

Article 70 Facility Use Policy

Sec. 70.1

Purpose. The purpose of this policy is to provide guidelines for the use of Valley Center Municipal Water District (District) Facilities by outside entities and organizations. It is intended to ensure that the use of the Facilities is granted in a fair and equitable manner for meetings, activities, and events, which are recreational, social, and/or civic in nature, offering services of interest and need to the community. Fees charged for the use of the Facilities are intended to reflect operational costs of each event.

Sec. 70.2

Policy for Use of Facilities. The District has the following Facilities available for use under Terms and Conditions contained in this article.

- A. **Boardroom** – The Boardroom is located at the District's Headquarters located at 29300 Valley Center Road. The available space is primarily used for the District's staff and Board Meetings and could serve as a meeting space for other agencies and outside organizations. The area includes chairs, a gender-neutral restroom, and running sink. Use of the Boardroom shall not be allowed during District business hours (7:00 am to 4:30 pm, Monday - Thursday, and 7:30 am to 4:00 pm on Friday) and any use shall end promptly at 10:00 pm. All articles or equipment used in conjunction with the permitted event as well all trash and debris shall be removed at the conclusion of the event. Boardroom-Maximum Capacity: 98
- B. **Lilac Road Property (Property)** – The Property has 15 acres of usable space, and is located generally at 28305 Lilac Road; Valley Center, CA 92082. The Property consists of a dirt lot and two entry gates located along Lilac Road. All articles or equipment used in conjunction with the permitted event as well all trash and debris shall be removed within 48 hours of the end of the event. Outdoor Capacity: N/A

These Facilities (Boardroom and Property) are available in accordance with the terms of this Facility Use Policy, which is administered by the Valley Center Municipal Water District. From the date of adoption, this policy shall be reviewed by the Board of Directors from time to time and may be revised as needed.

Sec. 70.3 Application Procedures.

- A. An individual or representative of the Applicant may inquire about the availability of the Facilities, date and time as well as rental rates by telephone or in-person at the Facility during regular business hours. An available date will not be held for possible use by only making an inquiry.
- B. Applicant can hold a date for possible use by making an appointment with General Administration staff to submit a written application, to sign the contract, and to pay the required deposit for a specific Facility, date and time.

- C. All Applicants must complete a District Facility Use Agreement and Application (Application) and pay all applicable fees at the time of submitting the application.
- D. The Applicant shall be classified and assigned a Group in accordance with the definition and priority rankings set forth in the section titled Use Group Priority Rating.
- E. Hours of operation are limited to staffing and scheduling availability at the District's discretion. Event set up, room or venue restoration and clean-up shall be the responsibility of the group using Boardroom or the Property. Any labor time or expense incurred by District to restore the Boardroom or the Property shall be deducted from the event deposit.
- F. Observed Holidays – Thanksgiving, day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Memorial Day, Labor Day, Veteran's Day, and Independence Day. No use of the Boardroom shall be scheduled on observed holidays.
- G. Upon approval of an application, the applicant may not transfer, assign, or sublet use of the Facility or apply for use on behalf of another person or organization.
- H. Applications shall be accompanied by required proof of liability insurance consistent with the provisions of this Policy, a refundable cleaning deposit, and fees per the attached fee schedule.

Sec. 70.4

Use Group Priority Rating. An individual or group seeking permission to utilize the Facilities will be classified in one of the following priority groups. These classifications are used to establish 1) priority of use, 2) applicability of a fee, and 3) amount of the fee, if any. The priority Use Groups are as follows:

- A. Group A - District Events: Priority activities conducted and/or sponsored by the District.
- B. Group B - District Partners: Activities sponsored by another trustee public agency or where District has partnered with a community based, non-profit organization.
- C. Group C - Community Activities: Activities where the District has entered into an agreement for one-time annual or intermittent (maximum of three, non-consecutive dates within a single week, month, or calendar year) scheduled event.

The General Manager, or designee, may develop and authorize an annual agreement with Group B qualifying agencies, including Scope of Services, Fees, and other applicable terms.

Sec. 70.5 Insurance Requirements.

A. Commercial General Liability. All users of the Facilities shall procure and maintain, at their own expense and for the duration of the event covered, comprehensive general liability insurance of between one million (\$1,000,000) and five million (\$5,000,000) depending on the nature and related liability exposure of the event, against all claims for injuries against persons or damages to property which may arise from or in connection with the use of the Facility by the user, its agents, representatives or employees in the amount to be determined by the District based upon event exposure classification guidelines provided by the District's liability insurance provider, Association of California Water Agencies Joint Powers Insurance Agency (ACWA-JPIA) to hold the District harmless for any damage or injury resulting from the event or use of District property. Applicant shall also provide automobile, workers compensation, and alcohol coverage as required by this article. **Commercial General Liability Policy is to contain, or be endorsed to contain, the following provisions:**

- a. Additional Insured Status – Shall be described exactly as follows on the insurance documentation or binder: “The Valley Center Municipal Water District, its directors, officers, employees, and authorized volunteers are to be given insured status insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 10 01 and CG 20 37 10 01), as respects: liability arising out of the use of the Facilities, work or activities performed by or on behalf of the Sponsor including materials, parts, or equipment furnished in connection with such work or operations, and automobiles owned, leased, hired or borrowed by the Sponsor. The coverage shall contain no special limitations on the scope of protection afforded to the **Valley Center Municipal Valley Center Municipal Water District, its directors, officers, employees, or authorized volunteers.**” This coverage language shall be included on the binder(s) on Liability Insurance.
- b. Primary Coverage – It is understood and agreed to by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary, and the District's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory using the ISO endorsement (CG 20 01 04 13) or coverage at least as broad.
- c. Reporting Provisions – Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the District, its directors, officers, employees, or authorized volunteers.

- B. Automobile Liability – Insurance Services Office (ISO) Business Auto Coverage (Form CA 0001), covering Symbol 1 (any auto) with limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident limit.
- C. Workers' Compensation Insurance – The Sponsor shall provide workers' compensation as required by the State of California, with Statutory Limits and Employer's Liability Insurance with limit of no less than one million (\$1,000,000.00) per accident for bodily injury or disease. Waiver of Subrogation: The insurer(s) named above agree to waive all rights of subrogation against the Valley Center Municipal Water Valley Center Municipal Water District, its elected or appointed officers, officials, agents, volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the Agency.”
- D. Liquor Liability (if applicable) – Two million dollars (\$2,000,000) per occurrence or the full per occurrence limits of the policies available for bodily injury and property damage. If a form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the event (with the ISO CG 2503, or ISO CG 2504, provided to Valley Center Municipal Water Valley Center Municipal Water District) or the general aggregate limit shall be twice the required occurrence limit.

If alcohol is to be served, insurance coverage shall specifically include coverage for serving alcoholic beverages.

- E. Evidence of Liability Insurance is due to District staff thirty days prior to the event rental date.
- F. “Duration of the Event” at the Property shall include a timeframe including days needed for move on, set up, removal of equipment and clean-up of property covered in the liability insurance policy for the event. Non-District personnel will not be allowed on the property prior to or after the designated period of liability coverage unless the insurance coverage is lengthened to provide additional days.

Sec. 70.6 General Operating Regulations.

- A. Application approval depends upon intended use, availability and the conditions deemed necessary by the General Manager.
- B. Tobacco use of any kind or smoking, including vape, is not permitted inside the Boardroom.
- C. Amplified music and/or sound systems, including public address systems, DJ's, karaoke, bands, will not be permitted without prior written approval.

- D. Advertising materials may be left with the District for approval and may be displayed when deemed appropriate and as space permits. Any items posted, which have not been approved, will be removed and discarded.
- E. Clean-up is the user's responsibility. This includes the wiping of table tops and chairs if applicable, picking up trash from the areas used during the event and disposing of trash into proper receptacles, and removal of all user-owned or leased (non-District owned) items.
- F. Storage is not provided at the Facilities.
- G. The District shall have the right to control and operate the Facilities at all times, including heating and air conditioning systems and common use areas, in a manner deemed best by the District.
- H. No portion of sidewalks, entries, passageways, aisles, windows, ventilators, lighting fixtures or other ways of access to the Boardroom or their utilities shall be obstructed, or cause to be used for any purpose other than ingress or egress.
- I. Rental of the Boardroom allows access to the Boardroom and unisex restroom only, and does not allow for access or use of other areas within the District's headquarters. The renter is responsible for ensuring that guests remain in the area reserved.

Sec. 70.7 Alcoholic Beverage Use and Service.

- A. The use of alcohol in the Facilities is permitted only by exclusively by written permission in advance and must comply with applicable law and provisions of this Policy and in compliance with applicable state law and regulatory requirements, including the prohibition of serving alcohol to minors. Failure to comply with any regulations will result in immediate revocation of the permission to use alcohol and termination of the event. Additional regulations and specifications may be required in the Facilities use permit for any event.
- B. Alcohol consumption will only be allowed at the Property and not in the Boardroom.
- C. If alcohol is to be served, Applicant shall provide California State Department of California Alcohol Beverage Control (ABC) licenses, permits, evidence of compliance with server training requirement, and provision of security if required.

Sec. 70.8

Fees and Deposits. To hold a date, a minimum deposit of 50% of the total fee must be made at the time of the reservation. The remaining balance due must be paid 30 days prior to the reservation date. All fees are payable to the District.

- A. All events for Group C Organizations require a \$250 security deposit that must be paid at the time of reservation.
- B. If the request for Facilities is not approved, all initial deposit(s) will be returned within three (3) weeks of the denial.
- C. All Facility use cancellations must be made by the Applicant at least ten (10) working days in advance of the scheduled event. Failure to do so may result in a 10% loss of the fees paid to reserve the Facility or \$100, whichever is greater.
- D. The user shall be required to pay the full cost of breakage or damage (over and above the deposited funds), regardless of the amount. If damage occurs and it is less than the deposit, the difference shall be refunded.
- E. Refund of deposit, less any direct expenses incurred by the District, will be processed within three (3) to six (6) weeks after event and will be sent in the form of a check to the applicant.

Sec. 70.9

Variance. An applicant may request a variance from one or more of the rules set forth in this policy in writing at the time of the Facility Use Application. The request must set forth the unusual circumstances that justify a deviation from this established policy.

In the event a variance is granted, the applicant will pay any supplemental fee necessary to compensate the District for any additional costs associated with the variance. Denial of a variance may be appealed within ten days to the General Manager/designee. The General Manager/ designee's decision will be final.

Sec. 70.10 Miscellaneous.

- A. The District shall not rent, lease, or allow use of its public Facilities by any person or organization that illegally discriminates on the basis of race, religion, sex (including gender, gender identity, gender expression and pregnancy), national origin, ancestry, disability, medical condition, genetic characteristics or information, marital status, age, sexual orientation, or any other protected classification as protected by law.
- B. Special events or requests not covered in this Policy must be submitted in writing and shall be reviewed by the General Administration Department to determine appropriate use, fees, and services.
- C. In the event of damage, destruction or defacement, the applicant shall be liable for all expenses required to repair, restore, or replace the Facility's furnishing, or equipment to its original condition. Any costs associated with this will be deducted from the deposit(s). If the cost of damage is greater than the deposit, the District will defer to the insurance policy for coverage.

- D. The District reserves the right to suspend use of a Facility if applicant fails to comply with established rules and regulations or if the planned event is not appropriate usage of the Facility. If event is found to be out of compliance, the applicant forfeits the deposit(s).
- E. The District reserves the right to cancel a reservation for any event or activity. In the event of such a cancellation, notice shall be given as far in advance as possible and a full refund will be made. Please note that this Facility has been designated as an emergency Facility, which could result in event cancellation should an emergency occur.
- F. The applicant must check-in with the District's on-site staff at the beginning time of the reservation and must be present for the duration of the event. Applicant must also checkout with on-site staff at the conclusion of the reservation and clean-up. Applicant must serve as, or designate, a point of contact for District staff during the event.
- G. Neither the District nor their officials, employees, and/or volunteers will not be held responsible for loss, damages or theft of equipment or articles owned by the applicant and/or guests.
- H. The District will determine the seasonal timeframes for which the Property may be available for use, avoiding periods when wet and unstable soil conditions are or may be present.
- I. To provide safety in the use and integrity of the Facilities, the District reserves the right to determine if the Facility is, or how it can be made suitable for the intended use. Applicant may be required to remove excess vegetation from the Property at least 10-days prior to the event as determined by the District. Wet soil conditions or standing water on the Property may require measures by the Applicant to rectify soil conditions and/or remove standing water, at the Applicant's expense. Failure to rectify wet soil conditions or remove standing water may result in the District rescinding use of the Property up to 10-days prior to the date of the event.
- J. The District has on-site video surveillance inside the Boardroom and for the surrounding grounds. Applicant should be aware that video surveillance may be used during Applicant's use of the premises.
- K. The District will have priority use of the Facilities for District events.
- L. The General Manager is authorized to interpret and implement the policies and regulations herein as adopted by the Board of Directors.