



COUNTY OF SAN JOAQUIN
ROBERT J. CABRAL AGRICULTURAL CENTER

FACILITY USE POLICY

September 15, 2015 – Amended
September 11, 2008 – Adopted

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FACILITIES

The San Joaquin County Robert J. Cabral Agricultural Center was opened September 11, 2008. It houses the San Joaquin County Agricultural Commissioner, University of California Cooperative Extension, and the San Joaquin County Office of Emergency Services. In order to support the missions of the departments, the Agricultural Center also houses the Evelyn Costa Assembly Rooms with a full catering kitchen, and the Delta, Mokelumne, and Calaveras classrooms.

SECTION I: FACILITY USE POLICY

1. The Agricultural Commissioner may establish guidelines consistent with these policies and procedures as deemed necessary for the safe, efficient, and optimum use of the facilities at the San Joaquin County Robert J. Cabral Agricultural Center (hereinafter referred to as the Agricultural Center).
2. All facilities shall be managed by the Agricultural Commissioner's Office in accordance with the provisions of these policies and all applicable laws, regulations, and ordinances.
3. It is the wish of the San Joaquin County Board of Supervisors that "San Joaquin County" is included as part of the Agricultural Center's name when announcing, advertising, or promoting meetings and events at the Agricultural Center. As an example, "San Joaquin County Robert J. Cabral Agricultural Center."
4. The Agricultural Commissioner shall be responsible for the coordination and interpretation of the policies regarding the use of the Agricultural Center facilities.
5. No activity shall be permitted that is in violation of any law, regulation, or ordinance.
6. No part of the Agricultural Center may be entered or used that is not specifically listed on the approved Facility Use Agreement.
7. The Agricultural Commissioner or Designee has the right to enter facilities at all times during periods covered by the Facility Use Agreement or other agreements as deemed necessary.
8. Persons employed by the renter of Agricultural Center facilities shall be the responsibility of the renter. This includes but is not limited to caterers, speakers, and entertainment.
9. No structure, electrical modifications, or mechanical apparatus may be erected or installed on the Agricultural Center property without specific written approval by the Agricultural Commissioner or Designee. Persons and organizations granted the use of the Agricultural Center facilities shall assume full responsibility for compliance with all applicable laws, regulations, ordinances, and use policies.
10. Cleanup, Setup and Damage
 - a. Agricultural Center facilities shall be left in a clean and orderly condition.
 - b. If required, San Joaquin County (hereinafter referred to as County) shall supply labor for setup and cleanup of tables, chairs, stage, audio-visual equipment, and audio

equipment at the renter's expense. The renter is responsible for setup and cleanup of all other event or meeting items such as decorations, table coverings, food items, event equipment, etc.

- c. Renter accepts full responsibility for lost or stolen items, breakage, or damage to property or structures and for the deportment and conduct of those attending the function for which the facility is requested. Renter assumes all risks incident to or connected with its operation under the Facility Use Agreement and shall be solely responsible for liabilities arising from accidents or injuries to persons or property resulting from the function or activity.
 - d. Renters using Agricultural Center facilities shall be responsible for the condition in which they leave the facilities. Any abuse or misuse of facilities shall be reported immediately to the Agricultural Commissioner or Designee. When appropriate, a charge for damage or loss of Agricultural Center property will be established by the Agricultural Commissioner. Failure to immediately pay for damage shall be grounds for denial of future facility requests. Any abuse or misuse of Agricultural Center facilities may be grounds for refusal of future facility requests.
 - e. The individual signing the Facility Use Agreement for Agricultural Center facilities must be at least 18 years of age and an authorized representative of the organization. Furthermore, the individual signing the Facility Use Agreement shall, as a condition of use, agree to be held financially responsible for the loss or damage to Agricultural Center property.
11. Renter must complete and return the Room Use and Clean-Up Check List following the use of the Agricultural Center facility.
12. Decorations
- a. All draperies, hangings, curtains, drops and all decorative material used with or upon the Agricultural Center grounds shall be flame-proofed prior to installation. All decorations may be subject to approval by the Agricultural Commissioner or Designee and/or Fire Warden of San Joaquin County. Lighted candles, fuels and hazardous materials will not be allowed in the facilities.
 - b. Any materials placed on the walls during meetings shall be attached with painters tape. Push pins, nails, staples or any materials which might leave marks or holes are strictly prohibited.
 - c. Tacks or push pins may only be used on bulletin boards.
13. Kitchen Use

- a. There is a kitchen adjacent to Evelyn Costa Assembly Room 3 for rent. The kitchen has a refrigerator, oven, stoves, warming racks, and three large sinks. There is an ice machine available for use as well as a large coffee-maker.
- b. User must supply all utensils, dishes, glasses, serving ware, towels, oven mitts, paper towels, etc.
- c. Barbecues are allowed in certain areas, but arrangements must be made with the Agricultural Commissioner's Office prior to rental and must be listed on the application.
- d. Food and food items left in the kitchen after the rental period of the Facility Use Agreement will be disposed of.
- e. The demonstration kitchen in the Calaveras Room is **not** available for rent and is not included in the Calaveras Room rental. It may not be used by groups renting the Agricultural Center facilities.

14. Alcoholic Beverages

- a. Alcohol can be served, free of charge, to the guests of a private party.
- b. Should renters wish to offer alcohol for sale, or charge admission to an event where alcohol will be provided, they must either use a caterer that has a liquor license or a temporary license must be obtained from the California Department of Alcoholic Beverage Control.
- c. Any renter wishing to serve alcohol must complete the Request to Serve Alcohol Application and receive written permission from the Agricultural Commissioner prior to the event.
- d. When alcohol is served, at least one security guard must be present for the time period of one hour before the event to one hour after the event or until all the participants have left the premises. For groups greater than 200, two security guards are required. (*See 15. Security below*)
- e. When alcohol is served to groups of 75 or less without charge and there is no bar, the requirement for a security guard may be waived at the sole discretion of the Agricultural Commissioner.

15. Security

- a. The Agricultural Commissioner shall require security as a condition of use whenever it is required by these policies or deemed to be in the best interests of San Joaquin County.

- b. When security guard(s) are required by these policies and procedures, the renter will provide security guard(s) at the renter's expense and provide a copy of the security guard contract.
 - c. Security guards shall be on duty one hour before the event to one hour after the event or until all the participants have left the premises.
 - d. At no time shall said security guards carry firearms while on County property.
16. Keys and/or key cards required to carry out any and all activities after regular business hours shall remain in the possession of the individual signing the Facility Use Agreement. Buildings shall be opened, attended, and closed by the individual signing the Facility Use Agreement unless other arrangements are made in writing with the Agricultural Commissioner or Designee.
17. Loading zones are for loading or unloading merchandise or persons. Park in regular parking stalls during functions. Do not block handicapped access or parking areas. Do not park in loading areas. The 30-minute parking limit for the parking stalls so designated shall apply between 8:00 AM – 5:00 PM, Monday through Friday, holidays excepted. Vehicles parked illegally may be cited or towed at owner's expense.
18. All facility buildings are non-smoking areas. Smoking is prohibited within 20 feet of all entrances and exits. All users must comply with current smoking laws.
19. Items brought in by the renter or others (example: florists, caterers) shall only be delivered during the times listed on the Facility Use Agreement unless prior arrangement was made in writing with the Agricultural Commissioner or Designee. Be sure to reserve enough time for setup and cleanup. County personnel will not receive or hold any items for the renter's meeting or event. The renter must be present to receive these items. All items must be removed by end of time scheduled for the renter's event. Items shall not be left for pick-up at a later time unless prior arrangement was made in writing with the Agricultural Commissioner or Designee.
20. Neither the County nor the tenants of the Agricultural Center shall be responsible for loss, theft, or damage to items left behind at the Agricultural Center.

SECTION II: RENTAL POLICY

1. The primary use of the Agricultural Center facilities is for the activities of its tenants and County Departments. (Any future agriculturally based tenants occupying the grounds will be granted use of the Facilities at the level below where they would normally be placed not to be lower than Group II.) Facilities when not in use or reserved for regularly scheduled activities may be rented; however, rental of the Agricultural Center facilities is limited to the following organizations or entities:

Group I: Agricultural Commissioner's Office, UC Cooperative Extension, and Office of Emergency Services or events directly related to the activities of these departments

Group II: Other San Joaquin County Departments, other public agencies, approved nonprofit organizations, and other non-commercial groups conducting meetings or events of general interest related to agriculture
(American AgCredit is grandfathered into this group)

Group III: Other public agencies, approved nonprofit organizations, and other non-commercial groups conducting meetings or events of general interest related to County government

Group IV: Commercial groups conducting meetings or events of general interest related to agriculture or County government

Group V: Commercial groups conducting business meetings or events

2. For users in Group I where no fees are charged, there shall be a responsible employee of the department in charge whose duties shall include the opening and closing of buildings and grounds, the operation of mechanical systems, the enforcement of these policies and procedures, and arranging for setup and cleanup. Excessive cancellations will not be allowed; reservations should only be made when the dates and times of events are known.
3. A deposit in accordance with the Fee Schedule shall be collected to pay for setup, cleanup and any replacement or repair of damaged equipment, furnishings, and property resulting from the renter's use of the facility.
 - a. The cost of janitorial labor used for setup and cleanup will be deducted from the renter's cleaning deposit. Should the cleaning deposit not cover the labor cost for these activities, the renter shall pay the difference.
 - b. Deposits are in part or totally refundable depending upon the results of a staff inspection of premises to determine County costs associated with renter's use for setup, cleanup, or repairs. Actual costs for replacement or repair of equipment, furnishings, and property shall be assessed against the deposit. If costs exceed the deposit, then the County shall seek restitution from the renter.

- c. In the event the Agricultural Commissioner should determine the need for a security/cleaning deposit in excess of those indicated in the Fee Schedule, the Agricultural Commissioner will set the amount of excess required and notify the applicant. The applicant has the right to appeal, using the same process as outlined in Section 21(b).
4. Those meetings or events that are likely to generate more refuse than the normal disposal capacity of the Agricultural Center can handle may be required to obtain an additional refuse container. The County will order the container and charge the actual cost of the container to the renter.
5. Persons wishing to rent the Agricultural Center facilities must fully execute a Facility Use Agreement prior to their use of the facility.
6. All applications for use of facilities shall be on application forms provided by the Agricultural Commissioner's Office. The Facility Use Agreement becomes effective only if approved by the Agricultural Commissioner or Designee.
7. Any person applying for the use of property on behalf of any group shall be a member of such applicant group, and unless he/she is an officer of such group, must present written authorization to represent the group.
8. The use of the Agricultural Center facilities shall not be granted to individuals or unrecognized groups for personal or private functions.
9. The Agricultural Commissioner shall have the right to revoke permission for use of the Agricultural Center facilities at any time when it is deemed in the best interest of the County.
10. For Groups I, II, and IV, permission to use Agricultural Center facilities shall not be granted for a period exceeding one year. For Groups III and V, permission to use Agricultural Center facilities shall not be granted for a period exceeding sixth months. For all groups, the number of events scheduled per organization shall not afford any person or organization a real or implied monopoly.
11. No persons shall be denied, favored, or discriminated against for any facility rental because of race, national origin, ancestry, color, religious or political opinions or affiliations, marital status, age, gender, physical handicap or medical condition or other non-merit factors.
12. The San Joaquin County Office of Emergency Services (OES), a tenant of the Agricultural Center, reserves the right to demand immediate occupancy to any or all facilities in the event of an emergency as determined by the OES Director. The County of San Joaquin and the tenants of the Agricultural Center shall not be held liable for any damages, inconveniences, or costs incurred by a demand for immediate occupancy by OES.
13. Agricultural Center facilities may be reserved by persons upon payment of the rental fee and applicable deposits in full. All rentals are subject to the following conditions:

- a. All reservations must be made at least 14 days in advance of the requested reservation date, unless the Agricultural Center can reasonably accommodate the requested reservation.
 - b. Once confirmed, all fees must be received within 14 days prior to the reservation date. If a confirmed reservation is not paid within this time frame the reservation may be canceled without notice.
14. All reservation cancellations will be assessed a \$50.00 cancellation fee. Additionally, the following shall also apply:
 - a. When a 14-day or more cancellation notice is received by the Agricultural Commissioner's Office, the renter will be refunded the rental fee and cleaning deposit, minus the cancellation fee.
 - b. If less than a 14-day cancellation notice is received, only the cleaning deposit will be refunded less any incurred janitorial fees for requested set-up, if applicable.
 - c. If the OES Director determines an emergency exists that requires the OES to occupy facilities in use or reserved by renter, the rental fee will be returned to the renter. Refund of the cleaning deposit will be at the discretion of the Agricultural Commissioner.
15. Persons may rent any facility regardless of the minimum number of people attending. Maximum attendance will be limited to the occupancy standards determined by the Fire Marshall.
16. The Agricultural Commissioner or Designee may, at his/her sole discretion, terminate a Facility Use Agreement for violation of applicable laws, regulations, ordinances, or policies.
17. Facilities may be reserved between the hours of 8:00 AM and 12:00 AM. (Exceptions may be granted only upon approval of the Agricultural Commissioner or Designee.)
18. Hours required by the renter for their setup and cleaning are inclusive with the reservation period at the rate specified in the Fee Schedule. However, those hours must be contiguous with reservation times. Hours required by these policies for setup and cleanup by the janitors are not included in the renter's reservation period.
19. The Agricultural Commissioner or Designee may limit or restrict facility use by controlling the type of activities. If deemed necessary by the Agricultural Commissioner, additional policies and procedures may be required to protect the County and the general public. The applicant has the right to appeal a decision pursuant to this section using the process outlined in Section 21(b).

20. Insurance Requirements

- a. Any person or organization renting County facilities who charges admission to the public in any form, sells alcoholic beverages, or where, in the judgment of the Agricultural Commissioner or Designee and County Risk Management, the risk of the event warrants such, must furnish the Agricultural Commissioner a certificate of general liability insurance including contractual insurance (and provision to serve alcoholic beverages if applicable) with bodily injury limits of at least \$300,000 for each person and \$1,000,000 for each occurrence and property damage limits of at least \$100,000 per occurrence (or such insurance with \$1,000,000 combined single limits) to a maximum of \$1,000,000 combined single limits per occurrence.
- b. The insurance certificate must name the County, its officers, agents and employees as additional insured for any and all losses, including, but not by way of limitation, attorney's fees and legal costs which the County, its officers, agents and employees may suffer by reason of use of the permit.
- c. Primary Coverage - For any claims related to this contract, the renter's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the renter's insurance and shall not contribute with it.
- d. Notice of Cancellation - Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the County.
- e. Waiver of Subrogation - Renter hereby grants to San Joaquin County a waiver of any right to subrogation which any insurer of said renter may acquire against San Joaquin County by virtue of the payment of any loss under such insurance. Renter agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not San Joaquin County has received a waiver of subrogation endorsement from the insurer.
- f. Verification of Coverage - Renter shall furnish San Joaquin County with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County at least five days before renter commences activities.
- g. Liquor Liability - If renter will be supplying alcoholic beverages, the general liability insurance shall include host liquor liability coverage. If renter is using a caterer or other vendor to supply alcohol that vendor must have liquor liability coverage. If renter intends to sell alcohol either the renter or vendor providing the alcohol for sale must have a valid liquor sales license and liquor liability insurance covering the sale of alcohol.

21. Denial of Facility Use Agreement

- a. The Agricultural Commissioner or Designee reserves the right to deny the Facility Use Agreement for previous violations of these rules or other actions as may be deemed detrimental to the operation of Agricultural Center facilities or public safety.
- b. If the Agricultural Commissioner or Designee denies the Facility Use Agreement, the applicant shall have the right to submit the Agreement to the County Administrator for review and approval. If the County Administrator denies the Agreement, the applicant shall have the right to appeal to the Board of Supervisors whose decision shall be final.

22. Failure to adhere to the terms and conditions of these policies and the Facility Use Agreement may result in the renter's function being terminated and denial of future use of the Agricultural Center facilities.

I acknowledge that I have read and understand this Facility Use, Rental and Fee Policy.

Signed: _____

Date: _____

Print Name: _____

Print Organization: _____

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