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RESOLUTION NO. R19-72
A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS
SUPERSEDING AND REPLACING RESOLUTION NUMBER 09-08
SETTING FORTH REVISED POLICIES AND FEES
FOR THE USE OF COUNTY COMMUNITY CENTERS

WHEREAS, in 2009 the Board of Supervisors enacted Resolution R09-08, setting forth policies and establishing fees for the use of county community buildings (i.e., community centers); and

WHEREAS, Resolution 09-08 addressed a variety of issues concerning the use of the County's community centers including, but not limited to: insurance requirements; the handling of keys, deposits, and fees (including exemptions from fees); event scheduling; and the role of event coordinators, etc.; and

WHEREAS, since Resolution 09-08 was enacted, the Board has determined that additional adjustments should be made to Community Center use policies in order to allow the public greater access to community centers, streamline the reservation system, and respond to community input and management issues.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO as follows:

SECTION ONE: FEES AND DEPOSITS

A. Findings

The Board of Supervisors hereby finds and determines that:

1. The charge to the public for use of County community centers should be fair and reasonable given market conditions in the community in which the center is located, the amenities available at the center, and taking into consideration the County's costs to maintain and make the centers available for use by the public.
2. The current cost to the County to make its community centers available to the public, including but not limited to the cost of administration, insurance, climate control, maintenance, repair, and deep cleaning (hereinafter "Cost"), is estimated to exceed \$200.00 per use.

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2 3. Considering the market conditions in the unincorporated areas of the County,
3 the demand for use of the community centers, the amenities offered by each center, and
4 the Cost associated with making the community centers available, the fees set forth in
subsubsection B.1 of this section are considered to be fair and reasonable.

5 4. In addition to the Cost described above, the County incurs potential additional
6 expense when it authorizes the public to utilize a County community center because of the
7 potential for damage to the center or the failure of the user to clean the center and return it
8 to its original condition. The amount of that potential additional expense is impossible to
9 estimate with any specificity as it depends on the individual repair and/or cleaning
10 required. Moreover, past experience has been that property damage and/or a failure to
11 clean are more likely to be associated with uses at which alcohol is present. In order to
12 offset this potential additional expense, it is fair and reasonable to require that deposits in
13 the amounts set forth in subsubsection B.2 of this section be paid.

14 **B. Fees and Deposits Established**

15 Except as provided in Section Two, fees and deposits for each use of the County's
16 community centers are hereby established as follows and shall be administered and paid
17 in accordance with the County's Community Center Use Agreement.

18	19	20	21
1. Fees	Day	Subsequent Consecutive Days	
Fee (per use, w/o kitchen)	\$ 75.00	\$50.00	
Fee (per use, w/kitchen)	\$100.00	\$50.00	
2. Deposits			
Deposit (per use, alcohol present)	\$500.00		
Deposit (per use, alcohol not present)	\$300.00		

22 **C. Definitions**

23 For the purposes of this Section, a "use" shall be defined as an event occurring on
24 one calendar day or, for repetitive events (e.g., a class meeting every Wednesday), an
25 event occurring for up to four hours per day, no more than once per week, for up to a
26 twelve-week period. Fees must be paid for each "use" of a County Community Center.
27 For example, for a repetitive event lasting from between thirteen to twenty-four weeks,
28 the fee must be paid two times. Events involving consecutive days shall be charged the
full Fee for the first day and a reduced fee, as shown above, for each day thereafter.

1 **SECTION TWO: FEE OR DEPOSIT WAIVERS**

2 Fees for the use of the County’s community centers shall be waived for certain
3 nonprofit organizations and local governmental agencies in accordance with this Section.

4 In addition, Security Deposits for certain nonprofit or governmental organizations,
5 as described in subsection B below, may be waived at the discretion of the CAO, or an
6 authorized designee, based on a determination that there has been no prior violation of a
7 community center use agreement by that organization and no extraordinary measure(s)
8 required to clean the facility following a prior use by that organization, as verified by the
9 Public Works department. Under no circumstance shall a deposit be waived for Special
Events or for events where alcohol is present.

10 **A. Public Purpose**

11 The Board of Supervisors hereby finds and determines that:

- 12 1. The activities of certain nonprofit organizations and local government
13 agencies promote public purposes of the County such as cultural
14 enrichment, community service, economic development, education, and
15 public health and welfare; and

16 Many nonprofit organizations and local government agencies promote these public
17 purposes through events held at the county’s community centers; and

- 18 2. Exempting the above users from the payment of fees for such uses would
19 support their activities and the public purposes described herein.

20 **B. Eligibility for Fee or Security Deposit Waiver**

21 Except as provided in paragraph C, the following types of nonprofit organizations
22 and local government agencies shall be exempt from the payment of fees, and may be
23 exempt from the payment of deposits, as determined by the CAO or designee, for the use
of the County’s community centers:

- 24 ○ charities and other nonprofit organizations exempt from federal taxes
25 pursuant to Internal Revenue Code section 501(c)(3)
- 26 ○ civic leagues and other nonprofit organizations exempt from federal taxes
27 pursuant to Internal Revenue Code section 501(c)(4)
- 28 ○ chambers of commerce and other nonprofit organizations exempt from
federal taxes pursuant to Internal Revenue Code section 501(c)(6)

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- clubs and other nonprofit organizations exempt from federal taxes pursuant to Internal Revenue Code section 501(c)(7)
- bona fide school organizations such as parent-teacher associations, “boosters,” and sports teams
- federally-recognized Indian tribes in the County and bona fide tribal organizations such as Indian community associations
- local government agencies in the County (e.g., the Town of Mammoth Lakes, schools, libraries, special districts, and joint powers agencies) and auxiliaries or other bona fide organizations affiliated with such agencies
- any other nonprofit organizations expressly exempted from the payment of such fees by minute order of the Board of Supervisors

C. Inapplicability of Fee or Deposit Waiver

Notwithstanding paragraph B, or any other provision of this Resolution, no exemption from community center use fees or deposits shall exist or be granted with respect to either of the following:

- Events that are not open on equal terms to all interested members of the public (e.g., events that are invitation-only or are otherwise restricted to certain members of the public);
- Organizations who do not operate or conduct any of their regular (i.e., non-fundraising activities within Mono County.

D. Determination of Eligibility for Fee or Security Deposit Waiver

County staff may require any organization seeking an exemption from fees or deposits pursuant to this Resolution to submit such documentation or other proof as County staff may deem necessary and appropriate to verify their tax-exempt status or other basis for eligibility.

In the event that eligibility for a waiver is unclear, the County Administrator, in consultation with County Counsel and the Finance Director, shall have the authority to interpret this Section to determine its applicability to a particular event or organization. The County Administrator’s decision shall be final.

1 **SECTION THREE: INSURANCE REQUIREMENTS**

2 Insurance for events, gatherings, meetings, or other activities held at a community
3 center shall be provided in such form and in such amounts as determined by the Mono
4 County Risk Manager to be necessary and/or prudent, and as set forth in the agreement
5 authorizing said use executed pursuant to Section Five of this Resolution.

6 **SECTION FOUR: EVENT COORDINATORS; DUTIES**

7 **A. Community Member**

8 The County may utilize a responsible individual living near to (or in the same
9 community as) a community center to serve as an Event Coordinator for that community
10 center. The duties of Event Coordinators may include, among other things: the distribution
11 and management of building keys; the receipt of deposits and fees; and the calendaring of
12 Events. The scope of the Event Coordinator's duties, and the agreed-upon compensation
13 and other terms and conditions, shall be set forth in a written agreement.

14 **B. Existing County Staff**

15 The County Administrative Officer may designate existing staff to serve as an Event
16 Coordinator at some or all of its community centers in lieu of, or in conjunction with, an
17 Event Coordinator designated pursuant to paragraph A. In the event staff is designated to
18 coordinate some or all community center events (or to coordinate components of such events
19 in conjunction with an Event Coordinator), then such duties shall be consistent with the
20 delegation.

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SECTION FIVE: AUTHORITY TO SIGN USE AGREEMENTS

The Board of Supervisors hereby delegates the authority to sign agreements for the use of the County's community centers to the Director of the Department of Public Works or his designee or, in the event that the County Administrative Officer has designated staff to coordinate events in accordance with paragraph B of Section Four of this Resolution, to the person occupying the designated position or his designee. All agreements must be approved as to form by County Counsel and approved as to insurance and risk management issues by Risk Management and shall be in substantially the same form as set forth in the Exhibit to this Resolution which is attached hereto and incorporated by this reference.

SECTION SIX: This resolution shall supersede and replace Resolution No. 09-08 in its entirety and Resolution No. 09-08 shall be of no further force or effect.

APPROVED and **ADOPTED** this 8th day of October, 2019, by the following vote, to wit:

- AYES: Supervisors Corless, Gardner, Kreitz, and Peters..
- NOES: None.
- ABSENT: Supervisor Stump.
- ABSTAIN: None.



 John Peters, Chair
 Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:



 Clerk of the Board



 COUNTY COUNSEL

EXHIBIT to R19-72 (October 8, 2019)

**MONO COUNTY
COMMUNITY CENTER
USE AGREEMENT**

(Insert community center location)

WHEREAS, the County of Mono ("County") owns and maintains several community centers throughout the county, which it is willing to make available to the public for activities, special events, meetings, and other gatherings ("Events"); and

WHEREAS, _____ (insert name of user) ("User") would like to use the community center described above for an Event and is willing to agree to the terms and conditions contained herein in exchange for County's authorization to do so.

I. EVENT DESCRIPTION AND DETAIL

Date of Event: _____ Hours of Event: _____ to _____

Type of Event: _____ (e.g., wedding, party, meeting, class, workshop)

Is the Event repetitive (i.e., does it occur on more than one date)? _____

If repetitive, please list each date individually. Note that this Use Agreement is valid for up to twelve weeks for repetitive events. A new Agreement is required for repetitive Events lasting more than twelve weeks.

Type of User:

(Check one) Individual For-Profit Entity Non-Profit Organization Public Entity

Other (please describe) _____

Number of people attending event: _____ (if 75 or more, please see paragraph 9.)

Contact person and information:

(Name) _____

(Mailing address) _____

(Phone number) _____

(E-mail address) _____

//////////

User please answer the following by marking the appropriate boxes:	YES	NO
A. Will the kitchen be used?	<input type="checkbox"/>	<input type="checkbox"/>
B. Will alcoholic beverages be present or provided?	<input type="checkbox"/>	<input type="checkbox"/>
C. Will alcoholic beverages be sold?	<input type="checkbox"/>	<input type="checkbox"/>
D. Will there be any attendees under the age of 18?	<input type="checkbox"/>	<input type="checkbox"/>
E. Will food be provided to the general public?	<input type="checkbox"/>	<input type="checkbox"/>
F. Will the Event be open to the general public?	<input type="checkbox"/>	<input type="checkbox"/>
G. Will there be 75 or more people in attendance at the Event?	<input type="checkbox"/>	<input type="checkbox"/>
H. Will <u>food</u> or <u>goods</u> be sold? (circle one or both, if applicable)	<input type="checkbox"/>	<input type="checkbox"/>
I. Will <u>PA/microphone system</u> be used?	<input type="checkbox"/>	<input type="checkbox"/>

II. TERMS AND CONDITIONS

User is hereby authorized to use the Mono County community center noted above (the "Community Center") on the date and time and for the type of Event specified in section I of this Agreement, in accordance with the following terms and conditions:

1. DEPOSIT AND USE FEES

1.1. Concurrently with the submission of this Agreement, User shall pay to County the Deposit and the Use Fees set forth in the document entitled "Community Center Use Fees and Deposits" which is attached to this Agreement as Exhibit "A" and incorporated by this reference. No Reservation will be made for use of the Community Center unless and until the applicable Deposit and Use Fees have been received by County and this Agreement has been executed by both the County and the User.

1.2 The Deposit and Use Fees shall be paid by separate checks made payable to the County of Mono. To cancel a reservation, User shall contact the Site Coordinator. **If the cancellation is made less than seven calendar days prior to the date of the Event, then the Use Fee will not be refunded.**

2. COUNTY PRECEDENCE

2.1. Where "standing" reservations have been made for regularly-scheduled (repetitive) Events, there may be instances where a County function must be held on a standing Event date. In such a case, County business will take precedence and the "standing" Event will be preempted for that day or days. Use Fees received for the date of the preempted Event will be refunded, unless the County and User mutually agree to reschedule the preempted Event.

2.2. County's community centers are an integral part of its emergency response system. In the event of an emergency, as determined in the sole discretion of County, it may be necessary for County to cancel an Event reservation. In such circumstances, County will refund all Use Fees and Deposits received for the canceled Event unless County and User mutually agree to reschedule the canceled Event.

2.3 In the event of preemption or cancelation pursuant to this paragraphs 2.1 or 2.2 of this section, County shall not be liable to User, or to its guests, invitees, participants or to other third parties, for any damages whatsoever, including, but not limited to, any damages for lost profits or lost revenue, or for special, incidental, punitive, or consequential damages, even if County has been advised of the possibility or likelihood of such damages. User hereby waives any claim it may have, and agrees to defend, indemnify, and hold County harmless against claims by third parties, for such damages.

3. USER RESPONSIBLE FOR CONDUCT

3.1 User is responsible for the conduct of all persons present at the Event and agrees to ensure that the Event will be conducted in an orderly manner. Failure to conduct the Event in an orderly manner, demonstrated by lack of compliance by User (or others present at the Event) with any of the terms and conditions of this Agreement, may result in a forfeiture of User's Deposit, immediate closure of the Event, and/or the loss of future privileges to use the facility.

3.2 User hereby acknowledges that County personnel, including law enforcement personnel, may enter the Community Center at any time during the Event for the purpose of ensuring compliance with the terms and conditions of this Agreement.

4. CLEANING AND CLOSING RESPONSIBILITIES

4.1 User is responsible for cleaning and "closing" the Community Center after the Event, including performing each of the tasks listed in the "Community Center Closing Checklist" which is attached to this Agreement as Exhibit "B" and incorporated by this reference. In the event the Community Center is left unclean as determined in County's sole discretion, or any of the tasks set forth in the Closing Checklist have not been performed, cleaning and/or maintenance fees will be deducted from the Deposit on file. If the cost of cleaning and/or maintenance exceeds the amount of the Deposit, then User will be notified of the additional amounts owing and shall make payment therefore as provided in paragraph 4.3.

4.2 User is responsible for any damage over and above normal usage of the building and its contents, as determined by County. If User notes any damage or unusual condition upon entering the building, then User shall report it to the Department of Public Works at (760) 932-5440 prior to the occurrence of the Event. If an unusual condition is not reported prior to the Event, then County will presume, unless proven to the satisfaction of County otherwise, that the condition was caused by the Event and the costs of remediating the condition will be deducted from User's Deposit. If the cost exceeds the amount of the Deposit, then User will be notified of the additional amounts owing and shall make payment thereof as provided in paragraph 4.3.

4.3 User shall make payment of any amounts owing in excess of the Deposit which are charged in accordance with paragraphs 4.1 or 4.2 within fifteen calendar days of the date printed on the notice of charges provided to User by County. Payments not made within said time period shall accrue interest at the rate of ten percent (10 %) per annum.

5. COMMUNITY CENTER KEYS

5.1 User will be provided with the key lockbox combination to the Community Center in advance of the Event and shall return the key to the lockbox following the Event.

5.2 User shall maintain sole possession and control of the key during the reservation and ensure that it is returned to the lockbox immediately following the Event. No person other than User shall be authorized to use or hold the key. The reproduction or distribution of keys is prohibited.

6. USE RESTRICTIONS AND OCCUPANCY LIMITS

6.1 Occupancy limits for the Community Center are posted onsite and will be enforced. Emergency exits shall be kept clear at all times.

6.2 With the exception of service animals assisting the disabled or as permitted by a Special Event Permit or other express authorization by County, animals are not allowed within the Community Center.

6.3 No persons under the age of 18 shall be present without adult supervision. For the purposes of this paragraph, adult supervision shall mean the presence of a sufficient number of adults so as to maintain continuous supervision and control over any minors present at the Event, but in no case shall there be less than one adult for every ten (10) minors.

6.4 There is no smoking inside the Community Center building or within 20 feet of any entrance, open window, or ventilation system.

6.5 Live music, amplified sound, and all other noise generated by the Event shall comply with the limits set forth in Mono County's noise ordinance (Mono County Code Chapter 10.16) and shall not constitute a nuisance to neighbors or others in the vicinity of the Community Center.

6.6 *Loaded* firearms are not allowed in the Community Center unless carried by authorized security personnel or law enforcement officials. *Unloaded* firearms are allowed in the Community Center only where such use is an integral part of the Event. Such Events include: a class in firearm safety; where firearms are awarded as prizes or offered for raffle by non-profit charitable organizations; gun collectors' shows; or such other type of Event for which the presence of unloaded firearms is approved in writing by Risk Management.

6.7 All automobiles associated with the Event (e.g., invitees, vendors, etc.) shall be parked in Community Center parking areas, to the extent possible.

6.8 The wheelchair lift at the Bridgeport Memorial Hall is for use only by those with limited mobility. Violation of this intended use may result in loss of security deposit and/or loss of future community center use privileges regardless of whether the wheelchair lift sustains damage.

7. PROVISION OR SALE OF ALCOHOL

7.1 If alcohol is to be provided, served, sold, or otherwise present at the Event, then User shall provide insurance in accordance with the document entitled "Community Center Insurance and Alcohol Requirements" which is attached to this Agreement as Exhibit "C" and incorporated by this reference. User shall additionally comply with all permit and approval requirements set forth in Exhibit "C."

7.2 The presence of alcohol at an Event in violation of this Section or any failure to comply with the insurance/permit requirements set forth in Exhibit "C" may result in the immediate closure of the Event, the forfeiture of User's Deposit, and/or the loss of future privileges to utilize the facility.

7.3 Under no circumstances shall alcohol be provided, served, made available, or sold to any person under the age of 21.

7.4 All Events shall conclude by 10:00 p.m.

8. REQUIRED LICENSES, CERTIFICATES, AND PERMITS

If the Community Center is utilized by User for the provision of a service, class, or other purpose for which the User (or the individual or entity providing the service or class) is required by law to be licensed, certificated, or otherwise officially qualified or permitted, then the User (or other individual or entity providing the service or class) must obtain the relevant license, certificate, authorization, permit, or qualification prior to the date of the Event. And said license, certificate, authorization, permit, or qualification shall be maintained in full force and effect throughout the duration of the Event and shall be present and available for display and inspection at all times during the course of the Event. User understands and acknowledges that it is User's sole responsibility to identify, secure, and maintain any license, certificate, authorization, permit, or other qualification required by law, or to ensure that the individual or entity providing the service or class pursuant to this Agreement for which the license, certificate, authorization, permit, or other authorization is required, has done so. Notwithstanding the foregoing, if there is any dispute or disagreement between County and User as to whether a particular license, certificate, permit, authorization, or other qualification is required, County reserves the right to make such determination for purposes of this Agreement and to deny User the use of the Community Center in the event that said license, certificate, or other permit or authorization is not obtained or is not in effect at the time of the Event.

9. SPECIAL EVENT PERMIT

A Special Event Permit may be required for Events at which it is anticipated that 75 or more individuals will attend, Events involving the sale of goods, Events at which alcohol will be present, and Events open to the general public. The Special Event Permit imposes additional rules and restrictions not set forth in this Agreement. A Special Events permit application and related information may be obtained here: <https://monocounty.ca.gov/cao/page/special-events>. If a Special Event Permit is required for the Event, then this Agreement must be submitted for approval at least thirty (30) calendar days prior to the date scheduled for the Event, unless a different deadline is established by the Mono County Administrative Office, and shall be of no force and effect unless and until the Special Event Permit has been issued.

10. TEMPORARY FOOD PERMIT

Events open to the general public at which food is provided or sold, and all Events at which food is sold, require a temporary food permit from the Mono County Department of Environmental Health. Please contact the Department at least fourteen (14) calendar days prior to the date scheduled for the Event at (760) 924-1830 or (760) 932-5580. If a temporary food permit is required and has not been obtained by the date scheduled for the Event, then this agreement shall be cancelled and null and void and shall be of no force and effect.

11. DEFENSE AND INDEMNIFICATION

11.1 User shall defend, indemnify, and hold harmless County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from or in connection with the Event or this Agreement. User's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, damage or destruction to tangible or intangible property, including the loss of use. User's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs that are caused in whole or in part by any act or omission of User, its agents, employees, suppliers, guests, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

11.2 User's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of paragraph 11.1 is not limited to, or restricted by, any requirement in this Agreement that User procure and maintain a policy of insurance.

12. NONDISCRIMINATION

During the performance of this Agreement, User, its agents, guests, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person participating in the Event, because of race, religious creed, color, ancestry, national origin, physical disability, mental disability, medical condition, marital status, sex, age, gender, or sexual orientation.

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13. ENTIRE AGREEMENT

This Agreement contains the entire agreement of County and User, and (with the exception of additional conditions potentially required pursuant to a Special Event Permit) no representations, inducements, promises, or agreements otherwise between them not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless executed in writing by County and User.

14. EXECUTION

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS ____ DAY OF _____, _____.

COUNTY OF MONO

USER

By: _____

By: _____

Dated: _____

Dated: _____

This Agreement is not to be executed by the County unless and until the section below has been fully completed. **This Agreement shall be of no force and effect and shall confer no rights, nor impose any obligations, upon either party unless and until the section below has been fully completed and initialed by County staff or its designee.**

County Use Only:

<u>Deposit (ref: ¶ 1 and Exhibit A)</u>	\$ _____ Paid / Exempt (circle one)
<u>Fees (ref: ¶ 1 and Exhibit A)</u>	\$ _____ Paid / Exempt (circle one)
<u>Personal Liability/Property Damage insurance (ref: ¶ 7 and Exhibit C)</u>	Obtained / N/A (circle one)
<u>Permit to sell alcohol (ABC) (ref: ¶ 7 and Exhibit C)</u>	Obtained / N/A (circle one)
<u>Approval for presence of alcohol (ref: ¶ 7 and Exhibit C)</u>	Obtained / N/A (circle one)
<u>Special Event Permit (ref: ¶ 9)</u>	Obtained / N/A (circle one)
<u>Temporary food permit (ref: ¶ 10)</u>	Obtained / N/A (circle one)
<u>Risk Manager's approval for firearm (ref: ¶ 6.6)</u>	Obtained / N/A (circle one)

_____ Initials of staff person
completing this section

Exhibit "A"

**COMMUNITY CENTER USE FEES AND DEPOSITS
(EXCLUDING CROWLEY LAKE)**

	USE FEE*	DEPOSIT w/o ALCOHOL	DEPOSIT w/ALCOHOL
With kitchen:	\$100/\$50	\$300	\$500
Without kitchen:	\$75/\$50	\$300	\$500
Nonprofit, school, or government entities meeting criteria set forth in Resolution R09-__	None		
\$300**	\$500		

* A "use" is an event occurring on one calendar day or, for repetitive events (e.g., a class meeting every Wednesday), an event occurring for up to four hours per day, no more than once per week, for up to a twelve-week period. Fees must be paid for each "use" of a County Community Center. For example, for a repetitive event lasting from between thirteen to twenty-four weeks, the fee must be paid two times. For events involving multiple consecutive days, the Fee for each day following the first day shall be \$50. For example, for a two-day event with use of the kitchen, the fee would be \$150.

**Deposits for events where alcohol is not served may be waived for nonprofits, schools or government entities meeting the criteria set forth in Resolution R19-__.

Exhibit "B"

COMMUNITY CENTER CLOSING CHECKLIST (EXCLUDING CROWLEY LAKE)

Prior to leaving the building, User shall complete the following checklist for those tasks that are applicable to the Community Center where the Event was held and to the type of Event held.

TASKS FOR ALL EVENTS:

- All decorations have been removed from the walls, ceiling, floor, etc.
- All trash has been removed from the floors and counters throughout the building.
- Trash has been removed from trash cans and taken to the dumpster provided outside.
- Chairs and tables have been stacked and put away in their proper storage locations.
- Thermostat has been turned down to 50°F.
- All toilets and urinals have been flushed, sinks wiped down, and trash removed from all restrooms.
- All lights have been turned off, EXCEPT for the front exterior lights.
- All windows and doors have been shut and locked.

ADDITIONAL TASKS FOR EVENTS THAT INCLUDE FOOD & BEVERAGES:

- Kitchen floors have been swept and mopped.
- All floors have been swept and mopped.
- Chairs and tables have been cleaned off and wiped down prior to properly storing.
- All countertops have been cleaned off and wiped down.
- The kitchen sink has been emptied, cleaned, and wiped down.
- The dishwasher has been cycled and emptied.
- Dishes, cups, and utensils have been washed and properly stored (where applicable).
- The stove top has been cleaned off and wiped down.
- The refrigerator has been cleaned and emptied.

I hereby certify that the above tasks have been completed.

Printed name of User or, if User is an entity, of authorized representative

Signature

date

Please report any damage or problems to Public Works at (760) 932-5440.

COMMUNITY CENTER INSURANCE AND ALCOHOL REQUIREMENTS

1. Insurance

If alcohol is to be provided, served, sold, or otherwise present at an Event, then User must obtain Host Liquor Liability Insurance in the amount of one million dollars (\$1,000,000) per Event, with the County of Mono named as an additional insured. The coverage must be in a form acceptable to, and approved by, County Risk Management.

Listed below are some options that are available regarding securing the required insurance:

Home Owner's Insurance

Some insurance companies will provide a one day Special Event Liquor Liability rider to your Home Owners or Renters policy. The County of Mono must be named as an additional insured. Contact your local agent for information.

County Risk Management

Special Event Liability Insurance can be purchased from The County of Mono Risk Management Department. The costs vary depending on the event, number of people in attendance and number of days. Please contact Risk Management at 760-932-5405 at least fourteen (14) days prior to the event for information, an application or a quote.

Caterer's Insurance

If a caterer is supplying alcohol for your Event, then they must provide the County with a certificate of insurance naming the County of Mono as additional insured. Check with your caterer to see if they carry host or statutory liquor insurance.

Proof of insurance must be provided to the County of Mono at least seven (7) days before your event

2. Permits and approvals

If admission is charged for an Event at which alcohol will be present, or if alcohol will be sold at the Event, then User must also obtain the following permits or approvals and maintain them in force throughout the duration of the event:

- a. Permit from Alcoholic Beverage Control (Bakersfield, California)
- b. Mono County Sheriff's Department Approval... 760-932-5279
- c. Mono County Risk Management Approval... 760-932-5410

EXHIBIT to R19-__ (October 8, 2019)

MONO COUNTY
COMMUNITY CENTER
USE AGREEMENT

CROWLEY LAKE

WHEREAS, the County of Mono ("County") owns and maintains several community centers throughout the county, which it is willing to make available to the public for activities, special events, meetings, and other gatherings ("Events"); and

WHEREAS, _____ (insert name of user) ("User") would like to use the community center described above for an Event and is willing to agree to the terms and conditions contained herein in exchange for County's authorization to do so.

I. EVENT DESCRIPTION AND DETAIL

Date of Event: _____ Hours of Event: _____ to _____

Type of Event: _____ (e.g., wedding, party, meeting, class, workshop)

Is the Event repetitive (i.e., does it occur on more than one date)? _____

If repetitive, please list each date individually. Note that this Use Agreement is valid for up to twelve weeks for repetitive events. A new Agreement is required for repetitive Events lasting more than twelve weeks.

_____.

Type of User:

(Check one) Individual For-Profit Entity Non-Profit Organization Public Entity

Other (please describe) _____

Number of people attending event: _____ (if 75 or more , please see paragraph 10.)

Contact person and information:

(Name) _____

(Mailing address) _____

(Phone number) _____

(E-mail address) _____

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2.2. County's community centers are an integral part of its emergency response system. In the event of an emergency, as determined in the sole discretion of County, it may be necessary for County to cancel an Event reservation. In such circumstances, County will refund all Use Fees and Deposits received for the canceled Event unless County and User mutually agree to reschedule the canceled Event.

2.3 In the event of preemption or cancelation pursuant to this paragraphs 2.1 or 2.2 of this section, County shall not be liable to User, or to its guests, invitees, participants or to other third parties, for any damages whatsoever, including, but not limited to, any damages for lost profits or lost revenue, or for special, incidental, punitive, or consequential damages, even if County has been advised of the possibility or likelihood of such damages. User hereby waives any claim it may have, and agrees to defend, indemnify, and hold County harmless against claims by third parties, for such damages.

3. USER RESPONSIBLE FOR CONDUCT

3.1 User is responsible for the conduct of all persons present at the Event and agrees to ensure that the Event will be conducted in an orderly manner. Failure to conduct the Event in an orderly manner, as demonstrated by lack of compliance by User (or others present at the Event) with any of the terms and conditions of this Agreement, including but not limited to the unauthorized sale, provision, or possession of alcohol at the Event, may result in a forfeiture of User's Deposit, immediate closure of the Event, the assessment of liquidated damages in accordance with paragraph 8, and/or the loss of future privileges to use the facility.

3.2 User hereby acknowledges that County personnel, including law enforcement personnel, may enter the Community Center at any time during the Event for the purpose of ensuring compliance with the terms and conditions of this Agreement.

4. CLEANING AND CLOSING RESPONSIBILITIES

4.1 User is responsible for cleaning and "closing" the Community Center after the Event, including performing each of the tasks listed in the "Community Center Closing Checklist" which is attached to this Agreement as Exhibit "B" and incorporated by this reference. In the event the Community Center is left unclean as determined in County's sole discretion, or any of the tasks set forth in the Closing Checklist have not been performed, cleaning and/or maintenance fees will be deducted from the Deposit on file. If the cost of cleaning and/or maintenance exceeds the amount of the Deposit, then User will be notified of the additional amounts owing and shall make payment therefor as provided in paragraph 4.3.

4.2 User is responsible for any damage over and above normal usage of the building and its contents, as determined by County. If User notes any damage or unusual condition upon entering the building, then User shall report it to Public Works prior to the occurrence of the Event. If an unusual condition is not reported prior to the Event, then County will presume, unless proven to the satisfaction of County otherwise, that the condition was caused by the Event and the costs of remediating the condition will be deducted from User's Deposit. If the cost exceeds the amount of the Deposit, then User will be notified of the additional amounts owing and shall make payment thereof as provided in paragraph 4.3.

4.3 User shall make payment of any amounts owing in excess of the Deposit which are charged in accordance with paragraphs 4.1, 4.2 or 8.2 within fifteen calendar days of the date

printed on the notice of charges provided to User by County. Payments not made within said time period shall accrue interest at the rate of ten percent (10 %) per annum.

5. COMMUNITY CENTER KEYS

5.1 User will be provided with the key lockbox combination to the Community Center in advance of the Event and shall return the key to the lockbox following the Event.

5.2 User shall maintain sole possession and control of the key during the reservation and ensure that it is returned to the lockbox immediately following the Event. No person other than User shall be authorized to use or hold the key. The reproduction or distribution of keys is prohibited.

6. USE RESTRICTIONS AND OCCUPANCY LIMITS

6.1 Occupancy limits for the Community Center are posted onsite and will be enforced. Emergency exits shall be kept clear at all times.

6.2 With the exception of service animals assisting the disabled or as permitted by a Special Event Permit or other express authorization by County, animals are not allowed within the Community Center.

6.3 No persons under the age of 18 shall be present without adult supervision. For the purposes of this paragraph, adult supervision shall mean the presence of a sufficient number of adults so as to maintain continuous supervision and control over any minors present at the Event, but in no case shall there be less than one adult for every ten (10) minors.

6.4 There is no smoking inside the Community Center building or within 20 feet of any entrance, open window, or ventilation system.

6.5 Live music, amplified sound, and all other noise generated by the Event shall comply with the limits set forth in Mono County's noise ordinance (Mono County Code Chapter 10.16) and shall not constitute a nuisance to neighbors or others in the vicinity of the Community Center.

6.6 *Loaded* firearms are not allowed in the Community Center unless carried by authorized security personnel or law enforcement officials. *Unloaded* firearms are allowed in the Community Center only where such use is an integral part of the Event. Such Events include: a class in firearm safety; where firearms are awarded as prizes or offered for raffle by non-profit charitable organizations; gun collectors' shows; or such other type of Event for which the presence of unloaded firearms is approved in writing by Risk Management.

6.7 All automobiles associated with the Event (e.g., invitees, vendors, etc.) shall be parked in Community Center parking areas, to the extent possible.

7. PROVISION OR SALE OF ALCOHOL

7.1 If alcohol is to be provided, served, sold, or otherwise present at the Event, then User shall provide insurance in accordance with the document entitled "Community Center

Insurance and Alcohol Requirements" which is attached to this Agreement as Exhibit "C" and incorporated by this reference. User shall additionally comply with all permit and approval requirements set forth in Exhibit "C."

7.2 The presence of alcohol at an Event in violation of this Section or any failure to comply with the insurance/permit requirements set forth in Exhibit "C" may result in the immediate closure of the Event, the forfeiture of User's Deposit, the loss of future privileges to utilize the facility, and/or the assessment of liquidated damages in accordance with paragraph 8 of this Agreement.

7.3 Under no circumstances shall alcohol be provided, served, made available, or sold to any person under the age of 21.

7.4 All Events shall conclude by 9:00 p.m.

8. LIQUIDATED DAMAGES

8.1 User acknowledges that County has an interest in the orderly conduct of events at County-owned community centers and that County's willingness to make its community centers available for private events depends to a large degree on the conduct of users of those facilities. Specifically, User acknowledges that the commission by it of certain breaches of this Agreement, as described below, is likely to damage County's standing in the community, to diminish public support for the use of County's community centers, and require additional public outreach, planning, and administration on County's part. Because of the difficulty associated with valuing such damages, User agrees that the liquidated damages set forth below represent a reasonable estimate of the amount of said damages, considering all the circumstances, including the relationship of the sums to the range of harm to County that reasonably could be expected and anticipation that proof of actual damages would be costly or impossible.

8.2 In the event of any of the following breaches of this Agreement, liquidated damages in the amount of \$100 per breach will be deducted from User's Deposit (or, if for any reason the Deposit is not available, charged to User in accordance with paragraph 4.3 of this Agreement):

- a. Failure to comply with the requirement contained in paragraph 5.2 of this Agreement related to Community Center keys.
- b. Failure to comply with the requirements contained in paragraphs 6.1 to 6.7, inclusive, of this Agreement related to use restrictions and occupancy limits.
- c. Failure to comply with the requirements contained in paragraphs 7.1 or 7.2 of this Agreement and, by reference, with Exhibit "C" of this Agreement related to the provision or sale of alcohol and insurance requirements.

User hereby acknowledges and agrees that the imposition of liquidated damages in accordance with this section is reasonable and appropriate for the reasons described above and that such liquidated damages shall be deducted from User's Deposit or charged against User in the event of the occurrence of any of the breaches described in this section.

_____ (User initial here).

9. REQUIRED LICENSES, CERTIFICATES, AND PERMITS

If the Community Center is utilized by User for the provision of a service, class, or other purpose for which the User (or the individual or entity providing the service or class) is required by law to be licensed, certificated, or otherwise officially qualified or permitted, then the User (or other individual or entity providing the service or class) must obtain the relevant license, certificate, authorization, permit, or qualification prior to the date of the Event. And said license, certificate, authorization, permit, or qualification shall be maintained in full force and effect throughout the duration of the Event and shall be present and available for display and inspection at all times during the course of the Event. User understands and acknowledges that it is User's sole responsibility to identify, secure, and maintain any license, certificate, authorization, permit, or other qualification required by law, or to ensure that the individual or entity providing the service or class pursuant to this Agreement for which the license, certificate, authorization, permit, or other authorization is required, has done so. Notwithstanding the foregoing, if there is any dispute or disagreement between County and User as to whether a particular license, certificate, permit, authorization, or other qualification is required, County reserves the right to make such determination for purposes of this Agreement and to deny User the use of the Community Center in the event that said license, certificate, or other permit or authorization is not obtained or is not in effect at the time of the Event.

10. SPECIAL EVENT PERMIT

A Special Events Permit may be required for Events at which it is anticipated that 75 or more individuals will attend, Events involving the sale of goods, Events at which alcohol will be present, and Events open to the general public. The Special Event Permit imposes additional rules and restrictions not set forth in this Agreement. A Special Events permit application package and related information may be obtained here: <https://monocounty.ca.gov/cao/page/special-events>. If a Special Event Permit is required for the Event, then this Agreement must be submitted for approval at least thirty (30) calendar days prior to the date scheduled for the Event, unless a different deadline is established by the County Administrative Officer, and shall be of no force and effect unless and until the Special Event Permit has been issued.

11. TEMPORARY FOOD FACILITY PERMITS

Events open to the general public at which food is provided or sold, and all Events at which food is sold, require a temporary food facility permit from the Mono County Department of Environmental Health. Please contact the Department at least fourteen (14) calendar days prior to the date scheduled for the Event at (760) 924-1830 or (760) 932-5580. If a temporary food facility permit is required and has not been obtained by the date scheduled for the Event, then this agreement shall be cancelled and null and void and shall be of no force and effect.

12. DEFENSE AND INDEMNIFICATION

12.1 User shall defend, indemnify, and hold harmless County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from or in connection with the Event or this Agreement. User's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless applies to any actual or alleged personal

injury, death, damage or destruction to tangible or intangible property, including the loss of use. User's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs that are caused in whole or in part by any act or omission of User, its agents, employees, suppliers, guests, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

12.2 User's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of paragraph 12.1 is not limited to, or restricted by, the requirement in this Agreement that User procure and maintain a policy of insurance.

13. NONDISCRIMINATION

During the performance of this Agreement, User, its agents, guests, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person participating in the Event, because of race, religious creed, color, ancestry, national origin, physical disability, mental disability, medical condition, marital status, sex, age, gender, or sexual orientation.

14. ENTIRE AGREEMENT

This Agreement contains the entire agreement of County and User, and (with the exception of additional conditions potentially required pursuant to a Special Event Permit) no representations, inducements, promises, or agreements otherwise between them not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless executed in writing by County and User.

15. EXECUTION

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS ____ DAY OF _____, _____.

COUNTY OF MONO

USER

By: _____

By: _____

Dated: _____

Dated: _____

This Agreement is not to be executed by the County unless and until the section below has been fully completed. **This Agreement shall be of no force and effect and shall confer no rights, nor impose any obligations, upon either party unless and until the section below has been fully completed and initialed by County staff or its designee.**

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County Use Only:

Deposit (ref: ¶ 1 and Exhibit A) \$ _____ Paid / Exempt (circle one)

Fees (ref: ¶ 1 and Exhibit A) \$ _____ Paid / Exempt (circle one)

Personal Liability/Property Damage insurance (ref: ¶ 7 and Exhibit C) Obtained / N/A (circle one)

Permit to sell alcohol (ABC) (ref: ¶ 7 and Exhibit C) Obtained / N/A (circle one)

Approval for presence of alcohol (ref: ¶ 7 and Exhibit C) Obtained / N/A (circle one)

Special Event Permit (ref: ¶ 10) Obtained / N/A (circle one)

Temporary food facility permit (ref: ¶ 11) Obtained / N/A (circle one)

Risk Manager's approval for firearm (ref:¶ 6.6) Obtained / N/A (circle one)

_____ Initials of staff person
completing this section

Exhibit "A"

**COMMUNITY CENTER USE FEES AND DEPOSITS
(CROWLEY LAKE)**

USE	USE FEE*	Deposit w/o ALCOHOL	Deposit with ALCOHOL
With kitchen:	\$100/50	\$300	\$500
Without kitchen:	\$75/50	\$300	\$500
Nonprofit, schools, or government entities meeting criteria set forth in Resolution R19-__	None	\$300**	
.....\$500			

* A "use" is an event occurring on one calendar day or, for repetitive events (e.g., a class meeting every Wednesday), an event occurring for up to four hours per day, no more than once per week, for up to a twelve-week period. Fees must be paid for each "use" of a County Community Center. For example, for a repetitive event lasting from between thirteen to twenty-four weeks, the fee must be paid two times. For events involving multiple consecutive days, the Fee for each day after the first day shall be \$50. For example, for a two-day event with use of the kitchen, the fee would be \$150.

**Deposits may be waived for events where alcohol is not served for nonprofits, schools or government entities meeting the criteria set forth in Resolution R19-__.

Exhibit "B"

COMMUNITY CENTER CLOSING CHECKLIST (CROWLEY LAKE)

Prior to leaving the building, User shall complete the following checklist for those tasks that are applicable to the Community Center where the Event was held and to the type of Event held.

TASKS FOR ALL EVENTS:

- All decorations have been removed from the walls, ceiling, floor, etc.
- All trash has been removed from the floors and counters throughout the building.
- Trash has been removed from trash cans and taken to the dumpster provided outside.
- Chairs and tables have been stacked and put away in their proper storage locations.
- All toilets and urinals have been flushed, sinks wiped down, and trash removed from all restrooms.
- All lights have been turned off, including the front exterior lights.
- All windows and doors have been shut and locked.

ADDITIONAL TASKS FOR EVENTS THAT INCLUDE FOOD & BEVERAGES:

- Kitchen floors have been swept and mopped.
- All floors have been swept and mopped.
- Chairs and tables have been cleaned off and wiped down prior to properly storing.
- All countertops have been cleaned off and wiped down.
- The kitchen sink has been emptied, cleaned, and wiped down.
- The dishwasher has been cycled and emptied.
- Dishes, cups, and utensils have been washed and properly stored (where applicable).
- The stove top has been cleaned off and wiped down.
- The refrigerator has been cleaned and emptied.

I hereby certify that the above tasks have been completed.

Printed name of User or, if User is an entity, of authorized representative

Signature

date

Please report any damage or problems to Public Works at (760) 932-5440.

Exhibit "C"

COMMUNITY CENTER INSURANCE AND ALCOHOL REQUIREMENTS

1. Insurance

If alcohol is to be provided, served, sold, or otherwise present at an Event, then User must obtain Host Liquor Liability Insurance in the amount of one million dollars (\$1,000,000) per Event, with the County of Mono named as an additional insured. The coverage must be in a form acceptable to, and approved by, County Risk Management.

Listed below are some options that are available regarding securing the required insurance:

Home Owner's Insurance

Some insurance companies will provide a one day Special Event Liquor Liability rider to your Home Owners or Renters policy. The County of Mono must be named as an additional insured. Contact your local agent for information.

County Risk Management

Special Event Liability Insurance can be purchased from The County of Mono Risk Management Department. The costs vary depending on the event, number of people in attendance and number of days. Please contact Risk Management at 760-932-5405 at least fourteen (14) days prior to the event for information, an application or a quote.

Caterer's Insurance

If a caterer is supplying alcohol for your Event, then they must provide the County with a certificate of insurance naming the County of Mono as additional insured. Check with your caterer to see if they carry host or statutory liquor insurance.

Proof of insurance must be provided to the County of Mono at least seven (7) days before your event

2. Permits and approvals

If admission is charged for an Event at which alcohol will be present, or if alcohol will be sold at the Event, then User must also obtain the following permits or approvals and maintain them in force throughout the duration of the event:

- a. Permit from Alcoholic Beverage Control (Bakersfield, California)
- b. Mono County Sheriff's Department Approval...760-932-5279
- c. Mono County Risk Management Approval...760-932-5410

