

**MOORPARK CITY COUNCIL
AGENDA REPORT**

TO: Honorable City Council

FROM: Jeremy Laurentowski, Parks and Recreation Director *JL*

BY: Jennifer Mellon Recreation and Community Services Manager

DATE: August 10, 2016 (CC Meeting of 09/07/16)

SUBJECT: Consider Request from The County of Ventura to Co-Sponsor Poll Worker Training Arroyo Vista Recreation Center and Waive the City's Facility Rental Fee

DISCUSSION

The City has received a written request from the County of Ventura (County) for the use of the Sycamore Room at the Arroyo Vista Recreation Center to hold poll worker training for the November General Election. The County will be training residents of Moorpark who are volunteer Election Officers that staff the polling sites in Moorpark during the General Election. During this election the City of Moorpark will also be holding an election for City Council Members and Mayor.

The training is free to the volunteers who will be working the polls. Staff believes that there is a direct benefit to the residents of Moorpark, as the election is open to all Moorpark residents of voting age. Additionally, the County is providing the election services for the City's General Municipal Election, including providing poll workers. The training will be scheduled on Thursday, October 13, 2016, from 9:00 a.m. to 5:00 p.m. The County will be holding two half-day training sessions with no more than 50 individuals per session. There may be some direct costs to the City for the set-up and takedown of the event. Staff estimates that it will take 1.5 hours total to set-up, takedown, and clean the facility. This will incur a cost of approximately \$52.50 in staff time. Staff is recommending that the City Council waive the facility rental fees, and require that the County pay for the City's direct staff costs. By waiving the rental fees for use of the facility, plus chairs and tables, the loss of revenue will total \$498.75.

STAFF RECOMMENDATION

Approve the co-sponsorship of the County of Ventura Poll Worker Training on October 13, 2016, waive the facility rental fees, and require that the County pay City's direct staff costs for the training.

Attachment



City of Moorpark, Recreation Division
ARROYO VISTA RECREATION CENTER
FACILITY RESERVATION APPLICATION

All areas of the application must be completed. Please print neatly.

Applications must be received a minimum of 30 days prior to requested rental date. A \$125 deposit is payable at time of application to hold reservations. Full payment is due 30 days prior to rental date to confirm reservation. Reservation dates on a Rental Permit may not span a time period of more than ninety (90) calendar days. If application is approved, a permit will be emailed or mailed to you. If application is not approved, you will be contacted by phone. **THIS IS NOT A PERMIT.**

APPLICANT INFORMATION

Last Name: Lunn First Name: Mark
 Date of Birth (MMDDYY): _____ Driver's License #: _____ Expires: _____
 Organization Name (if applicable): County of Ventura - Elections Division
 Business Government agency For-profit organization
 Non-profit organization: 501 (C) Number (required): _____
 Address: 800 South Victoria Avenue City/Zip: Ventura, CA 93009
 Home Phone: 805-654-3512 Cell Phone: _____
 E-mail Address: kim.goodenough@ventura.org

RESERVATION INFORMATION

Reservation Dates(s): 10/13/2016 Day(s) of the Week: (circle): M T W **TH** F S SU
 Start Time: 9:00 AM / PM End Time: 6:00 AM / PM
Set up and clean up times must be included in reservation. Rooms will not be unlocked until reservation start time.
 Is the activity: A private function (invited guests only) - OR - Open to the public (admission charged: ___ Yes ___ No).
 Type of Activity: Birthday Party Baptismal Party Fund Raiser Meeting Other: Poll Worker Training
 Estimated Total Attendance (including adults and children): 50 per class (2 Classes)

Rooms Requested:

Sycamore Room Jacaranda Room Kitchen Gymnasium Magnolia Conference Room

Equipment Requested: *Subject to approval; additional fees apply*

NONE Convection Oven Stage Risers (number: _____) Other: _____
 Chairs: 55 Tables: 60" Rounds _____ 6' Rectangle 7

Special Conditions: *Subject to approval. Restrictions and certain requirements may apply, including security deposits and insurance.*

NONE Disc Jockey/Band(s) Dance Floor/Stage Concessions/Food Vendors
 Caterer Sales/Vendors (describe): _____ Other (describe) _____

Insurance Requirement: Insurance is required for all facility rentals.

I will provide a Certificate of Liability Insurance and Endorsement through the organization's policy
 I will purchase insurance through the City. (Required for organizations without general liability insurance and all individuals.)

I certify that the above information is true and correct, and that all information regarding the above facility reservation has been disclosed. I further agree to immediately notify the Recreation Division if any of the above information changes.

Signed: *Mark Lunn* Date: 08/31/2016

Print Name: Mark A. Lunn

Title (if applicable): Clerk Recorder & Registrar of Voters

FACILITY RENTAL AGREEMENT

Right to Revoke or Deny a Permit: The City of Moorpark The City may revoke or deny a Rental Permit when it is determined by the Director or his/her authorized designee that the proposed use of the facility will not be in the best interest of the City. A Rental Permit may be revoked or denied for violation of any rule or regulation contained herein by the Renter, Renter's guests, attendees, employees, or vendors. Rental Permits may be revoked or denied if the Renter is found to have falsified or omitted information on a Reservation Application. If the City revokes or denies a Rental Permit for any of these reasons, all fees and deposits paid will be forfeited and the Renter may be suspended from future Rentals of any City facility.

Cancellations: Rental cancellations are subject to the following: a. For cancellations received ninety (90) days or more in advance of the Rental date, the City will refund all fees (except non-refundable fees) paid less a \$25 processing fee. b. For cancellations received between eighty-nine (89) and fifteen (15) days prior to the Rental date, the City will refund all fees paid (except non-refundable fees) less any costs incurred by the City, plus a \$100 cancellation fee and a \$25.00 processing fee. c. For cancellations received less than fifteen (15) days prior to the Rental date, the City will refund the security deposit only, less any costs incurred by the City plus a \$25 processing fee.

Responsibility for Damages and Clean Up: All or a portion of the security deposit may be retained for excessive clean up of the facility, any damage to the premises, additional staff costs not included in the fees paid, or if the Renter fails to meet any condition of the Rental. Should damage, cleanup or other expenses exceed the amount of the deposit, the Renter shall be billed for the difference. The Renter is responsible for moving all of their items at the end of their Rental. Items remaining behind will be disposed of and the staff time required to perform said task will be deducted from Renter's security deposit. Renter shall clear all tables, remove all decorations, sweep the floor, and place all trash and debris in lined trash cans provided by City. Food and spills on the floors should be cleaned. If any stains remain, costs incurred by the City for professional cleaning will be deducted from the security deposit. If the kitchen is used, the counter must be wiped down and cleaned. If cleanup exceeds one-hour, additional labor time will be deducted from the security deposit at a rate identified in the Facility Fee Resolution. Renter should inspect the area with the assigned City staff person after the event to identify any damages or misuse resulting from the Rental activity. The Director shall make the final decision on what portion of the security deposit will be refunded.

Insurance: The Renter must purchase liability insurance coverage through the City's provider for their Rental with limits of bodily injury and property damage of not less than \$1,000,000. Businesses and nonprofit organizations may provide their own insurance coverage in the same amount, with the City of Moorpark named as additionally insured. Insurance documentation including certificate of liability insurance and endorsement naming the City as additional insured, and in a format acceptable to the City, must be provided to the City thirty (30) days prior to Rental date.

Terms of Use: Renter agrees to obey all City policies, rules and ordinances, and State and Federal laws, including, but not limited to Health and Safety Codes. The City of Moorpark reserves the right of full access to all facilities at any time. *Facility will only be opened to the Renter with proof of identification. Facility will not be opened unless Renter is on the premises. The facility will not be opened prior to the start time of the rental.*

Keys: Keys to the facility will not be issued under any circumstances. Staff will be available during Rentals to accommodate any access needs by Renter.

Opening and Closing Procedures: The City will be responsible for opening and closing rented facilities. City staff will conduct a walkthrough of the facility with the Renter to note any previous unusual damage prior to the use.

Set Up: The City shall set up the facility for each Rental based on a diagram provided by the Renter. Set up diagrams shall be provided to the City no less than five (5) calendar days prior to the event. A fee shall be charged for equipment use and set up as specified in the Facility Fee Resolution.

Decorations: All decorations must be approved by the City and comply with Section 13 - 143 of the Health and Safety Code of the State of California as to flame proofing. The City shall also pre-approve location and method of installation. The use of nails, tacks, scotch/duct tape or staples are not permitted. Decorations and/or any type of wire or cord may not be hung or draped on any light fixture inside/outside the facility. Time for decorating must be included in the Rental time.

Vendors/Contractors: Renters must disclose any vendor, contractor, or subcontractor working their Rental including, but not limited to caterer, disc jockey, and entertainer, in the appropriate space on the Reservation Application. Failure to provide the required information will be considered falsification of the Reservation Application and may lead to the revocation of the Rental Permit and the loss of all fees paid including the security deposit. The City reserves the right to require Renter's vendor, contractor, or subcontractor to provide insurance, name the City additionally insured, and to sign a Hold Harmless and Indemnification provision. Vendors and contractors must hold a current Moorpark Business Registration.

Storage: Storage is not available with the exception of use of the refrigerator/freezer, limited to the hours of the permitted Rental. For use of the refrigerator/freezer, the kitchen must be rented and associated Rental fees paid.

Lost or Stolen Items: The City is not responsible for lost, stolen, or damaged property belonging to the Renter, Renter's guest and vendors, and any other persons participating in Renter's event.

Use of City Equipment: Tables, chairs, and other City property may be made available to individuals renting City facilities. Fees for use will be charged in accordance with the Facility Fee Resolution. This equipment is for use inside the facility only. The Renter is responsible for the condition of the City equipment at the end of the Rental. Damage to City equipment will result in a deduction from the security deposit consistent with the replacement costs of the equipment. All equipment must be used only for the purpose for which it was intended. Sitting or standing on tables is not permitted. Tables and chairs or other City property shall not be rented or loaned out for any purpose other than as part of an approved facility Rental.

Attendance and Facility Capacity: Renter agrees to ensure that the number of guests or attendees does not exceed the number declared on the Reservation Application and does not exceed the posted room capacity. Noncompliance with this obligation can subject the Rental to cancellation.

Tips and Gratuities: It is against City policy for any employee to receive any form of cash, gift, tip or gratuity.

Prohibited Items:

Alcohol: All alcoholic beverages are prohibited at Arroyo Vista Recreation Center and Gymnasium, including the parking lot and exterior of the buildings.

Smoking: Smoking is prohibited in all City facilities and within twenty (20) feet, or the minimum required by law, whichever is greater, of exterior doors and windows of the buildings.

Open Flame Devices and Fog Machines: All open flame devices and fog machines are prohibited.

Amplified Sound Systems: Persons wishing to use amplified sound shall make such a request on the Reservation Application and receive written authorization from the City. Persons permitted to use sound amplification equipment shall keep the sound level of such equipment at a reasonable level to avoid disturbing nearby residents. The determination of a reasonable sound level shall be the judgment of the City employee on duty and/or the law enforcement personnel and all instructions of such persons shall be complied with immediately. **Gambling:** Gambling, as defined by any Federal, State, or local law, is prohibited.

Bird Seed, Rice, Straw: Use of bird seed, rice, confetti, straw, hay, sand, glitter, and similar materials is prohibited.

Gymnasium Restrictions: Rental of the gymnasium is restricted to those activities appropriate to take place on hard wood flooring as determined by the Director. Only soft or rubber soled shoes may be worn in the gymnasium. No food or beverages, other than water, are allowed in the gymnasium. Any exceptions must be approved in writing by the Director or Director's designee.

Magnolia Conference Room Restrictions: This room is restricted to business meetings of Moorpark nonprofit organizations. No food or beverages, with the exception of water, are allowed in the Conference Room. The Conference Room may only be rented during regular facility hours.

INDEMNIFICATION: I, the Renter, hereby agree to hold harmless and indemnify City, its officials, agents, and employees, and its successors and assigns, from and against all claims, loss, damage, actions, causes of actions, expense and/or liability arising or growing out of loss or damage to property, or injury to or death of persons, resulting in any manner whatsoever directly or indirectly, by reason of this Agreement or the use of facilities or equipment by the Renter or any person claiming use under or through the Renter, unless such loss, damage, injury, or death is due to the sole negligence of the City. The Renter and all others using said facilities under this Agreement hereby waive any and all claims against the City of damage to persons or property in, or about said facilities.

I further agree to abide by all rules and regulations relating to use of City facilities.

Signed: Mark A. Lunn Date: 08/31/2016

Print Name: Mark A. Lunn

Title (if applicable): Clerk Recorder & Registrar of Voters

FOR CITY USE ONLY

TO BE COMPLETED BY STAFF PERSON ACCEPTING REQUEST

Staff name: _____ Reservation number: _____
Photo ID checked: _____ Address verified: _____ Information complete: _____ Form signed: _____
Number of attendees checked: _____ Deposit charged: YES NO Amount: _____

TO BE COMPLETED BY REVIEWER

Notes/ Conditions: _____

Reviewed by: _____ Signature: _____ Date: _____

TO BE COMPLETED BY APPROVER

Reservation Request is: Approved Denied Notes: _____

Approved by: _____ Signature: _____ Date: 272