# The City of MADERA

### REPORT TO CITY COUNCIL

Approved by:	Council Meeting of:	June 2, 2021
	Agenda Number:	B-12
Dino Lawson, Chief of Police		
Aulds Kodig		

### SUBJECT:

Facilities Use Agreement between the City of Madera and Madera County Superintendent of Schools(MCSOS)/Madera County Office of Education(MCOE)

#### **RECOMMENDATION:**

Arnoldo Rodriguez, City Manager

Adopt a Minute Order approving Facilities Use Agreement with MCSOS AND MCOE and authorizing the City Manager to execute Facilities Use Applications on an ongoing basis between the City and MCSOS/MCOE

### **SUMMARY:**

The MCSOS office has classrooms suitable for training of city employees, as well as various other facilities available for general use. The large size of these classrooms allows for appropriate social distancing of participants, not necessarily available in current City facilities. A Facilities Use Application must be submitted prior to the use of these classrooms.

### **DISCUSSION:**

The classrooms at MCSOS offices provide an excellent learning environment. They have many IT features desirable for satisfying adult learning concepts and extra room for creative seating arrangements. Currently, these classrooms are scheduled to be used by the police department for Principled Policing Training. However, that training, and future classes, are contingent on signing the Facilities Use Application and submitted proper insurance certificates. The requested action is to provide the City Manager with authority to sign MCSOS Facilities Use Applications on behalf of the City on an as needed basis going forward.

### **FINANCIAL IMPACT:**

The use of these classrooms can come with associated costs, although they are often times waved. An example of those costs would be a \$30 dollar cleaning fee.

### **CONSISTENCY WITH THE VISION MADERA 2025 PLAN:**

Adopting a minute order authorizing the City Manager to sign a use agreement for the Madera County Superintendent of Schools does not conflict with our Vision Madera 2025 plan.

### **ALTERNATIVES:**

Council may direct staff to not use these facilities for training.

### **ATTACHMENTS:**

1. Facilities Use Agreement



### Madera County Superintendent of Schools (MCSOS) Facilities Use Application

# COVID-19 GOVERNMENT/NON-PROFIT Organizations

- 1. FACILITY USER, please complete the attached Facilities Use Application;
- 2. Submit completed application, and all other required documentation, to:

Madera County Superintendent of Schools Kim Linderholm, Sr. Business & Administrative Services Assistant 1105 S. Madera Avenue Madera, CA 93637

Email: <u>klinderholm@mcsos.org</u> Fax: (559) 674-5448 Phone: (559) 662-6295

- 3. Application will be reviewed for permissible activity, availability and fees will be calculated.
- 4. Purchase Order/Check must be issued in order to secure the venue. Facility is not reserved until completed application, purchase order/check, and certificate of insurance are received by MCSOS, at least 14 business days prior to event.
- 5. Insurance Certificate and a separate "Additional Insured by Endorsement" (#CG20 26 04 13) must be provided 14 business days in advance of occupancy.
- 6. Prior to use, Operations staff will conduct a "Facility Pre-Use/After Use Inspection" with the FACILITY USER during normal business hours.
- 7. After use of facility, Operations staff will conduct a "Facility Pre-Use/After Use Inspection" with the FACILITY USER during normal business hours, immediately following the event.
- 8. An invoice will be sent to the contact listed in the application immediately following the event. If any other equipment or support is requested during the day of the event, it will be reflected in the invoice. Invoice is due and payable upon receipt.
- 9. Security deposit required when four or more rooms are being used (security deposit fee is \$50 per room). After the event and acceptable inspection, the security deposit will be released.
- 10. Cancellations by Applicant: 14 business days prior to event. If cancellation does not occur within this time frame, a 50% cancellation fee will be charged.
  - a. Cancellations during COVID-19 surge: If the Madera County Public Health Department, State of California, or Federal Government, determines that indoor gatherings are not permissible at the time of your event, the 14 business day cancellation policy will not be enforced and a cancellation charge will be waived.

l,	, understand and agree to the terms of this agreement.
understand that the complete	tive of the organization that is applying to use the facility. I further d Facilities Use Application, Certificate of Insurance (COI), and Additional CG20 26 04 13) must be completed in its entirety in order for the facility to
Signature, Title	Date

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REQUESTED FACILITY:	DATE OF REQUEST:
ADDUCANT INCODRACTION	
APPLICANT INFORMATION Name of Government/ Nor	-Profit Organization:
	Title:
	Evening/Weekend:
<b>EVENT INFORMATION:</b>	
Describe Purpose/Event:	
Does this event meet the c	urrent state and local COVID-19 guidelines for gatherings and can be
verified as a permissible ac	tivity?(yes/no)
- State current state	and local COVID-19 mandate regarding meeting size for the
permissible activity	(how many people can meet in a group setting):
- Current state and lo	cal COVID-19 guidelines for the following:
<ul> <li>Distance bet</li> </ul>	ween each participant:
<ul> <li>Are facemas</li> </ul>	ks required to be worn indoors by all participants?
<ul> <li>Are health s</li> </ul>	creening guidelines still in effect?
<ul> <li>Describe me</li> </ul>	thods of enforcement:
Date(s) Requested:	
	icipants:
Time of actual event: From	То
Time room will be booked	(include set up/clean up): From:To:
	on calendar):
	(See Indemnification section on page 5)
Purchase Order/Check Nun	nber: (Copy to be sent to Kim Linderholm)

REQUESTED SET UP:		
Banquet	Classroom	Theatre (chairs only)
		The state of the s
Block Group	Hollow Square	Solid Square
Other Style	and attach a drawing of your	set up if needed.

Requested space must meet all required mandates of local and state health officials? Yes No (example: 6 feet apart)

### ADDITIONAL EQUIPMENT RENTALS/SUPPORT:

MCSOS has equipment available to rent including technical support that may be requested for additional costs. Please place an "x" next to the item requested, and if available, the cost will be included on your invoice:

Item Daily Rental Rate	Description	Fee	X
Pantry Staging area, including	Pantry staging area is a shared area – this is not a food		
walk in fridge/freezer	prep room, however may be used for caterers to stage.	100	
Backdrop - for FULL stage	All 3 Sections	300	
Backdrop 1 Sections			
(12ftx4ft ea)	\$100 per 12ft section	100	
Cart	two-shelf cart on wheels	10	
	must supply own chart paper/markers (Chart Stand is No		
Chart Stand	Charge, available upon request)	0	
HDMI Converter Cable &			
Connection Cable to			
Projector	Connects User's Non-HDMI Laptop to MCOE's projector	50	
Ice Chest		10	
Lectern/Podium		20	
Media Technician Full Day		340	
Media Technician up to Half			
Day		170	
Mic & Soundboard/Speakers	either hand held, or lapel mic	120	

Mobile Beverage Bar	Dark Brown Mobile Beverage Bar	100	
Screen Splitter - only	operates dual projectors	50	
Stage - FULL 32'x8'	\$25 per section, each panel is 4x8, full is 8 sections for 32x8	200	
Stage - small 12'x8'	\$25 per section, each panel is 4x8, full is 8 sections for 32x8	75	
Star Phone for			
Teleconference	price includes media tech set up	20	
Tech Tree W/Screen Splitter	price does not include media tech support, however it		
(laptop, clicker, connections)	does include set up of equipment only.	100	
	PLEASE TOTAL YOUR ADDED EQUIPMENT HERE:		

☐ I will not be requiring any equipment or services.
Will Food/Non-Alcoholic Beverages be served at your event: ☐Yes ☐No
Is food/beverages/alcohol allowed to be served per current local/state health orders:
Will alcohol be served at your event?
"The alcoholic beverages are acquired, possessed, used, or consumed pursuant to a license or permit obtained under this division for special events held at facilities owned and operated by an educational agency, a county office of education, superintendent of schools, school district, or community college district at a time when pupils are not on the grounds. As used in this paragraph, "facilities" includes, but are not limited to, office complexes, conference centers, or retreat facilities" AB-2073 Alcoholic Beverage Control, Section 25608:a17
If you are selling alcohol, you must have a permit. ABC Permit Number:

If your event is catered, FACILITY USER will need to make arrangements to be at the facility to receive delivery of food, and/or linens, etc. MCSOS is not authorized to receive, and/or sign for receipt of any items on your behalf. Items must be picked up immediately following your event.

APPLICABLE FEES (Government/Non-Profit Fee Schedule below): Madera County Superintendent of Schools (MCSOS)/Madera County Office of Education (MCOE) is permitted to charge reasonable fees to recover costs associated with facility use; based on half day, full day, or after hours. The chart below lists rental fees and other COVID19 related fees below.

### MADERA COUNTY SUPERINTENDENT OF SCHOOLS FACILITIES USE RATES WORKSHEET

GOVERNMENT/NON-PROFIT RATE (Cost Recovery)

Normal Meeting room Hours are Monday - Friday 8am - 9pm

(Excluding MCSOS/MCOE Holidays)

2017-18\*

Conference Center Rooms	Seated Theater Capacity	Inc ho	lf Day ludes 1 ur stodial	Inc ho	l Day ludes 2 urs todial	COV	Fee – ID19 Ining	Number of Days Requested	Other Costs	Total
Room 1	60	\$	75.00	\$	150.00	\$	30.00			
Room 2	60	\$	75.00	\$	150.00	\$	30.00			
Room 3	60	\$	75.00	\$	150.00	\$	30.00			
Room 4	60	\$	75.00	\$	150.00	\$	30.00			
Room 5	60	\$	75.00	\$	150.00	\$	30.00			
Room 6	60	\$	75.00	\$	150.00	\$	30.00			
Room 7	60	\$	75.00	\$	150.00	\$	30.00			
Room 8	60	\$	75.00	\$	150.00	\$	30.00			
Two Rooms	120	\$	150.00	\$	300.00	\$	60.00			
Half Center	300	\$	300.00	\$	600.00	\$	120.00			
Whole Center	700			\$	1,000.00	\$	240.00			

Additional Custodial time	\$25/hour	
Media Technician	\$340/day	(minimum half day)
After hours Utility Fee	\$60/day	(minimum half day)

<sup>\*</sup>Rates are effective July 1, 2017, for events following that date that were not already in an approved contract.

MCSOS staff will perform a deep cleaning after the event/meeting.

A FLAT additional charge of \$30 PER ROOM used will be applied – this cost includes the staff time and materials used for disinfecting.

Dependent upon local and state mandates on cleaning – FACILITY USER understands that MCSOS room surfaces, tables, chairs, counters, and door handles have been sanitized prior to arrival. FACILITY USER will follow any and all state and local sanitizing requirements during their event period, this may include FACILITY USER providing their own sanitizing wipes to wipe down surfaces throughout their event with an EPA approved cleaning/disinfecting wipe (Lysol Wipes, Clorox Wipe, or generic brand of either item). No other cleaning products or sprays may be used at the facility by the FACILITY USER. FACILITY USER's activities must conform to the minimum standards set forth in State and local County Health orders, and large group events and performances may need to be eliminated.

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<sup>\*\*</sup>Rates will be recalculated annually, or as per deemed necessary.

<sup>\*\*\*</sup>COVID19 Cleaning Flat Fee will be applied during pandemic.

CONDITIONS FOR USE OF FACILITIES: FACILITY USER agrees that Madera County Superintendent of Schools (MCSOS)/Madera County Office of Education (MCOE) make no representations or warranties as to the condition of the facilities which the FACILITY USER is entitled to use, and FACILITY USER agrees to take such property and facilities "AS IS." FACILITY USER acknowledges that it shall be its responsibility and obligation to ensure that the property and facilities are in proper and safe condition to be used for the purpose anticipated. FACILITY USER further acknowledges it's obligation to inspect such property and facilities before they are used and to take affirmative steps where necessary to warn users or rectify hazards in order to prevent injuries to property and person. FACILITY USER agrees to refuse the use of the property if unsatisfactory conditions are not rectified prior to scheduled use. FACILITY USER further acknowledges its obligation to abide by MCSOS/MCOE's rules, regulations, terms, and conditions for the use of facilities (see page 7 "Terms and Conditions"). By the Applicant's signature below, the FACILITY USER agrees to abide by all such terms and conditions, and further acknowledges that facility use is contingent upon compliance with these rules, as well as any rules specified by the facility site administrator.

**CANCELLATION:** MCSOS/MCOE reserves the right to cancel or amend room assignment.

**REQUIRED CERTIFICATION:** In accordance the Education Code Section 38135-38136, the FACILITY USER certifies by signature on this agreement that MCSOS/MCOE's property will not be used for the commission of any act intended to further any program or movement, the purpose of which is to accomplish the overthrow of the government of the United States or the State. This includes any acts such as by force, violence or other unlawful means, and that the FACILITY USER is not a communist-action organization or communist front organization required by law to be registered with the Attorney General of the United States. This certification is made under penalty of perjury.

REQUIRED HOLD HARMLESS AND INDEMNIFICATION: Except arising from or to the extent caused by the sole negligence of MCSOS/MCOE, MCSOS/MCOE shall not be liable for, and FACILITY USER shall indemnify, defend, and hold harmless MCSOS/MCOE and MCSOS Governing Board, agents, servants, and employees against and from any claim, demand, judgement, fine, award, loss, liability, damage, expense, charge or cost of any kind whatsoever, including but not limited to reasonable attorney's fees, professional fees and costs and liabilities incurred in or about the defense of any such claim or action or proceedings brought thereon (Collectively "Claims") that may arise out of, or is in any way connected to FACILITY USER's use of the premises or from the conduct of its business or from any activity, work, or other things done, permitted or suffered by FACILITY USER in or about the premises. FACILITY USER shall give prompt notice to MCSOS/MCOE of any casualty or accidents on the premises and any claims arising therefrom. FACILITY USER's obligations under this paragraph shall survive the expiration of this Facilities Application/Permit.

FACILITY USER agrees to keep and maintain a policy of liability insurance, including extended coverage for product liability in the minimum amount of one million dollars (\$1,000,000.00) for each occurrence and will provide the MCSOS/MCOE with a certificate evidencing insurance in the amount, naming MCSOS/MCOE as an additional insured and specifying that the coverage will not be canceled or modified without thirty (30) days prior written notice to the MCSOS/MCOE.

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If any group activity results in the destruction of MCSOS/MCOE property, the FACILITY USER will be charged an amount necessary to repair the damages, and further use of facilities may be denied. In addition, any permissive user under the Civic Center Act using MCSOS/MCOE facilities or grounds shall be liable for any injuries resulting from the negligence of that group during the use of those facilities or grounds.

<b>ACKNOWLEDGEMENT AND AGREEMENT:</b> I have read this application and agree to the terms.				
AUTHORIZED FACILITY USER SIGNATURE:Authorized Facility User Printed Name:				
DO NOT	WRITE BELOW THIS LINE			
Facility User Name:				
Event Date:	<u></u>			
MCSOS/MCOE APPROVALS: (Y/N)	Appropriate activity			
	Facility available on date(s) requested			
	Equipment reserved			
	IT Set-up or support reserved			
	Insurance certificate received			
	Additional Insured Endorsement received			
	Additional custodial scheduled if applicable			
	Alcohol permit received, if selling alcohol			
	Purchase Order/Check received			
	Name of security company if applicable:			
_	Security deposit received (security deposit fee is \$50			
	per room when four or more rooms are reserved)			
MCSOS/MCOE Authorized Signature:	DATE:			
MCSOS/MCOE Comments/Conditions (	optional):			

#### **SECTION I**

### **GENERAL RULES REGULATIONS GOVERNING THE USE OF THIS FACILITY**

- 1. Any food related items may not be sold without applicable food permits from the local environmental health department/public health department.
- 2. Display or signs must be approved by MCSOS/MCOE.
- 3. Use of alcohol is prohibited, unless the requirements for serving/selling alcohol have been met.
- 4. Tobacco, drugs and other intoxicants are absolutely prohibited.
- 5. No smoking shall be permitted on the premises, including exterior and adjoining school properties.
- 6. No gambling shall be permitted on the premises.
- 7. No program shall contain matter which might tend to cause a breach of the peace, incite to riot, or which constitutes subversive doctrine or seditious utterance or which agitates for changes in our form of government or social order by violence or unlawful method.
- 8. If free use is granted as provided in the Civic Center Act, the meeting shall be non-exclusive and shall be open to the public. Fees may be charged for other services.
- 9. FACILITY USER shall not move walls or change room configuration.
- 10. Applicant's organizations shall be responsible to properly supervise all attendees. Youth organizations must have adequate adult supervision and sponsorship (refer to Security Section III).
- 11. Only MCSOS/MCOE-provided systems may be used for hanging items or materials on walls. User may not use any glitter, nails, tacks, pins, staples, or tape that can damage the surface of walls. No items may be hung from the ceilings, walls, or divider tracks.
- 12. Tables may not be stacked or leaned against walls.
- 13. From time to time, MCSOS has emergency drills. FACILITY USERS and guests are expected to participate and take drills seriously. During an evacuation, FACILITY USER host will bring with them their meeting sign in sheet for roll call purposes.
- 14. Use of buildings or grounds may be granted for a limited period of time. All applications are reviewed on a yearly basis. MCSOS/MCOE may revoke an application at any time at their discretion.
- 15. This permit is not transferable.

### SECTION II INSURANCE

FACILITY USER shall furnish MCSOS 14 business days in advance of occupancy and PRIOR TO THE ISSUANCE OF THIS AGREEMENT, a "Certificate of Insurance" and an "Additional Insured Endorsement", naming MCSOS/MCOE, its Board Members, officers, employees, agents and volunteers as Additional Insured to the Applicant's Commercial General Liability insurance policy 14 days in advance of using MCSOS/MCOE property. Said Insurance shall be issued by an insurance company admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A-/VII" in the Best Insurance Rating Guide. If Non-Admitted insurance is provided, then the acceptability shall be subject to review and determination by MCSOS/MCOE's authorized representative. Required insurance shall include:

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- A. Commercial General Liability insurance which shall include contractual, products and completed operations coverage, bodily injury and property damage liability insurance with combined single limits of not less than \$1,000,000 per occurrence.
- B. Workers' Compensation insurance as required under the California Labor Code.

Nothing herein in observing the minimum insurance requirements shall serve to imply or reduce the FACILITY USER's liabilities or obligations for liability under the indemnification provision of the Permit and Agreement.

### SECTION III SECURITY

Security may be required for all functions. FACILITY USER is recommended to contract with a security company from MCSOS pre-approved list (see page 12). Security is to begin at start of event and remain in effect until event concludes. One security guard for every 50 people and one extra guard for the parking lot are required by City Ordinance. The hired security company has the authority to end an event for any of the following reasons: if number of people exceeds the number of people on security agreement and/or facility use agreement; if participants are using drugs; if under aged participants are consuming alcohol; or if the public's safety is at risk. MCSOS/MCOE has the ultimate authority to determine the number of guards for each event.

If FACILITY USER's event is serving alcohol, Madera City Ordinance mandates that security must be present: "for any dance, rally, fund raiser or event at which alcohol will be served, the private security service shall advise the facility at which the event is booked that the city requires a minimum of two security persons for every 100 people in attendance..."3-12.10 Supervision and Regulation (b).

"The alcoholic beverages are acquired, possessed, used, or consumed pursuant to a license or permit obtained under this division for special events held at facilities owned and operated by an educational agency, a county office of education, superintendent of schools, school district, or community college district at a time when pupils are not on the grounds. As used in this paragraph, "facilities" includes, but are not limited to, office complexes, conference centers, or retreat facilities..." AB-2073 Alcoholic Beverage Control, Section 25608:a17

### SECTION IV DAMAGE TO MCSOS/MCOE PROPERTY

FACILITY USER agrees as an organization, its officers, and as an individual to be jointly and personally responsible for all damage to MCSOS/MCOE Property that may arise during or by the permitted activity.

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- 1. At no time shall there be more people admitted to the facility or any room thereof than the legal seating capacity allows.
- 2. No flammable decorations shall be used unless flame resistant or flame proof in accordance with the State Health and Safety Codes.
- 3. No blocking or obstructing exits.
- 4. No device that produces flame, spark, smoke or explosion (including fireworks) shall be used on the premises.
- 5. Outdoor cooking units must have prior written approval by MCSOS/MCOE.
- 6. ALL event participants are expected to participate in MCSOS/MCOE disaster and fire drills should they occur during meeting time. In the event of an earthquake, participants are required to duck, cover, and hold until the movement stops. In the event of a fire, participants are to evacuate the building by the nearest exit in an orderly manner.

### SECTION VI FACILITY USERS

The use of MCSOS/MCOE facilities shall be determined, in part, based upon the availability and priority order. The priority order for usage is as follows:

- 1. MCSOS/MCOE Activities
- 2. Student Body Activities or Student Events
- 3. Other Public Entity Activities
- 4. Non-Profit Organization Activities
- 5. Community Activities
- 6. For-Profit Business Activities

Pursuant to the Civic Center Act, Government Code Section 38130-38139, the use of school buildings, grounds, and equipment, shall be granted, when an alternative location is not available, to non-profit organizations and clubs or associations organized to promote youth and school activities, including but not limited to: Girl/Boy Scouts, Campfire, Parent-Teacher Associations, and School Community Advisory Councils. Such permissive use shall not apply to any group that uses school facilities or grounds for fundraising activities that are not beneficial to youth or public school activities, as determined by MCSOS/MCOE. All other users may be granted use of the facility if the purpose is for public, literary, scientific, recreational, educational, or public agency meetings.

FACILITY USERS holding functions or meeting where admission fees are charged or contributions are solicited, and the net receipts are not expended for the welfare of the pupils of MCSOS/MCOE, or for charitable purposes, shall be charged by MCSOS/MCOE an amount equal to fair rental value of the property.

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### **SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	
(District name and address should be listed here)	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
  - In the performance of your ongoing operations; or
  - In connection with your premises owned by or rented to you.

#### However:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

## Madera County Superintendent of Schools Approved List of Security Companies (In no particular order)

Company Name	Contact Information
Madera Private Security Patrol	910 W. Yosemite, Madera
	(559) 662-1546
Zaks Security	1906 Howard Road, Madera
	(559) 673-1010
Sterling Security Service	2350 W Shaw Ave., Fresno, CA 93711
	(559) 275-2035
Falcon Private Security	1555 West Shaw Ave., Fresno, CA 93711
	(559) 226-1990