



SAN RAFAEL
THE CITY WITH A MISSION

**PARK AND RECREATION
COMMISSION AGENDA**

**Thursday, July 16, 2020
6:00 P.M.**

Watch on Zoom:

<https://tinyurl.com/PRC-07-2020>

Password: 415

Telephone: (669) 900-9128
Meeting ID: 861-5448-9435#

CALL TO ORDER

- Pledge of Allegiance
- Roll Call

AGENDA AMENDMENTS

MINUTES

1. Approve regular meeting minutes of March 12, 2020

MEETING OPEN TO THE PUBLIC

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

MATTERS BEFORE THE COMMISSION

If necessary to assure completion of the following items, the Chairperson may establish time limits for the presentations by individual speakers.

4. Review Proposed Facility Rental Reservation Policies and Procedures, and Ongoing Facility Rental Allocation Process

COMMISSION REPORTS AND COMMENTS

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

STAFF COMMENTS

6. Schedule of Upcoming Meetings and Events of Interest

NEXT MEETING: August 20, 2020

ADJOURNMENT

Notice

Any records relating to an agenda item, received by a majority or more of the Commission less than 72 hours before the meeting, shall be available for inspection online. Sign Language interpreters may be requested by calling (415) 485-3066 (voice), emailing Lindsay.lara@cityofsanrafael.org or using the California Telecommunications Relay Service by dialing "711", at least 72 hours in advance of the meeting. Copies of documents are available in accessible formats upon request.



San Rafael Community Center – 618 B Street, San Rafael, CA
March 12, 2020 – 6:00 p.m.

CALL TO ORDER

Chair Jeff Jones called the meeting to order at 6:03 p.m.

Pledge of Allegiance

Roll Call

Commissioners Present: Chair Jeff Jones, Mark Machado, Ariel Gutierrez, Kathryn Reisinger and Jeren Seibel

Commissioners Absent: Vice Chair Stacey Laumann, Tom Obletz and Cicily Emerson

Staff Present: Susan Andrade-Wax, Library & Recreation Director, Becky Ordin, Senior Administrative Assistant, Catherine Quffa, Assistant Library & Recreation Director and Barry Miller, Consulting Project Manager, General Plan 2040.

AGENDA AMENDMENTS

None

MINUTES

1. **Approve regular meeting minutes of January 16, 2020**

A motion was made by Commissioner Machado, seconded by Commissioner Gutierrez, to approve the minutes of the January 16, 2020 meeting. **The motion was approved unanimously.**

MEETING OPEN TO THE PUBLIC

2. Introductions/Awards/Recognitions/Presentations

None

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

None

MATTERS BEFORE THE COMMISSION

4. 2040 General Plan – Parks and Recreation Element

Ms. Andrade-Wax introduced Barry Miller, Consulting Project Manager, General Plan 2040. Mr. Miller presented the information for the 2040 General Plan – Park and Recreation Element.

Commissioner Reisinger asked if the draft land use map included non-incorporated areas of San Rafael. Mr. Miller replied that it does include everything with a San Rafael address.

Ms. Andrade-Wax requested that the Commission consider the recommendation from the 2949 General Plan Steering Committee for the City to pursue the development of a city-wide, comprehensive Parks and Recreation Master Plan.

Commissioner Seibel stated that a good number of the underserved areas being build out, and there was a policy stipulation in the 2020 General Plan that reads, the consideration for parks less than 3 acres in places that are underserved or perhaps don't have the space to accommodate that much. He asked if there was policy stipulation in the new plan and wanted to know if it would be given consideration? Mr. Miller replied that it was included in the General Plan 2040 Update as the need is still a priority to provide parks in those areas.

Commissioner Seibel said this a hot issue on the state level to provide municipal services to disadvantaged and severely disadvantaged communities. He noted two areas in San Rafael that qualify as disadvantaged and severely disadvantaged. He didn't see any language in the policies and asked if it would be targeted in Park and Recreation Element or another part of the General Plan. Mr. Miller replied it is included in another part of the General Plan that focuses on equity and inclusion issues. When the General Plan is completed, it will be crossed reference in the document.

Commissioner Seibel asked Ms. Andrade-Wax if the City had funding to acquire/maintain a standard of 4.5 acres of active parkland per 1,000 residents? Ms. Andrade-Wax replied that the City can only access parkland dedication fees based on the acreage requirement that is adopted in the City's General Plan. If the City desires to have more developed parkland, then she would recommend that the City adopt the national standard which is 5 acres per 1,000 residents.

Commissioner Jones asked if the bike and walking trails would be part of the Parks and Recreation Master Plan. Ms. Andrade-Wax replied that it is often included in a City's Bike and Pedestrian Master Plan or Trails Master Plan.

Commissioner Seibel asked if there was a parallel policy that provide the Department of Public Works with guidance on park maintenance standards. Mr. Miller replied this would be included in the infrastructure element.

A motion was made by Commissioner Seibel to accept the informational report, seconded by Commissioner Reisinger. **The motion was approved unanimously.**

Commission Reports and Comments

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

Commissioner Gutierrez attended the Pickleweed Advisory Board. There were two new members. They discussed fee waivers, which were all approved that included the summer camp, which is run by the Catholic Charities group, Art Bridge and their Visually Impaired group.

Commissioner Reisinger asked if the Commission would like to represent the summer kickoff event at the Terra Linda Community Center on June 19th, and at the Movies in the Park events. Commissioner Jones agreed it was a good idea.

Staff Comments

6. Schedule of Upcoming Meetings and Events of Interest

Ms. Andrade-Wax gave an update on the on the COVID-19 virus. The situation is changing rapidly, and the City is responding accordingly. For more information, she referred the Commission to both the City of San Rafael's and Marin Health & Human Services websites,

Adjournment

The meeting was adjourned 7:41pm.

BECKY ORDIN, Senior Administrative Assistant

APPROVED THIS ____ DAY OF _____, 2020

SUSAN ANDRADE-WAX, Library & Recreation Director



SAN RAFAEL
THE CITY WITH A MISSION

FACILITY RENTAL RESERVATION POLICIES AND PROCEDURES

Please carefully read through this entire document – renters are responsible for following the rules and policies outlines below.

APPLICATION PROCESS

1. You are welcome to visit and tour the community centers during hours of operation, provided an event is not in progress. Please call ahead before making a site visit.
2. In order to reserve a room, a person 21 years or older must submit both a complete Library and Recreation rental application *and* a reservation deposit. You may submit your application in person or by email. If you submit your application by email, a San Rafael Library and Recreation staff member will contact you to collect the appropriate deposit to secure your reservation.
3. Applications are accepted on a first-come, first-served basis. Applications will be accepted six months in advance for classrooms/clubrooms and up to one year in advance for the following facilities:
 - Albert J Boro Community Center Gymnasium
 - Albert J Boro Community Center Multi-Purpose Room
 - Falkirk Cultural Center
 - San Rafael Community Center Auditorium
 - Terra Linda Community Center Rooms 2-4
4. If more than one person applies at the same time for the same room on the same date/time, priority will be given to residents of San Rafael. If two residents or two non-residents apply for the same rental date, a lottery will be drawn to determine priority.
5. Rental requests will be reviewed and processed in the order in which they were received. Renters will be notified by phone, mail, or e-mail as to the status of their application. The booking deposit will be refunded in full if the application is not approved.
6. Rental Contracts are not finalized until a department staff member has contacted you and provided you with an approved rental contract.

GENERAL INFORMATION

1. The applicant whose name and signature appears on the rental contract should be present for the full length of the event. If the applicant cannot be present, he/she must designate an individual who will be present and submit their name and phone number on the application. The designated person **MUST** check-in with facility attendant on the day of event and is responsible for following and helping to enforce the policies/regulations. Application permits are non-transferable, and applicants must be 21 years of age.

2. Hours stated on rental application must include set-up, decorating, main event and clean-up, which are the responsibilities of the renter.
3. Reservations will be confirmed and considered complete only after all required forms are signed and submitted, and applicable fees and deposit have been received. No dates are tentatively held for any group who has not submitted a facility rental form and booking deposit.
4. Incomplete or inaccurate information by the renter on the contract may result in cancellation of the contract and loss of fees paid.
5. The applicant's name and signature that appears on the rental contract must match the name on the proof of insurance and payment.
6. Only the renter(s) whose name is on the rental application can submit changes. Changes are subject to approval and must be made in writing (email preferred) or directly with the community center office. **All rental changes are tentative until confirmed by Department staff and any/all additional fees have been paid.**
7. Renter acknowledges that the facility may be rendered unusable or otherwise unavailable due to circumstances beyond the City's control, including but not limited to flooding, fire, natural disaster, power outages, public health emergencies, criminal acts or acts of war or terrorism. In the event that the facility should become unavailable due to any such circumstances, the City will refund any fees received from renter and such refund will constitute the limit of City's liability to renter in connection with the unavailability of the City facility. The City shall not be liable to renter for any actual or renter's consequential damages, including but not limited to other costs incurred in connection with renter's event, lost profits, and lost opportunity.
8. Reservations may be revoked at any time whenever the use of buildings or facilities may interfere with Department program activities or where there has been a violation of approved regulations.
9. Reservations may be revoked or terminated, and additional guests will not be allowed in the building if it is determined that the event is different or larger than represented on the rental application.
10. The City reserves the right to make any physical or furniture changes to the building.

FACILITY INFORMATION AND CAPACITY

Albert J Boro Community Center, 50 Canal Street
 Office Hours: Monday-Friday, 8:30am-5:00pm
 Phone: (415) 485-3077

Room	Capacity (Assembly/Dining)
Gymnasium	530 Assembly (approved sports only)
Multi-Purpose Room	455 / 200
Kitchen	8
Meeting Room	25
Art Room	46 / 30
Teen Lounge	26 / 18

San Rafael Community Center, 618 B Street
 Office Hours: Monday-Friday, 8:30am-4:00pm
 Phone: (415) 485-3333

Room	Capacity (Assembly/Dining)
Auditorium	400/300
Kitchen	
Clubrooms 2-4	40/25
Clubroom 5	40/25
Patio	

Terra Linda Community Center, 670 Del Ganado Road
 Office Hours: Monday-Friday, 8:30am-5:00pm
 Phone: (415) 485-3344

Room	Capacity (Assembly/Dining)
Kitchen	
Clubrooms 1-3	40/30

RENTAL FEES

Deposit

A deposit is required for all facility rentals. The deposit must be paid in full at the time of booking and is separate from rental fees. It will not be applied toward the rental balance.

The deposit is fully refundable except:

1. If money is withheld due to cancellations (see Cancellation and Refunds section for details).
2. The deposit refund will be reduced to cover any extra costs due to cleaning, damage to facility or grounds, overtime hours, additional equipment used during event, if event exceeds estimated capacity, or is in violation of any facility rules or policies.
3. The entire deposit will be retained, and event may be shut down if attendance exceeds the amount specified on the application.

Additional charges may be required if damage exceeds deposit amount.

Fees

1. Refer to Facility Reservation Rate sheets for fees.
2. All rental fees are due **6 months** prior to the event or at time of booking if within 6 months.
3. Payments may be in the form of check, cash, or credit card. All checks should be made payable to "City of San Rafael".
4. Rentals that exceed stated hours or that use rooms beyond those included in the rental contract will be charged double the stated hourly rate for all related fees.

If a rental payment is not received within the specified time, the reservation will be cancelled, and the deposit will be retained by the City and not refunded.

CANCELLATION AND REFUNDS

Confirmed reservations that are canceled will be subject to penalties. Cancellation fees are determined by the amount of notice given prior to the scheduled event.

- Refunds will be processed within 30 days after your event.

- Fees will not be refunded for reserved time not used. Reserved time should be chosen carefully; once fees are paid, there will be no refund for decreased reserved or actual use time.
- If the City cancels an activity, all fees will be returned.
- Only the applicant named on the contract can make cancellations.

Refund Schedule

Cancellation Date	Deposit Fee Returned	Rental Fee Returned
More than 6 months	0%	100%
3-6 months	0%	50%
3 months of less ¹	100%	0%

Cancellations made by either party more than 6 months prior to reserved date will be refunded 100% of rental fees; however, the City will retain 100% of the deposit.

Cancellations made less than 6 months but more than 3 months prior to reserved date will receive 50% of the room rental fees; however, the City will retain 100% of the deposit.

Cancellations made less than 3 months prior to reserved date will receive 100% of the deposit fee and any fees paid for security or insurance; however, the City will retain all of the room rental fees.

INSURANCE

All rentals are required to provide a Certificate of Insurance for liability for a minimum of \$1,000,000.

1. The certificate of insurance must include endorsements naming “City of San Rafael” as additional insured.
2. Rental insurance certificates must be received by the Library and Recreation Department at least 30 days prior to the event.
3. Organizations/Individuals that have insurance through a parent organization may issue one proof of insurance which names “City of San Rafael” as an additional insured for a full year for all the organization’s uses.

The name on the Certificate of Insurance must match the applicant’s name on the rental contract. Insurance is available for purchase through Diversified Risk/HUB International Insurance. Contact the Library and Recreation Department office for procedure and rates.

¹ *If rental fees paid are less than the deposit, the deposit will be withheld, and rental fees will be returned.

CONDITIONS OF USE FOR ALL FACILITIES

1. Care of Facilities/Hours

All groups using a City facility shall be responsible for proper use and care of all property, equipment, and facilities. Department displays will not be taken down to accommodate private receptions or parties.

Events **must** stay within the following facility schedule:

	Facility Opens	Event ends, Amplified sound turned off	Clean-up complete, Renters out of facility
Sunday-Thursday	8:30am	9:00pm	10:00pm
Friday-Saturday	8:30am	10:00pm (9:30pm @ Terra Linda Community Center)	11:00pm (10:30pm @ Terra Linda Community Center)

2. Preparation and Clean-up

Rental rooms/space must be left in the condition in which they were found. Any items brought in during the rental must be removed by the end of the rental time.

Preparation and clean up shall be completed by the renter including removal of decorations and other items brought by the renters. A facility-specific clean-up checklist will be provided.

Decorations must abide by the following regulations:

- a) Cellophane adhesives, nails, screws, staples, etc., in walls, woodwork or windows is prohibited.
- b) All decorations must be fireproof or of fire-retardant materials.
- c) At no time shall exits be covered or obstructed.
- d) No open flame allowed.
- e) Balloons and/or balloon string must be removed and disposed of. Any balloons that become entangled in fans will need to be removed using scissor lift at the expense of the renter.
- f) Birdseed, glitter, rice, confetti, rose petals, etc. are not allowed at the event.

All activity, including set-up and cleanup, must be listed as rental time on the application. Users shall supply additional garbage containers (dumpsters) at the user's own expense at the discretion of Department staff.

3. Renter Properties

Any property or temporary fixtures brought to the facility for any event must be pre-approved by the Department staff. The renting party shall remove such property within a predetermined and agreed upon time after the scheduled event. Any property installed without prior approval will be removed at renting party's expense. **The City of San Rafael is not responsible for lost or stolen items and will not be responsible for any items delivered before or left after an event.**

4. Security

Security will be required at all events in which any one of the following is present: admission, alcohol is served or sold, amplified sound, high-risk activities, or parties/special events that take place during non-business hours. Exceptions can be made if the department Director, in consultation with the City Attorney, determines in writing that the event and the activities taking place at the event pose no credible risk to the health and safety of participants or the facility. Should security be required, authorized security services of the City's choice will be retained at the renter's expense.

At the discretion of Department staff and/or Department Director, additional security, facility attendants, bonds or insurance may be required at the renter's expense.

5. Use of Alcohol

Renters must comply with all the rules and regulations of the State Department of Alcoholic Beverage Control. City of San Rafael Alcohol Management Policy must be read, signed, and adhered to by renter.

If alcoholic beverages are to be sold, and the sale of alcohol is approved by staff, the City requires the user to obtain a permit from the State Alcoholic Beverage Control Department. A permit is only required if the user is planning on selling alcohol. A copy of the permit shall be submitted to the Library and Recreation Department 30 days prior to the event.

Events involving exchange of any type of monetary consideration (example: purchase of meal ticket with alcohol being served as part of that meal) requires the renter to obtain an ABC permit. State law prohibits the serving of alcoholic beverages to minors or to anyone who is or appears to be under the influence of alcohol. Alcohol must be served by an adult, over 21, from a bar or staffed beverage table.

Renter is responsible for any of their guests who bring alcohol into the facility without obtaining the proper insurance and security requirements. Events may immediately be cancelled if alcohol is consumed without meeting these requirements

6. Exits

All exit doors must always be kept clear. At no time can exits be covered or obstructed by tables, chairs, or equipment. Fire code requires 3 ft. clearance to be maintained around all exit's doors throughout the time of the event. The city reserves the right to cancel or stop an event that does not meet exit door clearance requirements.

7. Service of Food or Beverages

In all facilities, no food items shall be sold to the public, unless approved in advance by Department staff. County permits are not required for the sale of food at a single day event. Events for longer than one day, which include serving or selling food, are required to obtain a "Temporary Food Facility Permit" from the Marin County Environmental Health Department. In all cases where food is available, renters shall be advised to contact the Environmental Health Department regarding safe food handling.

8. Catering and Kitchen Use

Renters may provide their own food and beverages, or they may utilize professional caterers for their event. Renters are responsible for arranging their own catering, linens, dishes, and catering supplies. Any equipment or decorations brought on site must be delivered and picked up within your reserved time.

All vendors and caterers must have a current City of San Rafael business license.

Renter is responsible for the condition of the kitchen and for the caterer in charge of the event. Failure to comply with kitchen regulations will result in a deduction or forfeiture of the deposit. Kitchen must be returned to the same condition in which it was found at beginning of event. Barbecuing requires pre-approval and is restricted to certain areas outside the facility.

9. Parking

Parking availability is not guaranteed and may be limited. Parking spaces may not be reserved. Valet parking must be pre-approved by Department staff prior to event

10. Amplified Sound

Renters must bring their own equipment and extension cords. Doors to the room where amplified sound is being played should remain closed throughout the event. Amplified sound should not be audible to facility users in other closed-door rooms within the center and should not disrupt the neighbors. Amplified sound must be turned off based on the facility schedule included in the

“Care of Facilities/Hours” section. Please refer to the facility’s noise policy for additional specifications.

11. Smoking and Chemical Sensitivity

Smoking is not permitted in any City building or park. Renter is responsible for adhering to and enforcing the non-smoking ordinance.

To allow individuals with environmental illness or multiple chemical sensitivity to attend functions at the community centers, individuals are requested to refrain from wearing scented products.

12. Photography

Library and Recreation Department staff reserve the right to photograph events for promotional purposes.

13. Publicity

The City of San Rafael reserves the right to review and approve materials used to publicize events to be held in a city facility. City staff may not/will not give out information on private rentals. The community centers are not to be listed as a contact for your event.

14. Youth Dances

School-aged open dances are prohibited.

DRAFT



SAN RAFAEL

THE CITY WITH A MISSION

ONGOING FACILITY RENTAL ALLOCATION PROCESS

Overview

The Library and Recreation Department of the City of San Rafael (City) is dedicated to enriching the community through discovery, learning and play. The City pursues this goal through recreational classes and programs; library events; child care programs and enrichment classes; art exhibits and special events; aquatics; and facility, field and park rentals.

The City owns and manages four recreational facilities: Albert J Boro Community Center, Falkirk Cultural Center, San Rafael Community Center and Terra Linda Community Center. These facilities are available for community members to rent for celebrations, events, programs, and meetings. The City provides space in these facilities for both short-term and ongoing rentals.

This document sets forth the procedure for the City to allocate ongoing rental space within the recreational facilities under its ownership. The ongoing rental allocation process is reviewed and approved by the Park and Recreation Commission and the City Council. For ongoing rentals, the City accepts applications on an annual basis. The Ongoing Rental Allocation Process is set out in this document.

General

It is necessary to formulate this procedure for the following reasons:

1. User groups need a procedure to secure ongoing rental space for planning programs, events, meetings, etc.
2. The City wants to provide a fair and transparent process for allocating space.
3. Due to changes in programs and maintenance needs, the City must have flexibility in allocating ongoing rentals and the ability to change space availability on an annual basis.

Definitions

City: For the purposes of this document, the City of San Rafael Library and Recreation Department will be referred to as the "City."

Commercial: Commercial refers to entities that conduct business making or intending to make a profit.

Non-Profit: Non-Profit(s) refers to organizations with a valid 501(c)(3) tax exempt status.

Non-Resident: Non-Resident(s) are individuals or organizations that live or are based outside of the City of San Rafael.

Ongoing Rental: An Ongoing Rental is any rental that occurs in the same facility **more** than 12 times in a calendar year EXCEPT athletic leagues and teams renting facilities for a designated season. Any other rental will be considered a short-term rental.

Residents: Resident(s) are individuals or organizations that live or are based within the City of San Rafael.

Application Process

Each applicant is required to submit an Ongoing Rental Application on an annual basis. The deadline for submissions will be November 1 through December 15 for the year after the following calendar year. For example, applications accepted from November 1 through December 15, 2020 will be for the 2022 calendar year. Any applicant missing these deadlines will be accepted on an “as available” basis only.

Each applicant must provide information on the type of program that will be held in the facility; the number of people served by the program, including the percentage of beneficiaries that are San Rafael residents; their experience implementing similar programs; and proof of 501(c)(3) tax exempt status and/or residence within the City of San Rafael, if relevant.

City Staff will review and evaluate all applications based on the prioritization criteria outlined in this document. While staff will make an effort to accommodate all requests, applicants are not guaranteed space and the City retains the right to change rental allocations. After reviewing all applications, staff will inform applicants of the status of their submission and will work with approved applicants to finalize a Facility Use Agreement.

Application Process Timeline:

November 1	The City opens the application period for ongoing rentals for the following year.
December 15	All ongoing rental applications must be received by the City.
January 15	The City informs all applicants of the status of their application (recommended or not recommended for space allocation).
March 15	All facility use agreements are finalized and agreed upon by the City and the renter.
January 1	The one-year term of the ongoing rental facility use agreement begins.

Group Classifications and Prioritization

Priority for facility usage is given to City-sponsored programs and activities. After that, the City prioritizes applications in the following order:

1. Resident Non-Profits; for example, a San Rafael Scout Troop or the San Rafael Chamber of Commerce
2. Private Residents; for example, an informal San Rafael Maj Jong Club
3. Non-Resident Non-Profits; for example, a Mill Valley-based Rotary Club or a Novato-based Women’s Club
4. Commercial; only commercial groups providing recreational and/or social support programming will be considered eligible

Within those classifications, groups will receive higher priority if they are using the ongoing rental to provide the following:

1. Recreational and/or social support programs and events OR meetings that support recreational/social support organizations
2. Programs, events or activities that are free to participants and/or do not generate revenue
3. Higher number of residents served

Higher priority will also be given to groups with a demonstrated track record of implementing the proposed programs.

FACILITY INFORMATION AND CAPACITY

Albert J Boro Community Center, 50 Canal Street
 Office Hours: Monday-Friday, 9:30am-6:00pm
 Phone: (415) 485-3077

Room	Capacity (Assembly/Dining)
Gymnasium	530 Assembly (approved sports only)
Multi-Purpose Room	455 / 200
Kitchen	Not available as stand-alone rental
Meeting Room	25
Art Room	46 / 30
Teen Lounge	26 / 18

Falkirk Cultural Center, 1408 Mission Avenue
 Office Hours: Tuesday-Friday, 1:00pm-5:00pm; Saturday 10:00am-1:00pm
 Phone: (415) 485-3328

Rentals are for the full facility only, including the parlor, dining room, solarium, kitchen, two restrooms and outdoor veranda.

San Rafael Community Center, 618 B Street
 Office Hours: Monday-Friday, 8:30am-4:00pm
 Phone: (415) 485-3333

Room	Capacity (Assembly/Dining)
Auditorium	400/300
Kitchen	Not available as stand-alone rental
Clubrooms 2-4	40/25
Clubroom 5	40/25
Patio	

Terra Linda Community Center, 670 Del Ganado Road
 Office Hours: Monday-Friday, 8:30am-5:00pm
 Phone: (415) 485-3344

Room	Capacity (Assembly/Dining)
Kitchen	Not available as stand-alone rental
Clubrooms 1-3	40/30

GENERAL AGREEMENT INFORMATION

Facility Restrictions

- Albert J Boro Community Center: The Multipurpose Room is unavailable for ongoing rentals after 1:00 pm on Saturdays.
- Falkirk Cultural Center: Ongoing rentals available Monday through Thursday only.
- San Rafael Community Center: Ongoing rentals available Sunday through Thursday only.
- Terra Linda Community Center: Ongoing rentals available Sunday through Thursday only.

All Facilities are closed on the following holidays and will not be available for ongoing rentals:

New Year's Day
Martin Luther King, Jr. Birthday
President's Day
Cesar Chavez Birthday
Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving Day and day after Thanksgiving
Christmas Eve through New Year's Eve

Rental Fees

All rental fees will be calculated based off the Recreation Facilities Reservation Fee schedule. Fees will be due on the first of every month.

A deposit is required for all ongoing rentals. The deposit must be paid in full at the time of that the facility use agreement is signed and is separate from rental fees. It will not be applied toward the rental balance. The deposit will be returned 30 days after the termination of the facility use agreement; however the deposit refund will be reduced to cover any extra costs due to cleaning, damage to facility or grounds, overtime hours, additional equipment used during event, if event exceeds estimated capacity, or is in violation of any facility rules or policies, and if there are any unpaid charges due to cancellations or changes to the rental schedule (see Cancellations and Changes section).

Additional charges may be required if damage or fees exceeds deposit amount.

Cancellations or Changes

Cancellations or changes by the renter to the agreed upon schedule must be made at least thirty (30) days in advance. Cancellations made with less than thirty (30) days advanced notice will not be eligible for a refund of the rental fees. Changes made with less than thirty (30) days advanced notice will be required to pay fees for both the original and the new rental times. Changes will be subject to facility availability.

If the City cancels an activity, all fees will be returned.

Insurance

Renters must maintain a general liability insurance policy in the minimum amount of \$1,000,000 per occurrence/\$2,000,000 aggregate. The policy must be endorsed to include the City, its officers, agents, employees, and volunteers, as additional insureds and the additional insured coverage must be "primary and noncontributory" with respect to any insurance or coverage maintained by the City.

If renter's have employees, they must maintain Workers' Compensation Insurance for all employees, in strict compliance with State laws, and to protect the City from any and all claims thereunder. The Workers' Compensation must be specifically endorsed to waive any right of subrogation against the City.

APPLICATION FORM (LEFT BLANK INTENTIONALLY)

DRAFT

SAMPLE ONGOING FACILITY USE AGREEMENT

**AGREEMENT FOR THE USE OF _____ COMMUNITY CENTER
FOR ONGOING RENTAL**

THIS AGREEMENT (the “**AGREEMENT**”) is made and entered into this ____ day of _____ 20__ by and between the **CITY OF SAN RAFAEL** (hereinafter “**CITY**”) and _____, (hereinafter “**RENTER**”).

WHEREAS, CITY owns and operates _____ Community Center (further described in section 3.A. below and hereinafter referred to as the “**FACILITIES**”); and

WHEREAS, RENTER has requested use of the **FACILITIES** through a successful application as a part of the **CITY**’s ongoing rental allocation process, which process was approved by the Park and Recreation Commission on _____, 2020 and by City Council on _____, 2020; and

WHEREAS, the CITY has determined that facility space is available for **RENTER**’s use, per the terms and schedule outlined in this agreement; and

NOW, THEREFORE, the parties hereto agree as follows

1. Purpose. The purpose of this **AGREEMENT** is to define the scope of the use of _____ Community Center and specific facilities therein by **RENTER**, the operations conducted by **RENTER** and the responsibilities of **CITY**, to set forth the compensation to be paid to **CITY** for such use, and to enumerate other related provisions that will contribute to the mutual benefit of the parties to this **AGREEMENT**.

2. Term. This **AGREEMENT** shall become effective on January 1, 20__ and shall extend for a one-year term, through December 31, 20__. Either party may terminate this **AGREEMENT** as provided for in Section 10.

3. Scope of Use. **CITY** and **RENTER** agree that the use of the **FACILITIES** by **RENTER** and the responsibilities of the **CITY** and **RENTER** shall be as described herein. Changes in services and responsibilities must be negotiated and mutually agreed upon in writing by both parties.

A. Site.

(1) The **FACILITIES** are located at _____, San Rafael and include _____.

B. Operations

(1) **RENTER** shall be responsible for all aspects of operations of its activity/events/organization. [Additional requirements may be required depending upon the activity and its level of risk. For example, if renters are providing recreational programming involving minors, they would be required to submit verification of background screening for all employees, assistants, subcontractors, volunteers, etc. with supervision authority over children under the age of 18, an example of which is included in Exhibit C.]

If **RENTER** is offering recreational programs or classes, **RENTER** is required to have all participants sign a hold harmless waiver in favor of the **CITY**.

(2) **CITY** and **RENTER** mutually agree on the facility use schedule outlined in Exhibit A attached hereto and incorporated herein. Any requests to change the agreed upon schedule by **RENTER** must be made in writing at least thirty (30) days prior to the date of the requested change and will be granted at the discretion of the **CITY**. Requests for cancellations or changes made with less than thirty (30) days advanced notice shall not be eligible for a refund of rental fees. Changes will be subject to facility availability.

CITY may cancel or change the facility use schedule at any time with ten (10) days' notice to **RENTER**. In the event that **CITY** cancels or changes the schedule, **RENTER** will receive a full refund for the affected dates.

(3) **CITY** shall provide **RENTER** with adequate access to the **FACILITIES**.

(4) **RENTER** shall be responsible for abiding by all rental policies and procedures set out in Exhibit B attached hereto and incorporated herein.

(5) **RENTER** acknowledges that the facility may be rendered unusable or otherwise unavailable due to declared states of emergency and/or circumstances beyond the **CITY'S** control, including but not limited to flooding, fire, natural disaster, power outages, public health emergencies, criminal acts or acts of war or terrorism. In the event that the facility should become unavailable due to any such circumstances, the **CITY** will refund any fees received from renter and such refund will constitute the limit of **CITY'S** liability to renter in connection with the unavailability of **FACILITIES**. **CITY** shall not be liable to **RENTER** for any actual or **RENTER'S** consequential damages, including but not limited to other costs incurred in connection with **RENTER'S** event, lost profits and lost opportunity.

C. Maintenance of Facilities.

(1) **CITY** shall deliver in good condition, within its commercially reasonable capacity to do so, fit for intended use, the **FACILITIES** and all furnishings, buildings, and equipment; and shall provide all regular and routine maintenance of the **FACILITIES** related to the operation of the building.

(2) **CITY** shall provide all utility, water, electrical, gas, and garbage disposal services to the **FACILITIES**, at its sole expense.

(3) **RENTER** shall notify **CITY** of dangerous, hazardous, or unsafe conditions immediately upon discovery and shall prevent public exposure to such.

(4) **CITY** shall provide all soaps and restroom paper products, and stock the same for the permanent restrooms located at the **FACILITIES**.

D. Equipment.

(1) **CITY** shall provide and maintain fixed equipment and furnishings, including but not limited to tables and chairs. **RENTER** shall replace or reimburse **CITY** for damaged or lost equipment supplied by **CITY**, normal wear and tear excepted.

(2) Except as appropriate for **CITY** owned equipment or furnishings, **RENTER** shall not store any equipment or furnishings at **FACILITIES** and shall be responsible for removing all equipment each day.

E. Fees.

(1) **RENTER** shall pay **CITY** in accordance with the City of San Rafael Master Fee Schedule, for the use of **FACILITIES**, including an annual security deposit. The deposit must be paid in full at the time the facility use agreement is signed and is separate from rental fees. It will not be applied toward the rental balance. The deposit will be returned 30 days after the termination of the facility use agreement, except that such refund will be reduced to cover any extra costs incurred by **CITY** due to cleaning, damage to facility or grounds, overtime hours, or additional equipment used during event. The refund may also be reduced if an event exceeds estimated capacity or is in violation of any facility rules or policies.

Additional charges may be required if damage exceeds deposit amount. If **CITY** revises the Master Fee Schedule during the term of the **AGREEMENT**, the rate within this **AGREEMENT** shall remain the same over the Term of the **AGREEMENT**.

(2) Payment of Fees shall be due on the first of the month. Once payment is made, no fees will be refunded unless the schedule is changed at the request of the **CITY**.

4. Indemnification and Hold Harmless.

Parties agree to the following:

A. **CITY** agrees to protect, defend, indemnify, and hold harmless **RENTER**, its officers, elected officials, agents, and employees, from any and all claims, damages, demands, losses, liens, liabilities, penalties, fines, lawsuits, and other proceedings and all judgments, awards, costs and expenses (including reasonable attorneys' fees and disbursements) due to the willful misconduct or sole active negligence of **CITY** arising in connection with this Agreement.

B. Except as provided in Paragraph A of this Section, **RENTER** agrees to defend, indemnify, release, and hold harmless **CITY**, its officers, elected officials, agents, and employees (collectively, for purposes of these indemnification provisions, the "**CITY**"), from any and all claims, damages, demands, losses, liens, liabilities, penalties, fines, lawsuits, and other proceedings and all judgments, awards, costs and expenses (including reasonable attorneys' fees and disbursements), related to damage to property, and/or injury or death to any person occurring in, on or about the **FACILITIES** during or in connection with **RENTER** use of the **FACILITIES** pursuant to this **AGREEMENT**, or related to **RENTER'S** failure to perform any provision of this **AGREEMENT**.

In addition, **RENTER** agrees to defend, indemnify, release, and hold harmless the **CITY** from any and all claims, actions or proceedings brought against it, the purpose of which is to attack, set aside,

void or annul the **CITY's** approval of this **AGREEMENT**. This indemnification shall include, but not be limited to, damages, costs, expenses, attorney fees or expert witness fees that may be asserted or incurred by any person or entity, including **RENTER**, arising out of or in connection with the **CITY's** approval of this **AGREEMENT**. In the event **RENTER** is required to defend the **CITY** in connection with any said claim, action or proceeding, the **CITY** shall retain the right to approve any and all settlements, which approval shall not be unreasonably withheld. Nothing herein shall prohibit the **CITY** from participating in the defense of any claim, action or proceeding, provided that if the **CITY** chooses to have counsel of its own to defend any claim, action or proceeding where **RENTER** already has retained counsel to defend the **CITY** in such matters, the fees and the expenses of the counsel selected by the **CITY** shall be paid by the **CITY**.

C. The provisions of this Section shall survive the termination or expiration of this **AGREEMENT**.

D. Nothing contained in this section or this **AGREEMENT** shall be construed to create a liability to or a right of indemnification in any third party.

5. Insurance.

A. **RENTER**, at its sole cost and expense, shall obtain and maintain, during the life of this agreement such public liability insurance in the amount of \$1,000,000 per occurrence, \$2,000,000 aggregate satisfactory in form to **CITY**, and with the **CITY**, its officers, employees, agents and volunteers added as additional named insureds, as shall protect **RENTER** and **CITY**, its officers, employees, agents, and volunteers from claims for damages or personal injury, including accidental death as well as for claims for property damage which may arise from or out of this **AGREEMENT**, or **RENTER'S** use of the **FACILITIES**.

B. Each such policy of insurance described in Section 5. A. shall be endorsed to provide as follows:

(1) The additional insured coverage under **RENTER'S** insurance policies shall be "primary and noncontributory" with respect to any insurance or coverage maintained by **CITY** and shall not call upon **CITY'S** insurance or self-insurance coverage for any contribution.

(2) The coverages afforded shall apply as if separate policies were issued to each party and additional insured (gross liability).

(3) All rights of subrogation are waived against **CITY** and the members of its City Council and elective or appointive officers or employees, when acting within the scope of their employment or appointment.

(4) This insurance shall not be canceled; limited or non-renewed until after (30) day's written notice has been provided to the **CITY**.

C. **RENTER**, at its sole cost and expense, shall obtain and maintain, during the life of this agreement Workers' Compensation Insurance for all of **RENTER's** employees, all in strict compliance with State laws, and to protect the City from any and all claims thereunder. The Workers' Compensation shall be specifically endorsed to waive any right of subrogation against the City.

If **RENTER** has no employees, **RENTER** must initial here: _____ and this requirement to provide workers compensation insurance is waived.

D. A duly executed Certificate of Insurance, evidencing all of the coverages required herein, and all required endorsements, shall be submitted to the City Attorney for approval prior to commencement of use of the **FACILITIES**.

6. Third Party Action Notification. In the event any action or suit is filed, or claim made against a party related in any way to the services performed or use of the **FACILITIES** pursuant to this **AGREEMENT**, that party shall provide prompt notice of the same to the other party.

7. Severability.

A. If a court of competent jurisdiction holds any part, term or provision of this **AGREEMENT** to be illegal or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations pursuant to this **AGREEMENT** shall be construed and enforced as if the **AGREEMENT** did not contain the particular provision held to be invalid.

B. If any provision of this **AGREEMENT** is in direct conflict with any statutory provision of the State of California, that provision shall be deemed inoperative and null and void insofar as it may conflict and shall be deemed modified to conform to such statutory provision.

8. Non-Waiver. A waiver by either party of the breach of any provision of this **AGREEMENT** by the other party shall not operate or be construed as a waiver of any subsequent breach by either party or prevent either party thereafter enforcing any such provision.

9. Assignability and Subleases: No Third-Party Beneficiaries.

A. **RENTER** shall not assign or transfer any interest in this **AGREEMENT**, nor its duties and obligations under this **AGREEMENT**, without the prior written consent of **CITY**, said consent not to be unreasonably withheld or delayed, and any attempt by **RENTER** to so assign this **AGREEMENT**, or any rights, duties, or obligations arising hereunder, shall be void and of no effect.

B. **RENTER** shall not sublet any or all of the Facilities without the prior written consent of Lessor, which may be withheld by Lessor in its sole discretion and any such purported subletting shall be void.

C. Neither party shall assign or transfer its rights to enforce any part of this **AGREEMENT**. The obligation of the **CITY** and the obligations of **RENTER** stated in this **AGREEMENT** are not intended to, and do not, create any rights to any other person or entity which such person or entity would not otherwise have in the absence of this **AGREEMENT**.

10. Termination.

A. CITY Termination. **CITY** may terminate this **AGREEMENT**, without Cause, prior to the end of the term hereof, upon sixty (60) days' advanced written notice to **RENTER**. **CITY** may

terminate this **AGREEMENT** with Cause upon thirty (30) days' advanced written notice. Cause shall be defined as default on any of the following terms:

- (1) Upon written notice from **CITY**, if **RENTER** is in arrears on payments and does not cure within 10 days.
- (2) Upon written notice from **CITY**, if **RENTER** fails to correct, within 10 days of written notice, any failure to conduct its permitted activities in compliance with this **AGREEMENT**.
- (3) Upon written notice from **CITY**, if **RENTER** fails to maintain, within 10 days of written notice, insurance as required by this **AGREEMENT**.
- (4) Upon written notice from **CITY**, if **RENTER** fails to correct, within 10 days of written notice, **RENTER's** breach of any other material term of this **AGREEMENT**.

B. RENTER Termination. **RENTER** may terminate this **AGREEMENT** without Cause upon sixty (60) days' advance written notice to **CITY**. In this event, Fees that have already been paid shall be retained by the **CITY**. **RENTER** may also terminate this **AGREEMENT** at any time for Cause, which shall be defined as **CITY's** failure to correct, within 10 days of written notice, **CITY's** breach of any material term of this **AGREEMENT**.

11. Notices. Unless stated otherwise herein, all notices and demands shall be in writing and sent to the parties to their addresses below, or to such other addresses as the parties may hereafter designate in writing:

TO CITY:
Library & Recreation Director
San Rafael Library and Recreation
618 B Street
San Rafael, CA 94901

TO RENTER:

NAME
ADDRESS

Notices and/or demands shall be sent by registered or certified mail, postage prepaid, or hand delivered. Such notices shall be deemed effective when so mailed or hand delivered to the addresses specified above.

12. Survival. Any provision of this **AGREEMENT** that imposes an obligation after termination or expiration of this **AGREEMENT** shall survive the term of expiration of this **AGREEMENT** and shall be binding on the parties to this **AGREEMENT**.

13. Governing Law. This **AGREEMENT** shall be governed by and construed in accordance with the laws, rules and regulations of the State of California.

14. Compliance with Law. All parties to this **AGREEMENT** shall comply with all applicable federal, state and local laws, rules and regulations in carrying out the terms and conditions of this **AGREEMENT**.

15. **Nondiscrimination.** RENTER shall not discriminate, in any way, against any person on the basis of age, sex, race, color, religion, ancestry, national origin or disability in connection with or related to RENTER'S use of the FACILITIES or duties and obligations under this Agreement.

16. **Neutral Authorship.** Each of the provisions of this AGREEMENT has been reviewed and negotiated and represents the combined work product of all parties hereto. No presumption or other rules of construction which would interpret the provisions of this AGREEMENT in favor of or against the party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this AGREEMENT.

17. **Filing.** A copy of this AGREEMENT shall be filed with the City Clerk's office.

18. **No Employment Relationship.** CITY and RENTER understand and expressly agree that in connection with this AGREEMENT, each party bears full responsibility for controlling the manner and means by which its respective employees, agents, and volunteers perform work, and for providing all compensation and other employment benefits including payroll taxes and worker's compensation coverage to its respective employees. RENTER employees are not CITY employees and CITY employees are not RENTER employees, and employees of either party shall have no right to, and shall make no claim for, any type of employment benefits or compensation from the other party.

19. **Entire Agreement—Amendments.** The terms and conditions of this AGREEMENT represent the entire AGREEMENT of the parties with respect to the subject matter of this AGREEMENT and supersede any and all prior negotiations, discussions, understandings, and agreements between the parties as to the subject matter hereof. The terms and conditions of this AGREEMENT shall not be altered or modified except by a written amendment to this Agreement signed by CITY and RENTER. The City Manager, or his/her designee, is authorized to alter or modify the terms and conditions on behalf of CITY as necessary. The Managing Member of RENTER or his/her designee is authorized to alter or modify the terms and conditions on behalf of RENTER as necessary.

20. **Counterparts and Electronic Signature.** This Agreement may be executed by electronic signature and in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one document. Counterpart signature pages may be delivered by telecopier, email or other means of electronic transmission.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT as of the day, month and year first above written.

CITY OF SAN RAFAEL

RENTER NAME

JIM SCHUTZ, City Manager

By: _____

Person's Name, Title

[If RENTER is a corporation, add signature of second corporate officer]

By: _____

Person's Name, Title

ATTEST:

APPROVED AS TO FORM:

LINDSAY LARA, City Clerk

ROBERT F. EPSTEIN, City Attorney

Attachments:

- Exhibit A: Schedule of Use
- Exhibit B: Conditions of Use

DRAFT

EXHIBIT A: SCHEDULE OF USE

DRAFT

EXHIBIT B: CONDITIONS OF USE

Care of Facilities/Hours

All groups using a City facility shall be responsible for proper use and care of all property, equipment and facilities. Rental rooms/space must be left in the condition in which they were found. Any items brought in during the rental must be removed by the end of each rental occurrence.

Preparation and clean up shall be completed by the renter including removal of decorations and other items brought by the renters. A facility-specific clean-up checklist will be provided. Decorations must abide by the following regulations:

- a) Cellophane adhesives, nails, screws, staples, etc., in walls, woodwork or windows is prohibited.
- b) All decorations must be fireproof or of fire-retardant materials.
- c) At no time shall exits be covered or obstructed.
- d) No open flame allowed.
- e) Balloons and/or balloon string must be removed and disposed of. Any balloons that become entangled in fans will need to be removed using scissor lift at the expense of the renter.
- f) Birdseed, glitter, rice, confetti, rose petals, etc. are not allowed at the event.

All activity, including set-up and cleanup, must be listed as rental time on the agreement. Rentals **must** stay within the following facility schedule:

	Facility Opens	Event ends, Amplified sound turned off	Clean-up complete, Renters out of facility
Sunday-Thursday	8:30am	9:00pm	10:00pm
Friday-Saturday	8:30am	10:00pm (9:30pm @ Terra Linda Community Center)	11:00pm (10:30pm @ Terra Linda Community Center)

Renter Properties

Any property or temporary fixtures brought to the facility for any event must be pre-approved by the Facilities Supervisor. The renting party shall remove such property within a predetermined and agreed upon time after the scheduled event. Any property installed without prior approval will be removed at renting party's expense. The City of San Rafael is not responsible for lost or stolen items and will not be responsible for any items delivered before or left after an event. Nothing may be stored on-site without prior approval of Facility Supervisor.

Security

The City does not generally require security for ongoing rentals, however exceptions can be made if the Director finds in writing a credible risk to the health and safety of participants and other facility users.

Alcohol

Renters must comply with all the rules and regulations of the State Department of Alcoholic Beverage Control. City of San Rafael Alcohol Management Policy must be read, signed and adhered to by renter.

If alcoholic beverages are to be sold, and the sale of alcohol is approved by staff, the City requires the user to obtain a permit from the State Alcoholic Beverage Control Department. A permit is only required if the user is planning on selling alcohol. A copy of the permit shall be submitted to the Library and Recreation Department 30 days prior to the event.

Events involving exchange of any type of monetary consideration (example: purchase of meal ticket with alcohol being served as part of that meal) requires the renter to obtain an ABC permit. State law prohibits the serving of alcoholic beverages to minors or to anyone who is or appears to be under the influence of alcohol. Alcohol must be served by an adult, over 21, from a bar or staffed beverage table.

Renter is responsible for any of their guests who bring alcohol into the facility without obtaining the proper insurance and security requirements. The City reserves the right to cancel or stop an event if alcohol is consumed without meeting these requirements

Exits

All exit doors must always be kept clear. At no time can exits be covered or obstructed by tables, chairs or equipment. Fire code requires 3 ft. clearance to be maintained around all exit's doors throughout the time of the event. The city reserves the right to cancel or stop an event that does not meet exit door clearance requirements.

Service of Food or Beverages

In all facilities, no food items shall be sold to the public, unless approved in advance by the Facilities Supervisor. County permits are not required for the sale of food at a single day event. Events for longer than one day, which include serving or selling food, are required to obtain a "Temporary Food Facility Permit" from the Marin County Environmental Health Department. In all cases where food is available, renters shall be advised to contact the Environmental Health Department regarding safe food handling.

Catering and Kitchen Use

Renters may provide their own food and beverages, or they may utilize professional caterers for their event. Renters are responsible for arranging their own catering, linens, dishes and catering supplies. Any equipment or decorations brought on site must be delivered and picked up within your reserved time unless prior arrangements are made with the Facilities Supervisor.

All vendors and caterers must have a current San Rafael business license.

Renter is responsible for the condition of the kitchen and for the caterer in charge of the event. Failure to comply with kitchen regulations will result in a reduction or forfeiture of the deposit. Kitchen must be returned to the same condition in which it was found at beginning of event. Barbecuing requires pre-approval and is restricted to certain areas outside the facility.

Parking

Parking availability is not guaranteed and may be limited. Parking spaces may not be reserved. Valet parking must be pre-approved by Facilities Supervisor prior to event

Amplified Sound

Renters must bring their own equipment and extension cords. Doors to the room where amplified sound is being played should remain closed throughout the event. Amplified sound should not be audible to facility users in other closed-door rooms within the center and should not disrupt the neighbors. Amplified sound must be turned off based on the facility schedule included in the "Care of Facilities/Hours" section. Please refer to the facility's noise policy for additional specifications.

Smoking and Chemical Sensitivity

Smoking is not permitted in any City building or park. Renter is responsible for adhering to and enforcing the non-smoking ordinance.

To allow individuals with environmental illness or multiple chemical sensitivity to attend functions at the community centers, individuals are requested to refrain from wearing scented products.

Photography

Library and Recreation Department staff reserve the right to photograph events for promotional purposes.

Publicity

The City of San Rafael reserves the right to review and approve materials used to publicize events to be held in a city facility. City staff may not/will not give out information on private rentals. The community centers are not to be listed as a contact for your rental.

Exhibit C
CERTIFICATION OF BACKGROUND CHECKS

Instructor/Contractor acknowledges that pursuant to California Public Resources Code §5164 that no employee or volunteer of Instructor may be employed or hold a position having supervisory or disciplinary authority over any person under the age of eighteen (18) if that employee, sub-contractor or volunteer has been convicted of any of various specified offenses¹.

Instructor/Contractor certifies that Instructor/Contractor has asked each person to verify, and has had fingerprints of the persons listed below taken and submitted to the California Department of Justice for verification, that such person has not been convicted of the disqualifying offenses, and that Instructor/Contractor will be notified of any future disqualifying offenses:

Name of Employee, Sub-Contractor or Volunteer	Position	Date of Background Check

Instructor/Contractor further acknowledges that by this Certification of Background Checks, the City of San Rafael will not independently verify the information provided by Instructor; so therefore the Instructor shall indemnify, defend and hold harmless the City, its elected and appointed officials, and its employees from and against any and all claims, loss, liability, costs, including reasonable attorney’s fees, and damages resulting from injury or death to any person arising out of or in connection with the misrepresentation of any information provided herein.

Instructor/Contractor

Full Name, Title

Signature

Date

Company Name (if applicable)

¹ Violations or attempted violations of §§ 220, 261.5, 262, 273a, 273d, or 273.5 of the California Penal Code, or any sex offense listed in § 290 of the Penal Code, except for the offense specified in subdivision (d) of § 243.4 of the Penal Code, within ten (10) years of the date of such person seeking to be employed or serve as a volunteer of Instructor.

RENTAL APPLICATION REQUIREMENTS

ATTACHMENT 3

Reservations will be accepted on a first come first serve basis, accompanied with deposit.

To secure a date the following are required:

1. A thoroughly completed contract application must be submitted, accompanied by the appropriate reservation deposit (see Facility Reservation Rate sheet).
 2. The facility booking is confirmed only after Community Services Department approval. Upon approval you will receive a contract signed by a Department representative.
1. **Deposit**
 - a) See Facility Rate sheet for applicable reservation deposit amount.
 - b) The deposit is separate from rental fees and will not be applied toward rental balance.
 - c) The deposit is fully refundable except:
 1. **The deposit will be retained if the applicant cancels contract at any time.**
 2. The deposit refund will be reduced to cover any extra costs due to cleaning, damage to facility or grounds, overtime hours and additional equipment used during event. Additional charges may be required if damage exceeds deposit amount.
 2. **Insurance Requirements**
 - a) All rentals are required to provide a Certificate of Insurance for liability for a minimum of \$1,000,000.
 - b) Certificate must include endorsements naming "City of San Rafael" as additional insured.
 - c) Rental insurance certificates must be received by the Community Services Department 45 days prior to the event
 - d) Organizations/Individuals that have insurance through a parent organization may issue one proof of insurance which names "City of San Rafael" as an additional insured for a full year for all the organization's uses
 - e) Insurance is available for purchase through Diversified Risk/HUB International Insurance. Contact the Community Services Department office for procedure and rates.
 3. **Alcoholic Beverages**
 - a) Applicants must comply with all the rules and regulations of the State Department of Alcoholic Beverage Control. Upon request, the Community Services Department will provide a letter to Alcoholic Beverage Control confirming facility use authorized by the City of San Rafael.
 - b) If alcohol will be sold at the event (applicable to non-profit agencies only), applicant must provide to the City a copy of the Alcoholic Beverage Control license 45 days prior to the event.
 - c) City of San Rafael Alcohol Management Policy must be read, signed and adhered to by applicant.
 4. **Rental Fee**
 - a) Refer to Facility Reservation Rate sheet for fees.
 - b) Rental fee balance is due 45 days prior to the event.
 - c) All checks should be made payable to "City of San Rafael".
 - d) If cancellation occurs within 45 days of the event, all monies will be retained.
 - e) **Rentals that exceed stated hours will be charged at a rate of double the stated hourly rate.**
 5. **Security**
 - a) All major events will have application forwarded to San Rafael Police Department. Police Department will determine if security will be required for the event. Should security be required San Rafael Police officers and/or authorized security service must be retained at a cost to the applicant. Please contact Community Services Department for rates.

RULES AND REGULATIONS

1. Music MUST stop one (1) hour before your scheduled end-time.
2. Hours stated on application MUST include set-up and clean-up which are the responsibilities of the applicant. All events, activities and clean-up must conclude by 1:00AM—San Rafael Community Center, 11:00pm—Terra Linda Community Center, 12:00AM (mid-night)—Pickleweed Park Community Center (events at the Pickleweed Park Community Center must end at 11:00pm on Friday and Saturday evenings, and by 10:00pm Sunday-Wednesday evenings, with event take-down/cleaning allowed until 12:00AM)
3. Weekend rentals, including weekday rentals after 9PM Monday through Thursday and Fridays after 5:00PM and holidays, require an additional staff attendant charge.
4. Reservations will be accepted 1 year in advance to date of event or less. All fees, insurance forms and confirmed hours of rental must be submitted no later than 45 days prior to the event.
5. Application permits are non-transferable.
6. Applicant must be 21 years of age.
7. At the discretion of the Senior Community Services Supervisor and/or Director, additional security police officers, staff attendants, bonds or insurance may be required at the applicant's expense.
8. The applicant whose signature appears on the rental contract should be present for the full length of the event. If the applicant cannot be present, he/she should designate an individual and write that name on the contract. The designated person MUST check-in with facility attendant on the day of event.
9. All facilities must be returned to the condition previous to the event. A clean-up checklist will be provided.
10. Applicant is responsible for adhering to and enforcing the non-smoking ordinance.
11. Decorations must be removed when the group leaves the building.
 - a) Cellophane adhesives, nails, screws, staples, etc., in walls, woodwork or on windows is prohibited.
 - b) All decorations must be fireproof or of fire retardant materials.
 - c) At no time shall exits be covered or obstructed.
 - d) No candles are allowed.
 - e) Balloons and/or balloon string to be removed and disposed of. Any balloons that become entangled in fans will need to be removed using scissor lift at the expense of the client
13. Birdseed, rice, confetti, rose petals, etc. are not allowed at the event.
14. Reservations may be revoked at any time whenever the use of buildings or facilities may interfere with Department program activities or where there has been a violation of approved regulations.
15. The City reserves the right to make any physical or furniture changes to the building.



**July 16, 2020
Item #4**

TITLE: REVIEW PROPOSED FACILITY RENTAL RESERVATION POLICIES AND PROCEDURES AND ONGOING FACILITY RENTAL ALLOCATION PROCESS

RECOMMENDATION:

That the Commission review the proposed Facility Rental Reservation Policies and Procedures and the Ongoing Facility Rental Allocation Process and recommend that they be brought to the City Council for approval.

BACKGROUND:

The City of San Rafael owns and manages four recreational facilities: Albert J Boro Community Center, Falkirk Cultural Center, San Rafael Community Center and Terra Linda Community Center. These facilities are available for community members and groups to rent for celebrations, events, programs and meetings.

Currently, the City has a set of policies and procedures to manage the rentals of these facilities. The purpose of these policies and procedures are to provide clear guidelines that protect those using the facilities, City staff and the facilities themselves. The policies and procedures were last reviewed and updated in 2013. Originally, the policies and procedures were designed for one-time or short-term rentals. Over time, the City has seen an increased demand for ongoing rentals.

As a result, there is a need to update the current facility rental policies and to create a new process to manage requests fairly and transparently for ongoing rentals. Per the Municipal Code Section 8.10.170, "The [department] director shall formulate rules and regulations for the use and administration of parks and buildings... and shall present such proposed rules and regulations to the appropriate city commissions for review and recommendation to the city council."

DISCUSSION:

The existing policies and procedures governing facility rentals have been in place for longer than the tenure of the current recreation staff. There have been small updates on a facility-by-facility basis, but it has been more than seven years since the policies were reviewed and updated in depth. Given changes in best practices in facility management and evolving facility use needs, staff felt that this was a good opportunity to overhaul the City's rental policies and procedures.

The Department has a number of objectives in developing policies and procedures to govern facility rentals. First, the policies and procedures should ensure the safety of those using the facility as well as minimize the likelihood that the facility will be damaged. The policies and procedures should ensure that renters are following all applicable laws and protect the City and renters from any liability concerns. Finally, the rental policies and procedures should ensure that different groups and individuals have fair and equal access to use of the facilities through a transparent rental process.

Staff have created the attached proposal titled, “Facility Rental Reservation Policies and Procedures.” This document takes the existing policies and best practices from the neighboring agencies to create a more comprehensive set of policies and procedures for managing facility rentals. It sets forth regulations around the reservation process; fee collection; cancellations and refunds; insurance and security requirements; alcohol, noise, and cleaning policies; as well as other conditions for facility use.

The updated Facility Rental Reservation Policies and Procedures is designed for one-time or short-term rental requests. However, the City also has a number of requests for ongoing rentals. These requests include faith-based organizations, AA, community recreation clubs and other groups that meet on a weekly or monthly basis. Staff have recognized the need to create a new process to manage these requests and to ensure a fair, transparent process for allocating space for ongoing rentals.

Staff have outlined a new process to manage these requests in the “Ongoing Facility Rental Allocation Process” document. The process includes an annual submission period where all groups interested in securing space for an ongoing rental submit their application. Staff will then determine space allocations based on the criteria set forth in the policy that prioritize: 1. San Rafael Non-Profits; 2. San Rafael Residents; 3. Non-Resident Non-Profits; and 4. Commercial groups providing recreation or social support programs.

While the process outlined in the “Ongoing Facility Rental Allocation Process” proposal is new, the policies and procedures governing the rentals align with those set forth in the “Facility Rental Reservation Policies and Procedures” proposal. Additionally, staff are working on similar policy updates for rentals of City fields, parks, and picnic areas. Staff plan to bring these policies to the Park and Recreation Commission for their review and feedback in the coming months.

FISCAL IMPACT:

There is no predicted fiscal impact associated with adopting these new rental policies and processes. However, creating a more transparent and proactive process for soliciting ongoing rentals could potentially lead to an increase in this type of facility use and a subsequent increase in revenue.

ALTERNATIVE ACTION:

Any other action as determined by the Commission.

Submitted by:

A handwritten signature in blue ink, appearing to read 'Catherine Quffa', written in a cursive style.

Catherine Quffa
Assistant Library and Recreation Director

Attachments:

1. Draft Facility Rental Reservation Policies and Procedures
2. Draft Ongoing Facility Rental Allocation Process
3. Current Rental Application Requirements (7-23-13)



SAN RAFAEL
THE CITY WITH A MISSION

MEMORANDUM

Date: July 16, 2020
To: Park and Recreation Commission
From: Susan Andrade-Wax, Library & Recreation Director
Subject: Schedule of Upcoming Meetings and Events of Interest

Date	Time	Meeting/Event	Location
July 16	6:00 p.m.	Park and Recreation Commission	San Rafael Community Center, 618 B Street, San Rafael
July 20	7:00 p.m.	City Council	City Council Chamber, 1400 Fifth Avenue, San Rafael
August 3	7:00 p.m.	City Council	City Council Chamber, 1400 Fifth Avenue, San Rafael
August 17	7:00 p.m.	City Council	City Council Chamber, 1400 Fifth Avenue, San Rafael
August 20	6:00 p.m.	Park and Recreation Commission	San Rafael Community Center, 618 B Street, San Rafael
Every Thursday Night beginning June 25th	5:00 – 9:00 p.m.	Dining Under the Lights	Downtown San Rafael, from Lincoln Avenue to the West End Village https://downtownsanrafael.org