

**City Manager's Report****March 24, 2015 City Council Meeting****Prepared by:** Steve Youel, Director of Community Services**Item #:** 8.7

Subject: Adopt a resolution approving an agreement between the City of Placerville and Rock-N-Water to run group tours in the park and authorize the Director of Community Services to execute the same.

Discussion: Based in Coloma, Rock-N-Water Christian Adventure Camps would like to partner with the City of Placerville to run group mine tours at Gold Bug Park. Rock-N-Water's staff will lead their customers through both Gold Bug and the Priest Mine in costume. Rock-N-Water recruits, trains, and schedules their staff accordingly to accommodate group tours through the mines. City staff is excited about this opportunity and are committed to working closely with Rock-N-Water to provide the best possible service to all participants.


The proposed contract is for one (1) year (April 1, 2015 through March 31, 2016). The contract will automatically renew for successive one-year terms beginning April 1 of each year, unless either party notifies the other in writing prior to February 1st each year of its intent not to renew. The proposed contract stipulates that Rock-N-Water will pay a fee of \$5 per person per day. A daily tally will be recorded and Rock-N-Water will pay for the previous month by the 15th of each month.

Cost: There will be no additional direct costs associated with this contract. Rock-N-Water will provide all the necessary support staff.

Budget Impact: Additional funding will not be needed. Staff anticipates that approximately \$12,050.00 will be generated in revenue to the City.

Recommendation: Adopt a resolution approving an agreement between the City of Placerville and Rock-N-Water to run group tours in the park and authorize the Director of Community Services to execute the same.

Attachments - Rock-N-Water Agreement



 M. Cleve Morris, City Manager



 Steve Youel, Director of Community Services



 Dave Warren, Director of Finance

RESOLUTION NO _____

**RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF PLACERVILLE, ENTERING INTO AN AGREEMENT WITH
ROCK-N-WATER TO RUN GROUP TOURS AT GOLD BUG PARK AND
AUTHORIZING THE DIRECTOR OF COMMUNITY SERVICES TO
EXECUTE THE SAME**

WHEREAS, the Community Services Department desires to provide group tours at Gold Bug Park; and

WHEREAS, Rock-N-Water, herein referred to as contractor, will run group tours in the Gold Bug and Priest Mine as part of their program; and

WHEREAS, Rock-N-Water will pay the City \$5 per person per tour; and

WHEREAS, the City has determined that the provision of such services provided by the contractor is a great opportunity to increase visitation at the park.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Placerville approves a service contract with Rock-N-Water to run group tours at Gold Bug Park and authorizes the Director of Community Services to execute the same.

The foregoing Resolution was introduced at a regular meeting of the City Council of the City of Placerville held on March 24, 2015 by Councilmember _____ who moved its adoption. The motion was seconded by Councilmember _____.

The motion was passed by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor, Patricia Borelli

Attest:

Susan Zito, CMC, City Clerk

ROCK-N-WATER GOLD BUG PARK USE AGREEMENT

This Agreement made and entered into this _____ by and between the City of Placerville, hereinafter referred to as City, and Rock-N-Water, hereinafter referred to as RNW.

RECITALS

1. City owned Gold Bug Park is comprised of two underground mines, stamp mill, black smith shop, gift shop, panning, walking trails, picnic areas, and restrooms. (hereinafter the "park").
2. RNW is an organization, which sponsors group tours in the park in costume and a historical setting.
3. The City wishes to make these facilities available for use by RNW for tour purposes.

AGREEMENT

1. Grant of License

The City hereby grants to RNW a nonexclusive license to use the Priest Mine and Gold Bug Mine and designated meeting/picnic area (meeting area) during the term of this license for tour purposes, and other uses clearly and directly incidental to the foregoing. The location and area of meeting area shall be mutually agreed upon by CITY and RNW each year of the term of this agreement.

2. Term of Agreement

The term of this agreement shall be from April 1, 2015 to March 31, 2016. Thereafter, this agreement will automatically renew for successive one-year terms for a period of five (5) years beginning April 1 of each year, unless either party notifies the other in writing prior to February 1 each year of its intent not to renew.

3. Scope of License

During the term of the license, RNW shall have the nonexclusive use of the Priest Mine, the Gold Bug Mine, and designated meeting area as listed in Attachment I, as scheduled with the City. This list shall be reviewed and amended as necessary by the City and the Executive Director of RNW. In the event the City should need any of the facilities listed in Attachment I to conduct a City event, perform required maintenance or repairs or any other type of City business during a RNW scheduled time, RNW agrees to cancel the day or days in conflict. The City shall strive to provide RNW as much advance notice as possible.

4. Maintenance – The City's Obligations

4.1. The City staff shall provide for the cleaning/service of restrooms located at the park.

4.2. The City shall, on a daily basis, inspect for damage and unsafe conditions in the Priest Mine, Gold Bug Mine, and other facilities, equipment and amenities.

5. Maintenance / RNW Obligation

5.1. Any condition or equipment found to be unsafe shall be reported at once to the City. Should any condition exist where the immediate safety of RNW users, the City or general public is in danger, then RNW shall cease using such facility, area or equipment until the condition is corrected.

5.2. RNW shall collect and take away all of their trash on their days of use.

5.3. At least four (4) weeks prior to the start of tour season, RNW shall designate a responsible person to work with park staff throughout the season, to resolve any issues that may arise.

5.4. RNW shall maintain and inspect their portable facilities/picnic area prior to times of use and shall be responsible to report and repair any necessary safety concerns.

5.5. Vehicles and Parking. RNW and Participants shall not park in any fire lanes, parking stalls, or any other unauthorized locations within Park boundaries. This provision will be strictly enforced by City and El Dorado County Fire Dept. Vehicles not in compliance will be ticketed and towed at the sole expense of the owner.

5.6. RNW shall provide qualified and experienced supervision and tour guides for tours. This agreement shall not be construed as creating any employment relationship between the CITY and RNW employees/personnel.

6. User Fee Structure

6.1. RNW will be subject to a per person fee of \$5.00 per tour per day.

6.2. Payments will be paid in full by the 15th of the following month. Failure to pay by due date may result in forfeiture of park use privileges for the remainder of the calendar year.

6.3. RNW and the City shall meet annually in January to discuss usage for the upcoming season. If any additional usage is requested, fees may be adjusted at this time in order to cover direct costs.

6.4. Use of the park by RNW outside of those days/hours agreed to by RNW and the City, as set forth on Attachment 1 is not allowed, unless specifically to by CITY. Once notified or aware of any infraction, it will be up to RNW to immediately correct to prevent ongoing occurrences.

6.5. Within 30 days after the execution of this Agreement, RNW will provide the City with a \$1,000.00 security deposit and in each succeeding year by April 1 of each season. From this deposit, the City, as part of the license Agreement, will be able to deduct for any repairs or damages caused by RNW. This deposit issue will be reviewed at the conclusion of each season and the remaining balance of the deposit will be applied towards RNW's last payment.

6.6. Should RNW fail to pay fees due, all use of facilities shall be immediately suspended and this Agreement may be terminated if RNW fails to pay all funds due within ten (10) days from the date of notice by the City.

7. RNW Meeting/Picnic Area

RNW shall be responsible for all set-up and take down of designated meeting/picnic area. RNW shall provide portable shade structure and hay bales. RNW shall maintain meeting/picnic area in a neat, orderly, and safe condition. RNW shall remove shade structure and hay bales within two working days after RNW's season ends.

8. PA Equipment: Restrictions on Use

A public address system (i.e., amplified sound system) may be used only during special activities with the prior written approval of the Director of Community Services. The Director of Community Services shall determine an acceptable level of sound volume. An appropriate restrictor or volume control device shall be installed on the amplifier so that the sound volume does not exceed the level approved by the Director.

9. Smoking Restriction

Smoking is permitted in designated areas only. RNW agrees to assist the City in promoting a smoke-free environment by including provisions in the organization's local operating rules advising participants of the Park's smoking regulations..

10. Alcohol Restrictions

Alcoholic beverages are not allowed during RNW events except as follows. If RNW is planning on providing or selling alcoholic beverages at Park, it must be approved by the Police Department and the Recreation & Parks Department and the appropriate permits issued from the State Department of Alcohol Beverage Control. In addition, all sales of food or other concessions must be approved by the Recreation & Parks Department.

11. Schedules

RNW shall prepare and submit to the City annually, upon execution of this Agreement and in future years, a schedule of tour dates and times at least two months prior to the start of each tour season, so that no conflict arises and so the Gold Bug Park Maintenance and Operations Specialist can schedule tours accordingly. The Gold Bug Park Maintenance and Operations Specialist shall approve all tour schedules. The Gold Bug Park Maintenance and Operations Specialist may close park in the event of inclement weather or unsafe conditions.

12. Indemnities and Insurance.

12.1 RNW hereby agrees to defend, indemnify and hold harmless the City, elective and appointive council members, boards, commissions, officers, agents and employees from any liability for property damage or for personal injury, including death, which may arise from the use of City facilities.

12.2 Prior to, or upon execution of this license Agreement, RNW shall provide the City with a Certificate of Insurance evidencing general liability insurance of not less than One Million Dollars (\$1,000,000) aggregate and endorsement form 2026. The City shall be named as an additional insured with a provision providing the City with not less than thirty (30) days prior written notice of policy cancellation.

12.3 RNW shall provide Worker's Compensation insurance for its employees as required by California law.

13. Administration.

The Recreation Department for the City is hereby appointed to administer this Agreement and the license granted hereunder on behalf of the City and is authorized to act on behalf of the City wherever and whenever this Agreement calls for action by the City.

WHEREFORE, the parties hereto have executed this Agreement on the day and in the year first above written:

City of Placerville Recreation & Parks Dept.

ROCK-N-WATER

Steve Youel, Director of Community Services

Craig Lomax, Executive Director

Date: _____

Date: _____

Attachment 1

ROCK-N-WATER

**Facility Use Schedule
2015**

PARK	FACILITIES	DATE(S)	DAY(S)	TIME(S)
Gold Bug Park	Priest Mine Gold Bug Mine Designated Picnic Area	April – 1 st week in June	Mon-Thurs Occasional Friday's	12 PM – 2:00 PM Occasional use of other available time slots.