 12341 Montecito Rd., Rossmoor, CA 90720

FACILITIES	N/P	CAP
Community Rms.	\$21.50	75

DONATED SPACE	
FACILITIES	RATE
Pre-School Storage Sheds	\$0
RHA Storage Shed	\$0

4/1/2015 Applications can be found on our website: www.rossmoor-csd.org

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM C-2

Date: August 25, 2015
To: Parks and Facilities Committee
From: General Manager
Subject: DISCUSSION WITH GENERAL MANAGER RE: COMMERCIAL
FITNESS AND ATHLETIC INSTRUCTION

RECOMMENDATION:

It is recommended that the Committee review and make recommendations to Board on the proposed recommendation for commercial requests of District Property for the purpose of conducting fitness and private athletic instruction.

ATTACHMENTS:

1. Memorandum to General Manager dated August 13, 2015 from Recreation Superintendent Emily Gingras re: Commercial Fitness/Athletic Instruction Classes.

ROSSMOOR COMMUNITY SERVICES DISTRICT

DATE: August 13, 2015
TO: Jim Ruth, General Manager
FROM: Emily Gingras, Recreation Superintendent
SUBJECT: Commercial Fitness/Athletic Instruction Classes

BACKGROUND:

With the rise in popularity of boot camp classes and private instruction for profit making ventures over the last several years, District staff has seen a significant increase in overall park use for fitness groups providing boot camp classes, private softball and soccer lessons within District Property. These for profit groups range in size with some one-one classes that are hardly noticeable and cause minimal wear and tear of District Property while others may include up to twenty five participants utilizing much of the available green space restricting use by the public. Other local agencies have also seen an increase in use by for profit groups including early hour use, excessive wear and tear on city and municipal property, overuse of available green space and disruption of other park users.

At the June 23 Parks and Facilities Committee meeting, District staff presented a Contract Services Agreement for review based on the increased use of District Property for fitness classes and other commercial use. Staff reported that as part of a two-year effort, the District and legal counsel has drafted a Contract Services Agreement that would be utilized for such classes held on District Property. It is also District Policy for the Board to approve any Agreement for commercial use of District Property. If approved by the Board, the agreement would be given to any commercial group utilizing District Property. The attached Exhibits "A" and "B" would be specific to each group and outline class days/times, participant registration fees, rules and regulations and any additional items pertaining to that particular user.

The Parks and Facilities Committee met again on August 3, 2015 to discuss and make a recommendation to potentially enter into a revenue sharing Agreement with Happy Hour Fit Club which would include a 75%/25% revenue share. HHFC felt this revenue share was too high and asked the District to research this item in more detail.

SUMMARY:

As a result, District staff has continued research on this topic. District staff has interviewed and gathered feedback, fee schedules and ordinances from several local jurisdictions. The information collected has been provided as an attachment in this report.

utilizing District Property between the hours of 5:45am and 6:00pm for boot camp style classes several days a week for the past three and a half years. Based on the calendar published on HHFC's website, HHFC has offered as many as fifteen classes a week on District Property which includes a rate schedule dependent upon amount of classes attended per week. HHFC also offers a babysitting component which takes place on District public playgrounds.

Based on the information provided above to the Parks and Facilities Committee, the Committee recommended against HHFC proposed annual flat fee of \$700 payable to the District and instead recommended the staff proposed 75%/25% revenue share. The \$700 annual fee would amount to \$1.50 an hour for use of park space based on nine (9) one-hour classes a week. Additionally, the Committee agreed with staff and the District's Legal Counsel to deny HHFC request to offer babysitting services on District's playgrounds as part of the Agreement. The District's Legal Counsel has strongly recommended against this service as it is a major liability to the District and HHFC. The Committee requested HHFC to continue to negotiate an Agreement with District staff and gave a deadline of September 1, 2015.

HHFC supporters attended the RCSD Board meeting concerned with the proposed revenue share and the childcare aspect of the program.

SUMMARY:

As a result of the Committee's recommendation and the strong community support of the HHFC, District staff has continued research on this topic. District staff has interviewed and gathered feedback, fee schedules and ordinances from several local jurisdictions. The information collected has been provided as an attachment in this report.

Based on research collected by District staff, staff proposes an annual fee be considered rather than a quarterly revenue share of gross income. Should a revenue share be considered, staff proposed the percentage split only be collected on registration fees and not Gross income; this was the original intent of the Agreement and is line with what other agencies collect and require from their Contract Class schedules promoted in their Recreation Guides which are distributed quarterly to their local community.

Additionally, District staff has observed and tracked all park use over a one week span between the hours of 6:00am and 11am and 4:30pm to 8:30pm. This information is still being compiled at the time of agenda preparation and will be provided to the Committee at the scheduled meeting.

STAFF RECOMMENDATION:

Considering input from staff, other agencies, the Parks and Facilities Committee, residents that spoke in favor of commercial fitness groups and those that sent in letters opposing use by certain commercial fitness groups, staff recommends adopting a new

regulatory and permitting system for all District Property. The following regulatory and permitting system is based on a one-year program.

- a) Annual Private/Semi-Private and Group/Camps permit fee of \$100
- b) Hourly use charge of \$20 an hour collected quarterly
- c) Participant fee of \$5 per person enrolled in the program per quarter

Groups are required to submit a roster to the District and have each participant sign the District's participant waiver outlined in the Scope of Services and Schedule of Use

RULES AND REGULATIONS:

- a. Equipment not to exceed 25 lbs
- b. Park equipment and installations may not be used for exercise activity except for equipment designed for exercising. These include but are not limited to light poles, drinking fountains, public art, trees or tree branches, bleachers, pergolas, picnic tables, benches, railings, chain-link fencing, freestanding signs, bike racks, and barbeque grills. Adults may not exercise on playground equipment
- c. Temporary signs placed at parks informing instructors and participants of regulations
- d. No amplified music whatsoever (includes boom boxes, ipod docks, etc)
- e. No alcoholic beverages

COMMERCIAL FITNESS OR ATHLETIC INSTRUCTION, CLASSES OR CAMPS

A District authorized permit is required to conduct fitness or athletic instruction, classes or camps for compensation on District Property. Fitness or athletic instruction, classes or camps using any District Property are subject to separate permit requirements.

- a. Private and Semi-Private (1-1 and 1-2) instruction, and Group (3 or more) instruction,
- b. Permit holders must display a District-issued name badge or display card, printed with photograph and name, at all times while conducting instruction, classes or camps.
- c. Permit holders shall follow staff instructions regarding locations in order to avoid damage to park facilities or turf areas, and to avoid interfering with maintenance schedules.
- d. Permit holders must be at least 50 feet from sidewalks, picnic areas, playgrounds , buildings, and other user groups.

- e. Permit holders shall not use amplification equipment, boom boxes, bull horns or whistles.
- f. Instruction is not to take place before 7:00am or after 8:00pm (5:00pm during daylight savings)
- g. Weekend classes will not be permitted. This includes Saturdays
- h. Childcare or babysitting services will not be considered if taking place on District classes or camps may be conducted on District Property.
- i. Groups must submit participant roster confirming participants for participant fee

PERMITS

- a. Permits for group fitness or athletic instruction, classes or camps in are issued on an annual basis.
- b. A maximum of 10 permits will be issued on a first-come-first served basis.
- c. If more than 10 qualified applications are received, then a lottery or similar process will be used to determine who receives a permit.
- d. Permit holder may have no more than 15 participants.
- e. Permits can only be used in the zones outlined in the Commercial Use Permits map
- f. No more than two groups may occupy one park at a time
- g. The District has the authority to close or relocate Zones, for maintenance, permitted events or other activity

PERMIT REQUIREMENTS

Commercial use of District property requirements applies to both youth and adult commercial fitness or athletic instruction, classes, or camps. Proof of insurance naming the District as an additional insured and a separate endorsement is required to be submitted by all groups.

The District will require that each commercial user group agrees and signs the District Contract Services Agreement which will ultimately need to be approved by the RCSD Board of Directors.

ATTACHMENTS:

- A. Comparison of Fees of Other Agencies
- B. Policies and Procedures of Other Agencies
- C. Map of Zones for District Property

SUMMARY OF OTHER AGENCIES

BACKGROUND:

The information below has been obtained by District staff in an attempt to make a sound recommendation to the Parks and Facilities Committee for Commercial Fitness and Private Athletic Instruction within District Property.

AGENCIES THAT REQUIRE BOOTCAMPS TO BE PART OF THEIR CONTRACT CLASS SCHEDULE:

To avoid competition with their own programs and offerings, the following agencies do not allow fitness classes or any for-profit business to conduct classes or activities on their property without being incorporated into their Contract Class schedule of classes:

CITY/AGENCY	PERCENTAGE SPLIT	PARTICIPANT FEE	CHILDCARE ALLOWED	ENFORCEMENT
Cypress	35/65		no	yes
Lakewood	35/65		no	yes
Cerritos	32/68	10% of cost of class	no	yes

1. City of Cypress—Informed District staff they placed City staff in the parks from the hours of 6am to 8pm 7 days a week for 2 months to enforce their policy restricting commercial use of park space. As a result all of the fitness classes ceased use of Cypress Parks. One boot camp did contract with the Contract Class schedule and has a stroller pilates group in which the parents are responsible for watching their own children.

Violators are warned and then receive a \$100 ticket from the City.

2. City of Lakewood—Informed District staff they do not allow commercial use in their parks but if they did, they would require 25% of gross income to be paid to the City.
3. City of Cerritos—Does not allow commercial use of their parks. Recreation staff and maintenance staff provides enforcement.

Additionally, the above agencies require a percentage split based on registration fees. The above percentage is the split between the agency and the contract class instructor.

AGENCIES THAT ALLOW BOTH BOOTCAMPS AS CONTRACT CLASSES AND TO FUNCTION ON THEIR OWN WITH A PERMIT BY THE AGENCY

CITY/AGENCY	CONTRACT CLASS SPLIT	HOURLY FEE	ANNUAL FEE	PARTICIPANT FEE	CHILDCARE ALLOWED
City of Los Alamitos	35/65 (Fitness classes is 40%)	\$3-\$12 range		Per head fee	Investigate further
City of Seal Beach	35/65	\$81/hr		\$5 for contract classes only	Investigate further
City of Signal Hill	N /A	\$20/hr	\$20	N/A	NO
City of Santa Monica (based on more than 10 participants)		Quarterly fee of \$1,350	\$153.70	N/A	NO
City of Long Beach	35/65	N/A	\$350	\$6-8 (contract classes)	Investigate Further
County of Orange Parks (based on 10 or more participants)	N/A	\$20/hr or \$350/month (whichever is greater)			NO

SUMMARY:

Several agencies have differences of opinion on handling this matter. However, each agency did inform District staff that they felt there was a major liability to the City if they allowed boot camp classes to charge for babysitting services on their playgrounds or within their parks/beaches.

Agencies said that if a proposal came in, their initial thought would be to deny it, but would get the input of the City Attorney and require molestation insurance be added to the certificate holder's insurance policy. Additionally, some cities stated, they would require each babysitter to be fingerprinted and have a background check if working with you.

EXHIBIT 2

IV. OC PARKS PERMIT FEES

A. PROOF OF INSURANCE

Proof of insurance shall be required for all OC Parks Permits.

B. NON-REFUNDABLE FILING FEE

\$75.00 of each fee in this Section shall constitute a non-refundable filing fee.

C. ACTIVITIES OR EVENTS SUBJECT TO FACILITY USE FEES (SECTION II.C) OR INDIVIDUAL PARK FEES (SECTION III)

- 1. Two or fewer vendors or contract services \$75.00
- 2. Each additional vendor or contract services \$25.00

D. OTHER ACTIVITIES OR EVENTS NOT SPECIFICALLY IDENTIFIED IN THIS SECTION

- 1. Subject to Fee Exemption (Section I.A) No Fee
- 2. Routine, Riders to existing OC Parks Permits or Non-Profit Organizations/Government Business (Section I.B) \$75.00
- 3. Up to 100 participants \$200.00
- 4. 101 to 250 participants \$400.00
- 5. 251 to 500 participants \$600.00
- 6. Over 500 Participants or Unique Case-by-case basis

E. INSTRUCTION

- 1. One-Time Instruction \$100.00/day/OC Parks facility
- 2. Tennis Lessons \$5.00/hour/tennis court
Minimum \$100.00/month/OC Parks facility
- 3. Other Instruction
 - 15 or fewer participants/per session or per day, whichever is greater \$10.00/hour/OC Parks facility
Minimum \$100.00/month/OC Parks facility
 - 16 to 35 participants/per session or per day, whichever is greater \$20.00/hour/OC Parks facility
Minimum \$200.00/month/OC Parks facility
 - Over 35 participants/per session or per day, whichever is greater Case-by-case basis

F. PHOTOGRAPHY

- 1. Commercial Filming and Still Photography are subject to fees established by Board of Supervisors Resolution No. 91-770B.
- 2. Commercial Portrait Photography is subject to Board of Supervisors Resolution No. 98-121.

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Fitness Instruction

Use of City Parks for Fitness Instruction

To obtain a Fitness Instructor Use Permit, fitness instructors have to meet the following requirements:

- Completion of an annual Commercial Fitness Instructor Use Permit
- Refundable damage deposit of \$100
- Signed release of liability form
- Evidence of liability insurance naming the City of Signal Hill as additional insured
- City of Signal Hill business license (for more information on obtaining this, please call (562) 989-7374)
- Annual registration fee of \$20
- Signal Hill residents receive priority in booking instructor permits



In order to maintain the aesthetics of the parks and maintain space in the park for the general public, the following Instructor Use Regulations are in effect:

- * Classes may not exceed a ratio of 1 instructor to 10 participants, Spud Field is the only exception, and may have a participant ratio of 1 to 25, with a maximum of two groups (not to exceed 50 participants) at one time
- * A maximum of two instructors would be permitted in a park at any one time
- * Adults may not exercise on playground equipment intended for children
- * Park amenities, including light poles, picnic tables, benches, railings, chain link fencing, freestanding signs, bike racks or barbecue grills, may not be used for exercise activity
- * Equipment may not be affixed to any park amenity (trees, tables, poles, etc.)
- * Exercise equipment weighing over 20 pounds is prohibited in all parks
- * Weights or other equipment (20 pounds or less) may only be used on hard surfaces (basketball court, amphitheater)
- * Instructor is responsible for leaving area clear of debris, clothing and equipment at the conclusion of class

[Fitness Instruction Application](#)
[Fitness Instruction Policies](#)

[School Team Application](#)
[School Team Policies](#)



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FITNESS INSTRUCTION APPLICATION

Name of Organization: _____ Activity: _____

Contact Person: _____ Phone: _____

Email: _____

Business Address: _____ City: _____ Zip Code: _____

Age of Participants: _____ Approximate Group Size: _____

Please check those that apply to you:

Youth Sport Leagues _____ Fitness Instruction: _____ Group Training: _____ School Group: _____ Non-Profit: _____

Dates Requested: Oct. – Dec. Jan. – March April – June July – Sept.

Days/times requested: (include set-up/take down time)

Mon. _____ Tues. _____ Wed. _____ Thu. _____ Fri. _____

Sat. _____ Sun. _____

Please circle requested park space:

Park	Permitted spaces	Hours available for instruction	Maximum class size
Signal Hill Park			
	Open Grass Area	8:00 a.m. - 8:00 p.m.	2 groups of 10 participants
	Amphitheatre	8:00 a.m. - 8:00 p.m.	10 participants
	Basketball Court	8:00 a.m. - 8:00 p.m.	2 groups of 10 participants
	Spud Field (right & left field)	8:00 a.m. - 4:00 pm	2 groups of 25 participants
Reservoir Park			
	Open Grass Area	8:00 a.m. - 8:00 p.m.	10 participants

Will you be charging any fees to your participants? (Please describe)

Please list any equipment you will be bringing into the park (i.e. weights, jump ropes, kettle bells, etc.)

*Exercise equipment weighing over 20 pounds is prohibited in all parks. Weights or other equipment (less than 20 pounds) may only be used on hard surfaces (basketball court, amphitheater)

Please provide the following:

- Annual registration fee of \$20
- Quarterly fees paid in full with cash, check, or money order (paid to the City of Signal Hill) - \$20 hourly rate
- Refundable cleaning/damage deposit in the amount of \$100
- Commercial general liability insurance in an amount not less than \$1 million per occurrence and \$2 million general aggregate. An additional insured endorsement must be provided on a separate form covering the City of Signal Hill, its officials, employees and agents as additional insured parties on the policy
- Copy of current City of Signal Hill business license. For information on obtaining this, please call (562) 989-7316.

I declare that the foregoing is true and correct. I understand that any false statement on this application or incomplete information will be sufficient grounds for denying me a permit. I have received, read, understand, and agree to abide by the policies in the City of Signal Hill Fitness Instruction Policy.

SIGNATURE

DATE

OFFICE USE ONLY

FEES PAID: _____ **BUSINESS LICENSE:** _____ **INSURANCE:** _____ **STAFF INITIALS:** _____ **DATE:** _____



Reservation and Usage of Parks for Fitness Instruction

This policy has been established to assure that Signal Hill's parks are utilized for recreational, cultural, educational, social and community service functions that meet the needs and interest of the community, as well as to set clear policies, procedures, regulations, and fees regarding such uses.

1. Fitness Instruction Applications will be accepted exactly one month before the start of each quarter. **Quarters: October – December, January – March, April – June, and July – September.** Businesses located in Signal Hill will receive priority in booking permits. A Fitness Instruction Application must be completed and paid in its entirety, ten business days prior to the start of instruction.
2. The \$20 annual registration fee is due at the time the Fitness Instruction Application is submitted. The annual fee is valid, one year from the date of submission.
3. The person signing the permit (instructor) **must be present for the fitness instruction and remain on site for the duration of the class.** A picture I.D. will be required at the time of application to verify age and residency (if applicable).
4. Only the applicant noted on the Fitness Instruction Application may make changes to the permit. Changes must be made in writing.
5. Fitness Instruction may not exceed a ratio of 1 instructor to 10 participants; Spud Field is the only exception, and may have a participant ratio of 1 to 25, with a maximum of two groups (not to exceed 50 participants) at one time.
6. A maximum of two instructors would be permitted in a park at any one time.
7. Adults may not exercise on playground equipment intended for children.
8. Park amenities, including light poles, picnic tables, benches, railings, chain link fencing, freestanding signs, bike racks or barbeque grills, may not be used for exercise activity.
9. Equipment may not be affixed to any park amenity (trees, tables, poles, etc.)
10. Exercise equipment weighing over 20 pounds is prohibited in all parks.
11. Weights or other equipment (less than 20 pounds) may only be used on hard surfaces (basketball court, amphitheater).
12. Instructor is responsible for leaving area clear of debris, clothing, and equipment at the end of class.
13. The City of Signal Hill is not liable for accidental injury to persons or loss or damage of group or individual property.
14. Alcoholic beverages are prohibited in and around all facilities, parks, and parking lots. Smoking is prohibited in all facilities and within 100' of the building. Gambling of any kind is not permitted at any facility. Failure to comply with this regulation will result in the immediate termination of the permit and departure from the park facility. All fees will be forfeited. Signal Hill M.C. 9.04.090(C)
15. Staff reserves the right to monitor, regulate and/or terminate the volume of amplified sound so as to not disrupt other rental groups or residents.
16. Cancellation must be made in **writing** to the Community Services Department at least ten business days prior to the start of instruction. If permit cancels less than 10 business days before the start of instruction or after instruction has already begun, all fees shall be forfeited.

17. All trash must be deposited into trash receptacles and at conclusion of fitness instruction.
18. If there is any graffiti or vandalism committed to any of the equipment or facilities, the matter will be handled by the Signal Hill Police Department. All fees will be automatically forfeited and instructor may be subject to additional penalties and charges.
19. There is no storage provided for equipment and supplies. All items must be removed from the park at the conclusion of the event. Any items left behind will be discarded or donated.
20. Users of the parks shall observe, obey and comply with all City, County, State and Federal Laws, Rules and Regulations. The City reserves the right to refuse use of any park if instructor fails to comply with any such rules and regulations or laws.
21. Any group, organization, or individual can be denied a permit if, in the opinion of the Community Services Department, that activity is not in the best interest of the City or community.
22. There shall be no exceptions to this policy unless authorized by the Community Services Director.

I have read, understand and agree to adhere to all policies listed above. Violation of policy may result in forfeiture of all fees and deposits.

Signature of Applicant: _____ **Date:** _____

SEAL BEACH COMMUNITY SERVICES DEPARTMENT
211 8TH STREET, SEAL BEACH, CA 90740
OFFICE: (562) 431-2527 EXT. 1344 FAX: (562) 430-3498

ATHLETIC FACILITY RENTAL APPLICATION
CITY FIELDS & GYMNASIUM

FACILITY(S) REQUESTED _____

DATE(S) REQUESTED _____

TIME(S) REQUESTED _____

LEAGUE/ORGANIZATION _____

PERSON RESPONSIBLE _____ E-MAIL _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

HOME PHONE _____ CELL PHONE _____

ANTICIPATED ATTENDANCE: _____

TEAM/LEAGUE DETAILS:

In consideration of acceptance of this application, I hereby certify that I shall be personally responsible on behalf of my organization or group for any damage or unnecessary abuse of buildings, grounds or equipment on said premises by my organization or group.

I, my executors, administrators and assignees waive and release the Los Alamitos Unified School District, City of Seal Beach and the Seal Beach Recreation and Community Services Department, from any damage or personal injuries that I, or members of my organization or group, might sustain with use of said facilities.

SIGNATURE _____ DATE _____

THE SEAL BEACH RECREATION AND COMMUNITY SERVICES DEPARTMENT RESERVES THE RIGHT TO CHANGE PERMIT FOR CITY OR SCHOOL DISTRICT ACTIVITIES. THIS PERMIT MUST BE IN YOUR POSSESSION DURING YOUR RESERVATION.

	Youth Resident Fee	Youth Non-Resident Fee	Adult Resident Fee	Adult Non-Resident Fee	Business Use
Fields - no lights	\$5/hour	\$20.25/hour	\$30.25/hour	\$40.50/hour	\$81.00/hour
Fields - with lights	\$30.25/hour	\$40.50/hour	\$50.75/hour	\$60.75/hour	\$101.50/hour
McGaugh Gym	\$15/hour	\$25.25/hour	\$35.50/hour	\$50.75/hour	\$60.75/hour
Tennis Courts	\$15/hour	\$20.25/hour	\$30.25/hour	\$35.50/hour	XXXXXXXXXX
Outdoor Basketball Courts	\$10/hour	\$15/hour	\$25/hour	\$35/hour	\$60/hour

-over-

Reservations: Reservations are accepted on a first-come, first-served basis and are valid for a 3 month (league-length) period of time. Renewals are accepted on a month-to-month basis thereafter, in accordance with adjacent policies with the Los Alamitos Unified School District and the Seal Beach Recreation and Community Services Department policies.

Priority Use: 1 - City sponsored events and/or programs; 2 - Non-profit; City service organizations; 3 - Resident Activities; 4 - Non-resident Activities; and 5 - Commercial use.

Cleaning after the event: As noted on your application, cleaning fees are not refundable and cover normal and standard cleaning of the facility. Cleaning fees do not cover picking up your trash, cleaning and clearing food spills, or removal of decorations.

If you have any question regarding this permit, please call the Recreation Office (562) 431-2527, ext. 1344. We appreciate your patronage and cooperation.

RENTAL FEE _____	FIELD PREP _____
LIGHT USE _____	OTHER _____
SECURITY DEPOSIT _____	STAFF FEES _____

METHOD OF PAYMENT

MAKE CHECK PAYABLE TO CITY OF SEAL BEACH

CHECK #: _____

CASH

VISA MASTERCARD (NO DEBIT CARDS) TOTAL CHARGED TO ACCT: \$ _____

CARD # - - EXP. DATE -

SIGNATURE _____ TOTAL CHARGED TO ACCT: \$ _____

-over-

Commercial Fitness or Athletic Instruction, Classes or Camps 2015 Permit Application



Department of Community & Cultural Services
Community Recreation Division
2600 Ocean Park Blvd., Santa Monica, CA 90405
Phone: 310-458-8300 Fax: 310-396-9609

Application Submission Dates:
Applications for 2015 permits will be accepted beginning March 2, 2015 and processed as received, except for Palisades Park Small, Medium and Large Group permits.
Applications for 2015 Palisades Park permits will be accepted March 2, 2015 – March 9, 2015 for priority processing. A maximum of 15 small group permits and a maximum of 15 medium or large group permits will be issued for Palisades Park. If more applications are received during the priority application period than available permits, a lottery will be held for issuance of permits. Permits remaining following the priority application period, if any, will be issued from applications received on a first-come, first-serve basis until filled.

Type of Permit Requesting:
<input type="checkbox"/> Small Group Instruction (not more than 2 participants excluding instructor(s) and spectator(s))
<input type="checkbox"/> Medium Group Instruction (not more than 10 participants excluding instructor(s) and spectator(s))
<input type="checkbox"/> Large Group Instruction (more than 10 participants excluding instructor(s) and spectator(s))
<input type="checkbox"/> Type of activity: _____

Estimate the average number of hours you intend to conduct business in each location per month:

Small, Medium or Large Group Instruction			
Location	# Hrs.	Location	# Hrs.
Airport Park		Palisades Park	
Beach Green		Reed Park	
Beach Park 1		South Beach Park	
Clover Park		Stewart Street Park	
Hotchkiss Park		Virginia Avenue Park (small and medium groups only)	
Marine Park		Santa Monica State Beach	
Ocean View Park			

Small Group Instruction Only			
Location	# Hrs.	Location	# Hrs.
Barnard Way Linear Park		Memorial Park	
Crescent Bay Park		Tongva Park	

Note: Commercial Fitness or Athletic Instruction, Classes or Camps is prohibited in City parks not listed above. Additional restrictions and fees/charges apply for instruction in Palisades Park. Commercial activities at Virginia Avenue Park are limited to no more than 2 participants on weekends.

Applicant Information:

BUSINESS NAME: _____

CONTACT PERSON: _____

ADDRESS: _____

CITY: _____ ZIP: _____

PHONE: () _____ CELL: () _____ FAX: () _____

EMAIL ADDRESS: _____

WEBSITE ADDRESS: _____

LIST INSTRUCTORS FOR THIS BUSINESS (maximum 5 plus permittee)

(Permittee) _____ 1) _____
 2) _____ 3) _____
 4) _____ 5) _____

Completed applications are to be sent to the address below:

Mailing address:
 City of Santa Monica
 Community Recreation Division
 2600 Ocean Park Blvd.
 Santa Monica, CA 90405
 Attn: Brian Mondragon

Email address/Fax Number:
brian.mondragon@smgov.net or
wendy.pietrzak@smgov.net
 fax: 310.396.9609
 Phone: 310.458.8300

I, representing the Permittee, certify the information on this application is correct and that I have read and agree to abide by the permit requirements, rules and all other conditions.

Signature _____ Date _____

Print Name _____ Title _____

(For Office Use Only)

APPLICATION RECEIVED BY: _____ DATE: _____

- Proof of Insurance: Expiration Date _____
- Additionally Insured Endorsement: Expiration Date _____
- Workers' Compensation Coverage Exemption Form, if Applicable
- Defense, Indemnity and Hold Harmless Agreement
- Santa Monica Business License: Business Name _____ # _____
- Permit Fee: Amount _____ Check _____ Cash _____ Credit Card _____ Date _____

Quarterly Use Charge

- Jan- Mar: Amount _____ Check _____ Cash _____ Credit Card _____ Date _____ Initials _____
- Apr - Jun: Amount _____ Check _____ Cash _____ Credit Card _____ Date _____ Initials _____
- Jul - Sept: Amount _____ Check _____ Cash _____ Credit Card _____ Date _____ Initials _____
- Oct - Dec: Amount _____ Check _____ Cash _____ Credit Card _____ Date _____ Initials _____



City of Santa Monica
DEFENSE, INDEMNITY, AND HOLD HARMLESS AGREEMENT
 (Commercial Fitness or Athletic Instruction, Classes or Camps Permit)

_____ (NAME)

whose address is _____

_____, California,

hereinafter "Permittee," in consideration of receiving a Commercial Fitness or Athletic Instruction, Classes or Camps Permit for (specify name, date, and location):

Permittee agrees to the following terms and conditions:

Permittee shall indemnify, protect, hold harmless and defend the City of Santa Monica, its City Council, boards and commissions of the City of Santa Monica, and any of its officers, employees, agents, and volunteers (collectively "the City") from and against any and all demands, claims, actions, lawsuits, damages, judgments, liabilities, cost and expenses, including reasonable attorney's fees and other reasonable professional fees (collectively the "Claims") for death or injury to any person, or damage or destruction of property to the extent arising from and related to any of the following: (i) the operation or activities of the Permittee, or any of its officers, agents, volunteers or employees (collectively the "Permittee") related to the Commercial Fitness or Athletic Instruction, Classes or Camps Permit ; (ii) any breach or default in the performance of any obligation on the part of the Permittee under the terms of the Commercial Fitness or Athletic Instruction, Classes or Camps Permit ; (iii) any negligent or wrongful act or omission of Permittee; and (iv) the furnishing or supplying of services, materials, equipment or supplies by Permittee's contractors or vendors. Permittee shall have no obligation to indemnify, protect, defend or hold harmless the City to the extent such Claim arises from the sole active negligence or willful misconduct of the City.

IN WITNESS WHEREOF, this Agreement is executed on the _____ day of _____, 20____.

Permittee

By _____

PERMIT REQUIREMENTS AND RULES

Permit Requirements

Applicant must provide documentation of the following prior to Permit execution:

- Completed and signed application form
- Proof of insurance as stated under Instructor Insurance Requirements
- Provide separate "Additional Insured Endorsement form"
- Workers' Compensation Coverage Exemption Form, if Applicable
- Execute "Defense, Indemnity and Hold Harmless Agreement" – details below
- Copy of current Santa Monica Business License
- Payment of required permit fee and quarterly use charge

A City authorized permit is required to conduct fitness or athletic instruction, classes or camps for compensation in parks and at the beach pursuant to Ordinance 4.55.030.

Permit Rules

1. Definitions:
 - **Small Group:** Not more than 2 participants excluding instructor(s) and/or spectators.
 - **Medium Group:** Not more than 10 participants excluding instructor(s) and/or spectator(s).
 - **Large Group:** More than 10 participants excluding instructor(s) and/or spectator(s).
 - **Approved Instructor:** An instructor, approved by the City, that works as an employee or contractor, under the supervision and responsibility of the Permittee.
2. Small Group, Medium Group and Large Group fitness or athletic instruction, classes or camps may be conducted at the beach and in the following parks:
 - Airport Park
 - Beach Green
 - Beach Park #1
 - Clover Park
 - Douglas Park
 - Hotchkiss Park
 - Marine Park
 - Ocean View Park
 - Palisades Park (with special annual group permit as described below)
 - Reed Park
 - South Beach Park
 - Stewart Street Park
3. Small Group commercial fitness or athletic instruction, classes or camps may be conducted daily in Virginia Avenue Park with Medium Groups allowed Monday through Friday only.
4. Only Small Group fitness or athletic instruction, classes or camps may be conducted in the following parks:
 - Barnard Way Linear Park
 - Crescent Bay Park
 - Memorial Park
 - Tongva Park
5. No commercial fitness or athletic instruction, classes or camps may occur in the following parks:
 - Ashland Park
 - Beach Park #4
 - Chess Park
 - Euclid Park
 - Goose Egg Park
 - Joslyn Park
 - Ken Genser Square
 - Muscle Beach Park
 - Ozone Park
 - Pacific Street Park
 - Park Drive Park
 - Schader Park

6. Permits for fitness or athletic instruction, classes or camps for compensation are issued on a calendar year basis. (January 1 – December 31)
7. A maximum of 5 Approved Instructors are allowed per permit, in addition to the Permittee.
8. Permits issued for fitness or athletic instruction, classes or camps for compensation shall become invalid if the permittee fails to:
 - pay all applicable City fees and charges;
 - maintain a current and valid general liability insurance as required by the City;
 - execute a required Indemnity and Hold Harmless Agreement; and
 - maintain a current and valid Santa Monica Business License
 - submit quarterly reports including hours of instruction by location, as required by the City
9. Permittees and/or Approved Instructors must visibly wear a City-issued badge or display card at all times while conducting commercial fitness or athletic instruction, classes or camps and have the City issued Permit available for immediate inspection by City staff upon request. (*Permits and City-issued badges are non-transferable.*)
10. Permittees and/or Approved Instructors shall follow City staff instructions in siting or relocating commercial fitness or athletic instruction, classes or camps, in order to avoid damage to City facilities or turf areas, and to avoid interference with maintenance activities and closures including but not limited to closures related to rain events.
11. Permittees and Approved Instructors shall not operate within 10 feet of any tree trunk, and shall, at all times, ensure that participants, students, fitness equipment or personal belongings are at least 10 feet away from tree trunks.
12. No Permittee or Approved Instructor shall reserve or hold any space in any park or on the beach prior to the commencement of the fitness or athletic instruction, class or camp.
13. Permittees and/or Approved Instructors must site commercial fitness or athletic instruction, classes or camps at least 200 feet away from all City operated classes and/or camps.
14. Permittees and/or Approved Instructors shall not use amplification equipment, boom boxes, bull horns or whistles.
15. Permittees and Approved Instructors shall not conduct commercial fitness or athletic instruction, classes or camps in any City park or on the beach between 9pm and 6am except Saturdays in Palisades Park where permits are not valid until 7am.
16. Permittees and/or Approved Instructors shall not require park or beach users to relocate to accommodate a commercial fitness or athletic instruction, class or camp.
17. Permittees and/or Approved Instructors shall relocate to accommodate City permitted activities, including City approved Community Events and City approved Filming.
18. No Permittee or Approved Instructor shall display, place or distribute, or cause the display, placement or distribution of, any commercial advertising or signage, including but not limited to cards, flyers, brochures, signs or banners, in any City park or park parking lots and at the beach or beach parking lots.
19. No person shall conduct any commercial fitness or athletic instruction, class or camp north of Marguerita Avenue in Palisades Park.

20. No person shall conduct any commercial fitness or athletic instruction, class or camp in Palisades Park on Sundays.
21. Palisades Park Medium and Large Group Permits
- A maximum of 15 permits will be issued on a first-come first-served basis.
 - If more than 15 qualified applications are received during the application period, then a lottery or other allocation process will be used to fairly allocate permits.
 - No Permittee or Approved Instructor shall conduct any commercial fitness or athletic instruction, class or camp containing more than 15 participants.
 - Permittees and/or Approved Instructors of Medium and Large Groups shall not operate outside of the four Zones designated by the City.
 - a) Zone #1: Palisades Avenue north to Alta.
 - b) Zone #2: Montana Avenue north to Palisades Avenue
 - c) Zone #3: Immediately north of Idaho Avenue
 - d) Zone #4: Wilshire Boulevard north to the public restroom
 - No more than two Medium or Large Groups may occupy a single Zone at any one time. No Permittee or Approved Instructor shall commence operation of a Medium or Large Group in any Zone that already contains two Groups of either Medium or Large size.
 - Medium or Large Groups shall occupy zones on a first-come first-served basis. No Permittee and/or Approved Instructor shall reserve or hold any space in any Zone prior to the commencement of the fitness or athletic instruction, class or camp.
 - These requirements shall not apply to any group only traversing through Palisades Park.
22. Palisades Park Small Group Permits
- A maximum of 15 permits will be issued on a first-come first-served basis.
 - If more than 15 qualified applications are received during the application period, then a lottery or other allocation process will be used to fairly allocate permits.
23. Park equipment and installations, including but not limited to light poles, drinking fountains, public art, bleachers, pergolas, picnic tables, benches, railings, fencing, signs, bike racks, and barbeque grills, shall not be used for exercise activity, except for equipment specifically designated by signage for exercising.
24. Pursuant to Ordinance 4.55.130, no person shall place any equipment or object used for fitness or athletic activity weighing more than twenty-five pounds within any City park without prior authorization by the Director. This prohibition shall not be applicable at Airport Park, Clover Park and Reed Park.
25. A City-issued field permit, consistent with the City's field permitting guidelines, is required for commercial use of a field.
26. A court reservation permit is required for basketball, volleyball or tennis instruction for compensation.
27. No person shall place any exercise weights or any other exercise equipment, with the exception of mats, on the basketball courts.

28. No person shall place any exercise weights or any other exercise equipment, with the exception of mats, on tennis courts. This regulation does not apply to ball machines and ball sweeps.
29. No person shall store athletic, sports or other equipment within any park unless otherwise lawfully authorized to do so.
30. Permittees and/or approved instructors must abide by the following Code of Conduct
 - a) Permittees and Approved Instructors shall be respectful of park and beach users
 - b) Permittees and Approved Instructors shall be respectful of City staff
 - c) Permittees and Approved Instructors shall be respectful of other instructors and their clients
 - d) Permittees and Approved Instructors shall be respectful of residents and businesses

Permit Revocation and Penalties:

Pursuant to Section 4.55.420 (c) of the SMMC, any person violating any rule for this permit shall be guilty of a misdemeanor which shall be punishable by a fine not exceeding one thousand dollars per violation, or imprisonment in the County jail for a period not exceeding six months, or by both fine and imprisonment, or shall be guilty of an infraction which shall be punishable by a fine not exceeding two hundred fifty dollars.

Destruction, removal or injury to any park facility or park foliage may require restitution in an amount necessary to reimburse the Department for investigative costs and for the value of the item or material destroyed, defaced, removed or damaged as well as labor required to replant or restore the area, item or material affected.

Any person violating any rule or regulation of this permit may be subject to administrative citations.

The City may revoke, suspend or deny the issuance of a permit if the permittee or applicant has violated applicable Federal, State, or City laws, or rules or regulations.

PERMIT CONDITIONS: FEES, CHARGES AND REPORTS

Each Permittee shall pay a yearly use charge in the form of a flat rate in accordance with the following terms and conditions:

1. **PERMIT FEE:**

Payment of a permit fee is required prior to issuance of an annual permit. Fees are \$102.50 per calendar year and \$153.75 per calendar year for medium and large group permits for Palisades Park if a lottery or other allocation process is required. Fees are not pro-rated or refundable.

2. **QUARTERLY USE CHARGE:**

Prior to issuance of the permit, the Permittee agrees to pay the City a quarterly flat rate use charge. Charges are determined by the number of participants in the group and vary depending upon the park and/or beach location. The following charges are determined by City Council based on calendar year and are not pro-rated or refundable:

Commercial Fitness or Athletic Instruction, Classes or Camps Permit - General

- \$450 per quarter: Small Group (not more than 2)
- \$900 per quarter: Medium Group (not more than 10)
- \$1,350 per quarter: Large Group (more than 10)

Commercial Fitness or Athletic Instruction, Classes or Camps Permit – Palisades Park

- \$675 per quarter: Small Group (not more than 2)
- \$1,350 per quarter: Medium Group (not more than 10)
- \$2,025 per quarter: Large Group (not more than 15)

Commercial Fitness or Athletic Instruction, Classes or Camp Permit – Reed Park

- \$225 per quarter: Small Group (not more than 2)
- \$450 per quarter: Medium Group (not more than 10)
- \$675 per quarter: Large Group (more than 10)

3. **FAILURE TO PAY USE CHARGE:**

Quarterly flat rate use charge is due for each calendar quarter. Permittee will receive a new sticker to attach to the City-ID badge upon payment of the charge. If the charge is not paid, the Permittee's permit will not be valid that quarter until the charge is paid. A list of Permittees whose quarterly use charge has not been paid will be distributed to enforcement staff each quarter.

4. **QUARTERLY USE REPORT:**

Permittee must deliver to the City the following:

Quarterly Use Report: A written Quarterly Use Report signed by the Permittee or by an authorized officer or agent of Permittee, showing location(s) and hours of instruction in the previous calendar quarter is required by the following dates: **April 15th, July 15th, October 15th, January 15th**. A separate sheet is required for each month of the quarter. Such report shall be submitted on the City's report form (attached) or other City-approved instrument. Reports are to be sent to:

City of Santa Monica, Community Recreation Division
2600 Ocean Park Blvd., Santa Monica, CA 90405
Attn: Brian Mondragon
Fax: (310) 396-9609, Email: brian.mondragon@smgov.net

PERMITTEE INSURANCE REQUIREMENTS

Permittee shall procure and maintain for the duration of the contract 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 and the results of that work by the Instructor, its agents, representatives, employees or subcontractors.

Minimum Scope/Limits of Insurance

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering GCL on an "occurrence" basis, including products-completed operations and personal & advertising injury, with limits of no less than \$1,000,000 per occurrence.

Workers' Compensation and Employer's Liability Insurance: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease. Workers' Compensation insurance is not required if the Permittee does not have employees. The Permittee must, however, execute the City's Workers' Compensation Coverage Exemption Form.

If the Permittee maintains higher limits than the minimums shown above, the City of Santa Monica requires and shall be entitled to coverage for the higher limits maintained by the Permittee.

Other Insurance Provisions

1. The insurance policies are to contain, or be endorsed to contain, the following provisions:
 - a. **Additional Insured Status (CGL policy):** The City of Santa Monica, its officers, officials, employees and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Permittee including materials, parts or equipment furnished in connection with such work or operations.
 - b. **Primary Coverage (all policies):** For any claims related to this contract, the Permittee's insurance shall be primary as respects the City of Santa Monica, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City of Santa Monica, its officers, officials, employees or volunteers shall be in excess of the Permittee's insurance and shall not contribute with it.
 - c. **Notice of Cancellation (all policies):** Each insurance policy required herein shall state that coverage shall not be cancelled except after notice has been given to the City of Santa Monica.
 - d. **Waiver of Subrogation (all policies):** Permittee hereby grants to the City of Santa Monica a waiver of any right of subrogation which any insurer of said Permittee may acquire against the City of Santa Monica by virtue of payment of any loss. Permittee agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City of Santa Monica has received the a waiver of subrogation endorsement from the insurer.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A:VII, unless otherwise acceptable to the City of Santa Monica.

Verification of Coverage

Permittee shall furnish the City of Santa Monica with original certificates and amendatory endorsements or copies of the applicable policy language providing the insurance coverage required herein. All certificates and endorsements are to be received and approved by the City of Santa Monica before work commences. However, failure to obtain required documents prior to the work beginning shall not waive the Permittee's obligation to provide them. The City of Santa Monica reserves the right to require complete, certified copies of all required insurance policies, including the endorsements required herein, at any time.



City of Santa Monica

**WORKERS' COMPENSATION COVERAGE
EXEMPTION DECLARATION**

The undersigned (hereinafter referred to as "I" or "Me") hereby declares that the following is true and correct:

I am an individual or a company that has entered, or will be entering, into an agreement with the City of Santa Monica to provide goods or services.

I am familiar with the terms of said agreement which require Me to maintain workers' compensation coverage as required by California Law.

I am familiar with the workers' compensation laws of California (generally contained in section 3700 of the Labor Code), including those provisions which provide for specific exemptions from the requirement that all employers must carry workers' compensation insurance, and I am exempted under the law from the requirement to maintain workers' compensation insurance coverage.

In addition, during the term of any work for the City of Santa Monica under said agreement, (i) I will not employ any person in any manner so as to become subject to the workers' compensation laws of California, or (ii) should I become subject to the workers' compensation provisions of Section 3700 of the Labor Code for any reason, I shall forthwith comply with those provisions and send evidence of financial compliance to the City of Santa Monica.

Date: _____

Name: _____ Name: _____
(print or type) (signature)

Company Name (if any): _____
(print or type)

Title: _____ Telephone: _____
(print or type)

Warning: In California, failure to secure workers' compensation coverage is unlawful and shall subject an employer to criminal penalties and civil fines up to one hundred thousand dollars (\$100,000). In addition to the cost of compensation, damages may be assessed as provided for in Section 3706 of the Code, including, but necessarily limited to, interest and attorney's fees.

COMMERCIAL FITNESS OR ATHLETIC INSTRUCTION, CLASSES OR CAMPS

Quarterly Use Report - 2015 Month _____

A written Quarterly Use Report signed by the Permittee or by an authorized officer or agent of Permittee, showing location(s) and hours of instruction in the previous calendar quarter is required by the following dates: April 15th, July 15th, October 15th, January 15th. A separate sheet is required for each month of the quarter. Such report shall be submitted on this report form or other City-approved instrument.

Location	Hours of Instruction			Total Hours
	Small Group	Medium Group	Large Group	
Airport Park				0.0
Beach Green				0.0
Beach Park #1				0.0
Clover Park				0.0
Douglas Park				0.0
Hotchkiss Park				0.0
Marine Park				0.0
Ocean View Park				0.0
South Beach Park				0.0
Stewart Street Park				0.0
Virginia Avenue Park			N/A	0.0
Santa Monica State Beach				0.0
Palisades Park				0.0
Reed Park				0.0
	Small Group			
Barnard Way Linear Park				0.0
Crescent Bay Park				0.0
Memorial Park				0.0
Tongva Park				0.0
			Monthly Total	0.0
TOTAL MONTHLY GROSS REVENUE (optional)				

Reports are to be sent to:

City of Santa Monica, Community Recreation Division
 2600 Ocean Park Blvd., Santa Monica, CA 90405
 Attn: Brian Mondragon
 Fax: (310) 396-9609, Email: brian.mondragon@smgov.net

Permittee's Verification:

I verify that the above information is accurate.

Signature

Printed Name

Date



ZONE 1

ZONE 2

ZONE 3

ZONE 4

ZONE 5

3001 Blume Dr, Rossmoor, CA 90720, USA