

**MOORPARK CITY COUNCIL
AGENDA REPORT**

TO: Honorable City Council

FROM: Brian Chong, Administrative Services Manager 

DATE: September 15, 2016 (CC Meeting of 9/21/16)

SUBJECT: Consider Request from the Santa Monica Mountains Conservancy to Waive the City's Facility Rental Fee for the City's Community Center for Its Board and Advisory Committee Meeting on September 26, 2016

DISCUSSION

The City has received a request from the Santa Monica Mountains Conservancy (SMMC) for use of the Apricot Room and Citrus Room at the Community Center to hold a Board and Advisory Committee meeting on September 26, 2016.

On September 9, 2016, Governor Jerry Brown signed AB 2189, a City-sponsored bill that directs the SMMC to complete a study to determine appropriate areas in and around the City of Moorpark to be added to the SMMC's Rim of the Valley Corridor. Inclusion in the Corridor will make the City eligible to apply for grants and otherwise coordinate with the SMMC on areas of mutual concern, particularly the provision and use of open space.

On September 12, 2016, SMMC staff proposed scheduling the next SMMC Board and Advisory Committee meeting at Moorpark City Hall and including a driving tour of the Moorpark area as part of the Board's agenda for its September 26 meeting. Accordingly, the SMMC has requested use of the Apricot Room and Citrus Room at the Community Center, from 4:00 p.m. to 10:00 p.m. The SMMC estimates that no more than 50 people, including members of the public, will be present for the meeting. There may be some direct costs to the City for the setup and take-down of the chairs and tables; however, staff is recommending waiving approximately \$53 for the staff time since the City is part of the SMMC. Waiving the rental fees would result in \$690.00 of lost revenue.

STAFF RECOMMENDATION

Approve the request and waive the City's Facility Rental Fee for the Community Center for a Santa Monica Mountains Conservancy Board and Advisory Committee meeting on September 26, 2016.

Attachment: Moorpark Community Center Rental Application

MOORPARK COMMUNITY CENTER RENTAL APPLICATION

Applicant/Organization Santa Monica Mountains Conservancy Today's Date: 9/15/16

Address: 5700 Ramirez Cyn Road City: Malibu Zip: 90265

Contact Person: James Yeramian Phone: 818-44-7045 Email: yeramian@smmc.ca.gov

Room Rental: Apricot Room Citrus Room Kitchen

Event Date: 9/26/2016 Hours: 4P - 10P
(to include set up and decorating time needed)

Type of Event Gov. Board Meeting Estimated Attendance 50

Will alcohol beverages be served? No Serving shall be stopped at 7PM a.m. / p.m.
(Alcohol must stop being served 1 hour prior to the end of the event)

Will food be served? Yes Will live entertainment be provided? No
(Music must stop 30 minutes prior to end of event)

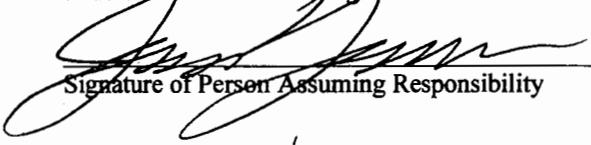
Please describe the type and group name of entertainment _____

Security firm name n/a Phone No. _____

The Clean-up/Security Deposit Refund will be returned by mail approximately 30 days after the event.

Any additional clean up required to be performed by the City, or any damage, will be deducted.

The applicant upon execution hereof agrees to abide by all City of Moorpark rules, regulations, terms, and conditions set forth herein and shall assume full and complete responsibility for the City facility rented, and for any civil liabilities arising from the use of such City facility(s). Failure to observe and abide by facility rules and regulations may be grounds for revocation of permit, forfeiture or fees/deposit, termination of present activity and future building use. Applicant's signature is acknowledgment that he/she has received a copy of the facility rules and regulations, has read and understands the rules which govern the use of the Community Center and has received a copy of this application.



 Signature of Person Assuming Responsibility

9/15/16

 Date

Permit Submitted By - Authorized City Representative _____ Date _____

All Rental Agreements are contingent on final approval from an authorized City Representative

		For City Use Only	
Insurance Required:	<input type="checkbox"/> yes <input type="checkbox"/> no	Room Fee	\$ _____
	<u> </u> \$500,000 <u> </u> \$1,000,000	Kitchen Fee	_____
Security Required:	<input type="checkbox"/> yes <input type="checkbox"/> no	Charge for Chairs	_____
Alcohol Permit Required:	<input type="checkbox"/> yes <input type="checkbox"/> no	Charge for Tables	_____
Amplified Sound Permit Required:	<input type="checkbox"/> yes <input type="checkbox"/> no	Alcohol Use Permit	_____
Non-Profit Tax Exempt for 501(C)(3):	<input type="checkbox"/> yes <input type="checkbox"/> no	Insurance Fee	_____
	<input type="checkbox"/> yes <input type="checkbox"/> no	Other	_____
Set up Diagram Received:	<input type="checkbox"/> yes <input type="checkbox"/> no	Fee Total	_____
Hold Harmless Form Received:	<input type="checkbox"/> yes <input type="checkbox"/> no	Clean-up/Damage Deposit	_____
Group Category: 1 2 3 4		Grand Total	\$ _____

FACILITY RENTAL AGREEMENT

Right to Revoke or Deny a Permit: The City of Moorpark 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 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 less any costs incurred by the City, plus a \$100 cancellation fee and a \$25 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.*

Renter's Initials

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.

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. Non compliance 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:

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.

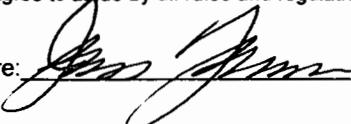
Open Flame Devices and Fog Machines: All open flame devices and fog machines are prohibited.

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.

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.

Signature:  Date: 9/15/16 Print Name: James YERAMIAN

FOR CITY USE ONLY: Reviewed by: _____ Date: _____

Permit is: Approved or Denied Notes: _____

Approved by: _____ Title: _____ Date: _____