

Policies and Procedures for the use Of County Community Facilities

Tuolumne County has meeting rooms, community halls, outdoor meeting spaces, and Community Resilience Centers (CRCs) that are available to be reserved for both public and private functions. All facility reservations will be conducted through the County's Recreation Department either in person or on their website at www.tcrecreation.com. To lock in a reservation, users will be required to complete the online facility rental application, pay the full rental fee, and provide the required insurance. These community spaces shall be made available for general public use under the following conditions:

1. Non-profit organizations may use the County meeting rooms, community halls, and outdoor meeting spaces outlined below in Section 2 at no cost (**does not include CRCs**).
 - a. An organization's non-profit status must be on file with the Tuolumne County Recreation Department and current in order to qualify as a non-profit user. Proof of non-profit status must be submitted no later than thirty (30) calendar days prior to the reservation date. Proof must be submitted as either the State of California Business "Entity Number" or an IRS "Employer Identification Number (EIN)". An organization must demonstrate its non-profit status by:
 - Being registered and verified as a non-profit business or corporation with the State of California or an acknowledged IRS 501(c) organization, **and**
 - Maintain good standing (business entity status "Active") with the State of California Secretary of State's office (<http://businesssearch.sos.ca.gov>).
2. Private individuals and organizations may use the County meeting rooms, community halls, and outdoor meeting spaces outlined below with advance payment at a cost of:

Community Halls with Kitchens

Facility	Cost per Hour
Jamestown Community Hall	\$27.00
Groveland Community Hall	\$27.00

Meeting Rooms

Facility	Cost per Hour
Sonora Library Meeting Room	\$34.00
Sonora Youth Center	
Pinecrest Community Hall	

Outdoor Meeting Spaces

Facility	Cost per Hour
County Museum Courtyard	\$12.00
Courthouse Park	

3. Community Resilience Centers are multiple use type facilities. If available, separate zones can be rented simultaneously by different user groups.
 - a. On a day-to-day basis, partner agencies will be conducting business operations in the offices and classrooms. The classroom will have limited availability depending on the classes being offered.
 - b. During emergencies, the CRCs will be utilized by the Office of Emergency Services, Health and Human Service Agency, and the Red Cross as a mass care and sheltering type facility. In these situations the County reserves the right to cancel/reschedule all scheduled events during the emergency period.
 - c. All private and non-profit individuals and organizations may use the CRC facilities with advance payment at a cost of:

Tuolumne CRC	\$56 per hour per zone**
Groveland CRC	\$56 per hour per zone**

****See Attachment 1 for floor plan outlining zone areas.**

- d. Multiple or individual zones may be rented at one time. Each zone rented will be charged at the hourly rate listed above.

4. Insurance must provide protection from claims arising from injuries or damage to other people or property. The following items are required on the insurance certificate, and the endorsement page:
- The certificate of insurance must be submitted no later than thirty (30) calendar days prior to the reservation date.
 - Insured's name is the same as listed on the Facility Use Application.
 - Date, time and location of the event
- a. All non-profits, organizations, public or private individuals ("Renter") shall provide insurance at its own expense and maintain at all times the following insurance with insurance companies licensed in the State of California and shall provide evidence of such insurance to the County as may be required by the Risk Manager of the County. The Renter's insurance policy(ies) shall be placed with insurer(s) with acceptable Best's rating of A:VII or with approval of the Risk Manager. The Renter shall provide notice hand delivered to the Recreation Department of the County or by registered mail, return receipt requested, thirty (30) days prior to cancellation or material change for all of the following stated insurance policies:
- General Liability Coverage - Coverage shall be at least as broad as Insurance Services Form CG 00 01 covering CGL on an "occurrence" basis, including property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. If the use includes athletic activities, Renter shall provide evidence of that the CGL includes coverage for injuries to athletic participants and should also provide evidence of Participant Accident Insurance. If the Renter maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Renter. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.
- a. Other Insurance Provisions - The insurance policies are to contain, or be endorsed to contain, the following provisions:
- **Additional Insured Status** - The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of the rental of the facility, work or operations performed by or on behalf of the Renter including materials, parts, or equipment furnished in connection with such work or

operations. General liability coverage can be provided in the form of an endorsement to the Renter's 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, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

- **Primary Coverage** - For any claims related to this contract, the Renter's insurance coverage shall be primary and non-contributory insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Renter's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.
- **Umbrella or Excess Policy** - The Renter may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Renter's primary and excess liability policies are exhausted.
- **Notice of Cancellation** - Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity.
- **Waiver of Subrogation** - Renter hereby grants to Entity a waiver of any right to subrogation which any insurer of said Renter may acquire against the Entity by virtue of the payment of any loss under such insurance. Renter agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.
- **Acceptability of Insurers** - Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

- **Verification of Coverage** - Renter shall furnish the Entity with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Entity before work begins. All certificates and endorsements are to be received and approved by the Entity at least five days before Renter commences activities.
 - **Homeowners Insurance** - In some cases, the Renter's homeowner's liability insurance may provide coverage sufficient to meet these requirements. Renter should provide these requirements to his or her agent to confirm and provide verification to the Entity.
 - **Special Events Coverage** - Special events coverage is available for an additional fee to provide the liability insurance required by this agreement. Renter can obtain additional information and cost from Entity.
 - **Special Risks or Circumstances** - Entity reserves the right to modify these requirements based on the nature of the risk, prior events, insurance coverage, or other special circumstances.
- b. **Deductibles and Self-Insured Retentions:** Any deductibles or self-insured retentions must be declared to and approved by the Risk Manager. At the County's option, Renter shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
 - c. **Unsatisfactory Policies:** If at any time any of the policies or endorsements be unsatisfactory as to form or substance, or if an issuing company shall be unsatisfactory, to the Risk Manager, a new policy or endorsement shall be promptly obtained and evidence submitted to the Recreation Department for approval.
 - d. **Failure to Comply:** Upon failure to comply with any of these insurance requirements, this Agreement may be forthwith declared suspended or terminated. Failure to obtain and/or maintain any required insurance shall not relieve any liability under this Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the indemnification obligations.

Renter's Responsibilities

1. Facility Use Applications must be submitted no later than thirty (30) calendar days prior to the reservation date. Applications for reservations that already have insurance on file

and will not have alcohol may be submitted within the 30-day window only if all documents are submitted and approved prior to the reservation date.

2. **Community Resilience Centers (CRC) and Sonora Library Meeting Room Only:** Use of audio-visual system requires two weeks' advanced notice, or at the time of reservation request, to the Recreation Department. A representative from the user group is required to obtain training on the system from County staff prior to use.
3. **Community Resilience Centers (CRC) Only:** Use of the stage in Conference Room-Side A requires two weeks' advanced notice, or at the time of reservation request, to the Recreation Department. The stage will be set up by County staff prior to any event requiring it's use. User groups will not have the ability to raise or lower the stage.
4. The Renter shall secure the key for the facility from the person designated by the County. Renter shall as be responsible for locking and unlocking the facility. The Renter shall be responsible for returning the key to the location designated by the County no later than one (1) business day after the use. Keys **may not** be left at the facility.
5. The Renter shall be responsible for cleaning the facility immediately after the conclusion of their scheduled event. All set-up and clean-up time must be included in the Facility Use Application requests rented hours. The facility must be thoroughly cleaned as detailed in the cleaning checklist that is provided online through the reservation system and posted on site. All trash hauled off by the Renter and not left on site. **The CRCs each have a dumpster on site that all trash is to be placed in upon conclusion of scheduled event.** Failure to clean the facility after use could result in loss of future rental privileges.
6. Use of facilities includes tables and chairs within the facility as part of the rental fee.
 - a. **Community Halls** - Tables, chairs and any other items used need to be returned to the proper storage location upon completion of the rental. Renter must return the space to the same set up and condition as when renter arrived.
 - b. **CRCs** – Tables must be wiped down and left in the room and chairs must be stacked in stacks of 10 and left in the room after scheduled event. County staff will set out the required number of tables and chairs prior to each event for the user group to set up as they require. County staff will be responsible to put all tables and stacks of chairs back into storage after the event.
7. No alcoholic beverages of any kind shall be consumed inside the facility or on any part of the property on which the facility is located unless the proper application to serve or sell alcohol has been submitted and approved by the County prior to the reservation date.

8. No open flames allowed inside or outside the facility.
9. **Community Resilience Centers (CRC) Only:** Decorating using nails, staples, push pins, metallic confetti, glitter, sand and all varieties of tape are prohibited. In the event these items are used without prior authorization and damage is caused to the CRC Facility as a result, all repair, clean-up, and/or replacement costs will be charged to the renter.
10. **Community Resilience Centers (CRC) Only:** Groups renting the commercial kitchen must provide their own cooking supplies and equipment.
11. No smoking shall be permitted inside the facility or on any part of the property on which the facility is located.
12. No illegal activity of any kind shall be conducted inside the facility or on any part of the property on which the facility is located.
13. No advertising shall be exhibited, and no solicitations or sales shall be allowed inside the facility or on any part of the property on which the facility is located, if such advertising, solicitation or sales are made on behalf of a profit-making organization/group or person.
14. Verifiable abuses of any of these policies and procedures will result in the inability to rent a facility in the future.

Facility Damages

- If damages are caused because of the rental of the facility, it will be the responsibility of the Renter to pay for said damage. Damages will be shown to the renter before repairs are made. It is the responsibility of the renter to identify and alert the County of any damage noted prior to the use of the facility. The County has the sole discretion of who performs the repairs or replacement products and all the fees incurred will be the financial responsibility of the Renter.

Cancellations

- All cancellations will be based on the Tuolumne County Recreation Department's Refund and Cancellation Policy as agreed to when submitting online reservation request.

These policies shall become effective July 7, 2023.

CONTACT INFORMATION:

Tuolumne County Recreation Department

Phone: (209) 533-5663

Mailing Address: 2 South Green Street, Sonora, CA 95370

Physical Address: 480 Greenley Road, Sonora, CA 95370

Website: www.tcrecreation.com

ATTACHMENT 1

Floor Plan Outlining CRC Zones