

Yolo County Housing

Lisa A. Baker, Executive Director

147 W. Main Street
Woodland, CA 95695

Woodland: (530) 662-5428
Sacramento: (916) 444-8982

BOARD OF COMMISSIONERS

Duane Chamberlain
Marlene C. Games
Michael H. McGowan
Matt Rexroad
Helen M. Thomson
Steven Tupolo
Mariko Yamada

DATE: August 7, 2008

TO: YCH Board of Commissioners

FROM: Lisa A. Baker, Executive Director

PREPARED BY: Janis R. Holt, Resource Administrator

SUBJECT: APPROVE FACILITY USE POLICY FOR YOLO COUNTY HOUSING COMMUNITY SPACE, PARKS AND FIELDS

RECOMMENDED ACTION:

That the Board of Commissioners Review and Approve the proposed YCH Facility Use Policy.

BACKGROUND / DISCUSSION

Through membership in CHARMA (California Housing Authority Risk Management Association), YCH has identified areas of potential risk in the use of YCH on-site facilities such as community rooms, parks and soccer fields. To mitigate that risk, YCH has instituted processes to transfer risk with suppliers, contractors, tenants, and users of public facilities to protect themselves and YCH against claims or judgments arising from their products, activities, or use of YCH facilities. Although these procedures have been followed, a formally established or defined policy related to this risk management process has not been instituted.

The attached Facility Use Policy provides YCH staff with guidelines and procedures to follow when approached by an agency or individual interested in utilizing facilities for the provision of services to public housing residents. This policy will inform "Users" of requirements for reservations, appropriate use, fees, insurance requirements, and provisions for working with minors.

Under the policy, which is included in your board packet, the Agency would:

- Comply with CHARMA and HAIG requirements;
- Establish guidelines and consistent procedures for YCH staff across all owned and/or managed properties;
- Provide "users" with a formal policy.
- Increase quality of services to residents and protections to minors.

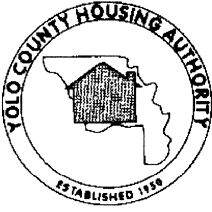
FISCAL IMPACT

No additional fiscal impact is anticipated at this time.

CONCLUSION

Staff recommends approval of the YCH Facility Use Policy

Attachments: Draft Facility Use Policy



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Facility Use Policy

I. Policy Statement

Yolo County Housing (YCH) facilities and grounds located at its resident complexes and migrant centers are used for YCH sponsored educational, recreational, cultural, civic, and social activities and programs. Additionally, the YCH makes use of its facilities for conducting the business of its appointed commissions, committees and work groups. The YCH also makes certain facilities available to the public for meetings, activities, events and services that meet the similar needs and interests of the residents. The Executive Director or his/her designee is authorized to interpret and implement the policies and rules contained herein.

II. Definitions

- a) Applicant/User – in a transaction involving the reserved use of YCH facilities, the individual or organization that will be responsible for all applicable fees, deposits, and compliance with facility and grounds use requirements.
- b) Facilities – refers to the community buildings and rooms owned, leased and/or managed by YCH.
- c) Grounds – refers to the athletic fields owned, leased and/or managed by YCH.
- d) Director – the YCH Executive Director or his/her designee.
- e) Site Supervisor – the YCH staff assigned the responsibility of the day-to-day operations of the building and/or field.

III. Office Hours

- a) Facilities – office hours for access to YCH facilities are 8:00am until 5:00pm Monday through Thursday. It is preferred that buildings be rented or reserved for use during normal business hours. Evening or weekend use will be subject to Site Supervisor and Executive Director approvals.
- b) Grounds – YCH athletic fields are open daily for YCH approved activities from sunrise until sunset. Unless hours are specifically extended by the YCH to accommodate a special event, no person shall remain on the soccer fields outside these identified hours.

IV. General Rules

- a) With respect to the YCH facilities and grounds, the following activities are **not** permitted:
- 1) Storage – to store personal property.
 - 2) Alcohol – to possess any can, bottle or other receptacle containing any alcoholic beverage that has been opened, a seal broken, or the contents partially removed.
 - 3) Refuse – to leave garbage, cans, bottles, papers or other refuse at any field or building other than in the receptacles provided. If no receptacle is provided, patrons are responsible to remove all waste and dispose of it in an appropriate manner.
 - 4) Animals – pets approved in advance by YCH management (approved resident-owned pets) and service animals assisting persons with disabilities are allowed on the premises. All other animals are not allowed on the premises.
 - 5) Smoking – is allowed in designated smoking areas only. If a designated area is not visible, individuals should smoke at a reasonable distance from building entrances or children at play to reduce the effects of second hand smoke.
 - 6) Additional rules and regulations are outlined in the Facility Use Agreement.

V. YCH Facilities/Grounds Available for Reserved Use

- a) The following facilities/grounds may be available for reserved use or rental:

Space and Type	Location
Community Room, 120 N. Cottonwood	Woodland
Community Room, Davis Migrant Center	Davis
Community Room, Madison Migrant Center	Madison
Community Room, Dixon Migrant Center	Dixon
Community Room, 62 Shams Way	Winters
Community Room, 685 Lighthouse Dr.	W. Sacramento
Community Room A, 147 W. Main Street	Woodland
Community Room B, 147 W. Main Street	Woodland
Computer Room, 1230 Lemen Ave.	Woodland
Computer Room, 685 Lighthouse Dr.	W. Sacramento
Computer Room, 62 Shams Way	Winters
Computer Room, Davis Migrant Center	Davis
Computer Room, Dixon Migrant Center	Dixon
Computer Room, Madison Migrant Center	Madison
Activity Room 1, Lemen Avenue	Woodland
Activity Room 2, Lemen Avenue	Woodland
Classroom 1, Dixon Migrant Center	Dixon
Classroom 2, Dixon Migrant Center	Dixon
Classroom 3, Dixon Migrant Center	Dixon
Community Garden, 664 Lighthouse Dr.	W. Sacramento
Senior Center space, 664 Lighthouse Dr.	W. Sacramento
Park/basketball court, 1230 Lemen Avenue	Woodland
Park, Davis Migrant Center	Davis

Park/basketball court, Dixon Migrant Center	Dixon
Park/basketball court, Madison Migrant Center	Madison
Playground, 1230 Lemen Avenue	Woodland
Playground, 62 Shams Way	Winters
Playground, 685 Lighthouse Drive	West Sacramento
Playground, Antelope Street	Esparto
Playground, So. Oak Grove Ave.	Knight's Landing
Playground, Sacramento & Washington St.	Yolo
Playground, Davis Migrant Center	Davis
Playground, Dixon Migrant Center	Dixon
Playground, Madison Migrant Center	Madison
Soccer Field, 62 Shams Way	Winters
Soccer Field, Davis Migrant Center	Davis
Soccer Field, Madison Migrant Center	Madison
Soccer Field, Dixon Migrant Center	Dixon
Soccer Field 1, Lemen Avenue	Woodland
Soccer Field 2, Lemen Avenue	Woodland

VI. Priority Use of YCH Facilities/Grounds

- a) Reasonable attempts will always be made to avoid scheduling conflicts, however, if clarification is needed, the following prioritization will apply to the use of YCH facilities/grounds:
- 1) YCH sponsored meetings, activities and events.
 - 2) Meetings, events, and activities sponsored by governmental or non-profit agencies working jointly with YCH.
 - 3) Approved requests from site residents.
 - 4) Local non-commercial user groups providing services to residents.
 - 5) Local non-commercial user groups providing services to the public.
 - 6) Local commercial enterprises and concerns providing services to the residents and/or the public.

VII. Reserved Use of YCH Facilities/Grounds

- a) Individuals or organizations may apply for reserved use of YCH facilities/grounds at least fifteen (15) days and no more than thirteen (13) months prior to the proposed event.
- b) To obtain reserved use of available YCH facilities/grounds, individuals or organizations must complete and return a Facility Use Application (Attachment B) and submit required deposits, permits, contracts, and insurance documents to the YCH office at least seven (7) days prior to the intended use.
- c) YCH staff will make a reasonable effort to accommodate each application, and will provide written confirmation of approval or denial within five (5) days of receipt of all required materials.

- d) User groups are not entitled to place signs, banners or other such materials on YCH facilities without prior written permission from the Executive Director.
- e) The YCH reserves the right to refuse to permit the reserved use of the facilities/grounds to individuals, groups, or organizations that have previously not complied with YCH requirements or regulations.
- f) The applicant must notify YCH of any cancellations at least forty-eight (48) hours prior to the scheduled event or activity.

VIII. Fees for use of YCH Facilities/Grounds

- a) Fee Schedule. Fees for reserved use of YCH facilities/grounds will be charged for the entire time the user group requires access to the facility/grounds, including time for setting up the event, cleaning up, etc. Fees are charged at fifty dollars (\$50) per hour for use of any one facility or ground.
- b) Deposits. When public facilities/grounds are rented or reserved, a refundable deposit may be required.

Community Rooms	Up to \$100 per use or per day
Athletic Fields	Up to \$100 per use or per day

If damage to YCH property occurs during use or if excessive clean-up is necessary after the use, the actual cost of repairs or clean-up will be deducted from the deposit. If the cost of repairs and/or clean-up exceeds the deposit amount, the user will be billed for the difference. If the user group remains in the facility/grounds beyond the scheduled time, the deposit will be forfeited and additional fees may be charged for the additional time in the facility/grounds.

- c) Setup and Breakdown. When available, the use of tables and chairs is included in the facility rental fee. YCH will provide set up and break down services.
- d) Fee Waivers or Fee Reductions. The Executive Director will make a determination on requests for fee waivers or fee reductions. The Executive Director may delegate this authority to the Regional Manager or Site Supervisor. Fee waivers or reductions may be granted if the applicant complies with all YCH requirements and the proposed use meets one of the following conditions:
 - 1) The activity or event is conducted by a local organization and the primary purpose of the activity or event is to provide services to the residents of the YCH housing complex where the facilities/grounds are located.
 - 2) The activity or event is of a community-wide interest or benefit, is conducted by a local public or non-profit organization, and will be open free of charge to all members of the local community who wish to participate.

If the recipient of a waiver or fee reduction does not strictly comply with all conditions regulating the use of YCH facilities, including adherence to approved entry and exit times, the user group will be responsible to pay all fees normally associated with such use.

IX. Security Requirement

- a) When YCH deems appropriate, the user may be required to contract with the local city or county law enforcement agency or other approved security company for event security. Proof of the contract for security must be on file in the YCH office at least seven (7) days prior to the event.

X. Insurance Requirements

- a) All organizations and agencies requesting reserved use of YCH facilities/grounds are required to procure and maintain for the duration of the agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the user's operations and use of the premises.
- b) The user shall provide and maintain general liability insurance for all activities on the premises with limits of liability of not less than \$1,000,000 General and Public Liability Insurance for bodily injury and \$1,000,000 for property damage. The insurance policy shall name YCH, its officers, officials, employees, volunteers, and agents as additional insureds. In addition, the insurance policy shall bear an endorsement precluding cancellation, termination, or reduction in coverage except after thirty (30) days prior written notice to YCH of such action.
- c) Verification of Coverage. The user shall furnish YCH with copies of the original certificates and endorsements, including amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the entity or on other than the entity's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by YCH prior to the use of the facilities/ grounds. This may apply to a one-time or multiple-use event and/or activity.
- d) All required insurance policies and endorsements are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by YCH.
- e) Upon a showing of good cause by the user, the Director, in his/her sole discretion, may waive the insurance requirements.

XI. Criminal Background Checks and Fingerprinting for Applicants Working with Minors

- a) User groups or individuals that will be providing services on YCH facilities/ grounds to residents or the public under the age of 18 years must provide proof of completion of a criminal background check.
- b) Each individual who provides services to minors must submit proof of a clear criminal record for the last seven (7) years and proof of a clear sexual offender record to be permitted to use YCH facilities/grounds.

- c) A list of all persons providing services to minors on behalf of the user along with proof of a clear criminal and sexual predator background check for each person must be provided to the facility site supervisor(s). Any individual who is not on that list will not be allowed access to the YCH facilities/grounds.

XII. Contacts

Resident Initiatives Coordinator: Connie Gomez, 530-669-2216, cgomez@ycha.org

Migrant Center Supervisor: Jorge Almeida, 707-678-7240, jalmeida@ycha.org

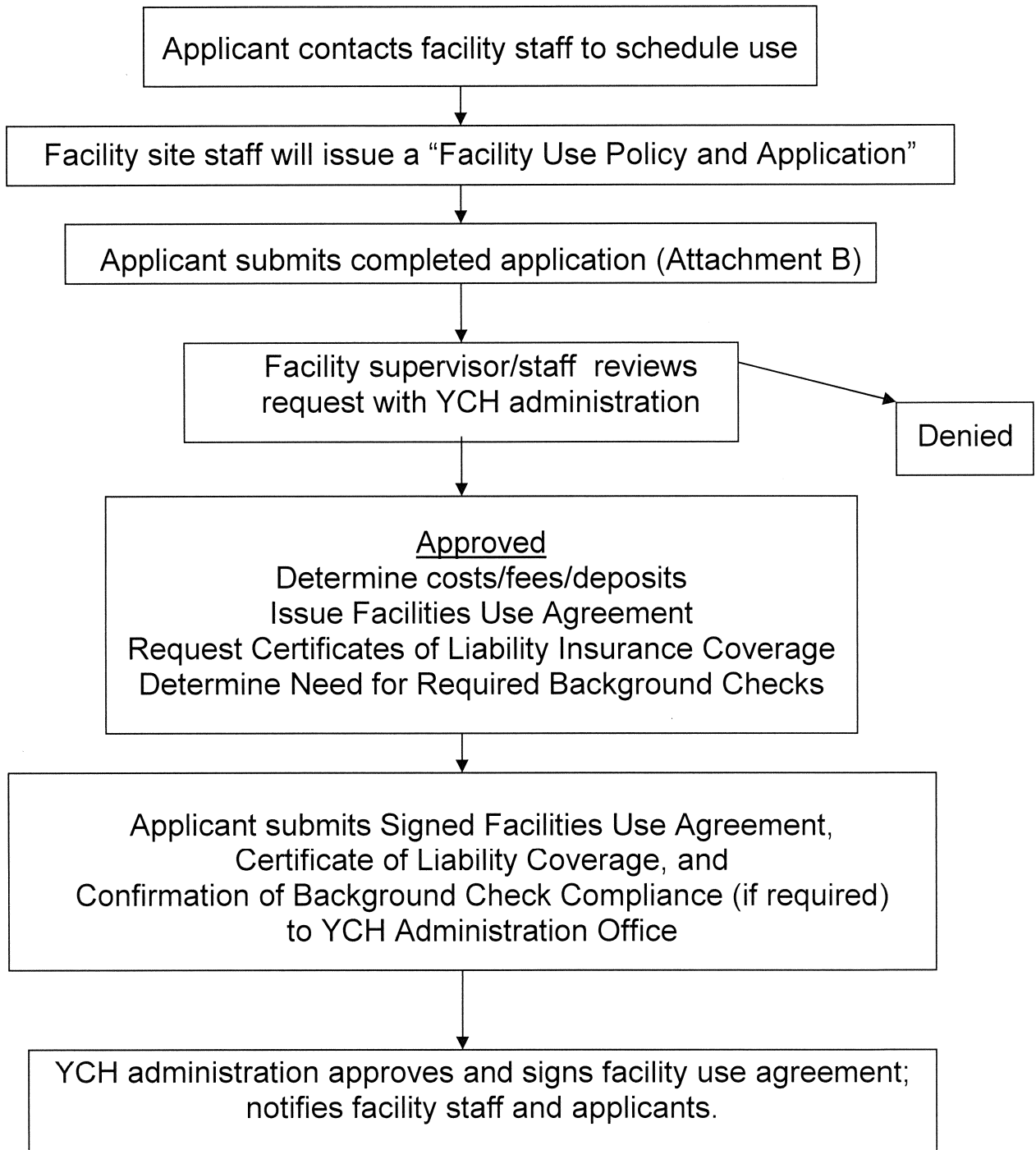
Resource Administrator: Janis Holt, 530-669-2211, jholt@ycha.org

Facilities Manager: Fred Ichtertz, 530-669-2240, fichtertz@ycha.org

XIII. Attachments:

- A) Facility Use Request Process
- B) Application
- C) Facility Use Agreement Template

Attachment A – YCH Facility Use Process



Documentation is maintained in YCH administration offices.



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APPLICATION FOR USE OF YOLO COUNTY HOUSING FACILITIES AND/OR GROUNDS

Applicant:

Type of Event/Service: _____

Name of Individual/Organization: _____

Contact Person: _____ Phone: _____ E-mail: _____

Address: _____ City _____ Zip Code _____

Facility/Activity Information:

Facility Requested: _____

Activity to be Conducted: _____

Purpose of Activity: _____

Event/Activity Date(s): _____

Day(s) of Week: _____ Time(s): _____

Approximate # of People Attending: Adults: _____ Children: _____ Total: _____

YCH Residents Only: Yes No Open to the Public: Yes No Fundraiser: Yes No

Admission Fee Charged: Yes No If yes, how much? _____

Equipment Needed (Chairs, tables, extension cords, etc.) _____

Food/Drinks (no alcohol allowed): Yes No

Decorations: Yes No

Amplified Sound: Yes No If yes, please explain: _____

Additional Information:

Applicant Agreement:

I, the undersigned, as applicant or on behalf of the applicant, certify that the information provided on this application is true and correct and hereby accept full responsibility for any breakage or damage to property or building, and for the conduct of those attending the function for which the facility/ground is requested. I agree to defend, indemnify, and hold harmless YCH, its officers, officials, employees, volunteers, and agents from any and all claims, demands, liability, damages, costs or expenses (including but not limited to attorney fees) in law or equity arising out or connected with the use of the facilities/grounds by me, my agents, volunteers, guests or invitees,, except where caused by the negligence or willful misconduct of YCH. If permission is granted, I, or my representative agree to be present during the entire use of the facility/grounds. My signature below signifies that I agree to abide by all of the conditions of this application, the Facility Use Policy and of any contract/agreement issued based on this application. I also agree to pay YCH all costs that YCH may incur as a result of any failure to comply with all of these conditions including damages caused by failure to leave the premises in a useable condition.

Signature

Date

Name: _____

Please Print

Do not write below this line, YCH official use only:

Requirements and Approval:

Facility Use Agreement: Yes No

Certificate of Insurance: Yes No Waived by: _____

Deposit Required: Yes No \$ _____

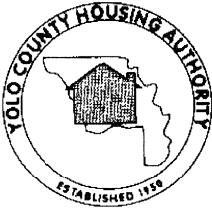
Security: Yes No

Other: _____

Facility/Grounds Supervisor Approval: Yes No _____
Signature

Facilities Manager Approval (if applicable): Yes No _____
Signature

Executive Director (or Designee) Approval: Yes No _____
Signature



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AGREEMENT NO. _____

(Facilities Use Agreement)

THIS AGREEMENT is made this _____ day of _____, 200_, by and between the Housing Authority of the County of Yolo ("YCH"), and _____ ("User"), who agree as follows:

TERMS

1. Facilities / Grounds. Subject to the terms of this Agreement, the User is hereby granted permission to use the following YCH-owned or operated facilities:

_____.
2. Period of Use. The permission hereby given to User shall be for the following period(s):

and such other times as may be approved in writing by the YCH Executive Director.
3. Permissible Use. User shall only use the facilities/grounds for the following activities:

_____.
4. Fee and Security Deposit. User agrees to pay YCH for use of the facilities the sum of _____ dollars (\$_____.). In addition, User agrees to pay the sum of _____ dollars (\$_____.) as a security deposit. The security deposit shall be paid at the time of signing this Agreement, and the user fee shall be paid fifteen (15) days prior to the event, unless YCH agrees to a later date.
5. Acceptance of Facilities. User accepts the facilities/grounds as being clean and in good condition and agrees to terminate its use of the premises on termination of the period of use in the same condition as when received, reasonable wear and tear excepted.
6. Duty to Repair. User shall be financially responsible for the repair and replacement of all YCH property and grounds damaged by User's use. Repairs or replacement made shall be to the satisfaction of YCH. User's responsibility extends beyond that of any security deposit made by User.

7. Waste; Quiet Conduct. User shall not permit any waste upon or to the facilities/grounds or engage in any activity that is unlawful or that constitutes a nuisance or disturbs the quiet enjoyment of employees, volunteers, contractors, or invitees of YCH. User shall not engage in nor permit any conduct or activity upon or in connection with the facilities/grounds that would increase the existing rate of insurance upon the premises of YCH and the facilities/grounds situated thereon, or any part thereof, or cause the cancellation of any insurance covering any such facilities/grounds.
8. Decorations. Decorations are limited to table arrangements and self-standing arrangements only. Decorations nailed, taped, stapled, or tacked on the walls or ceilings are not permitted. No smoke or mist devices allowed.
9. Alterations; Construction. No alterations shall be made to the facilities/grounds without the written approval of the YCH Facilities/Maintenance Manager. Any alterations or additions shall be at the sole expense of User. Any additions to or alterations of the premises except movable furniture and trade fixtures shall become, at once, a part of the realty and belong to YCH.
10. Alcoholic Beverages. Alcoholic beverages are not permitted in the facilities, in the common areas, or grounds.
11. Lights and Exits. For safety purposes, all lights must be kept on and exits must be kept clear at all times during the event.
12. Loss or Damage. User accepts all responsibility for any loss or damages from any cause to items belonging to the User's representatives, guests, service providers, or any other entities that are part of the User's event, including charges to change locks for lost keys or charges incurred due to alarm system misuse or other breach of building security.
13. Insurance Requirement. User, at its sole cost and expense, shall obtain and maintain throughout the entire term of this Agreement insurance coverage in the amount of \$1,000,000 General and Public Liability Insurance for bodily injury and \$1,000,000 for property damage. The insurance policy shall name YCH, its officers, officials, employees, volunteers, and agents as additional insureds. In addition, the insurance policy shall bear an endorsement precluding cancellation, termination, or reduction in coverage except after thirty (30) days prior written notice to YCH of such action.

The user shall furnish YCH with copies of the original certificates and endorsements, including amendatory endorsements effecting coverage required by this clause. The endorsements must be on forms provided by the entity or on other than the entity's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by YCH prior to the use of the facilities/grounds.

14. Indemnity. User shall defend, indemnify, and hold harmless YCH, its officers, officials, employees, volunteers, and agents from any and all claims, demands, liability, damages, costs or expenses (including but not limited to attorney fees) in law or equity arising out or connected with the use of the facilities/grounds performed by User, his/her agents,

volunteers, guests or invitees, except where caused by the negligence or willful misconduct of YCH.

15. Compliance with Laws. User shall comply with all applicable laws and regulations, including but not limited to any, which are promulgated to protect the public health, welfare and safety or prevent conflicts of interest. User shall defend YCH and reimburse it for any fines, damages or costs (including attorney fees) that might be incurred or assessed based upon a claim or determination that User has violated any applicable law or regulation.
16. Waiver. The waiver by YCH or any of its officers, agents or employees or the failure of YCH or its officers, agents or employees to take action with respect to any right conferred by, or any breach of any obligation or responsibility of this Agreement shall not be deemed to be a waiver of such obligation or responsibility, or subsequent breach of same, or of any terms, covenants or conditions of this Agreement.
17. Assignment. User shall not assign, transfer, convey, subcontract or otherwise dispose of this Agreement without the prior written consent of YCH.
18. Termination. This Agreement may be terminated by either party upon fifteen (15) days' advance written notice to the other party.
19. Notice. Except as otherwise provided in this Agreement, all notices shall be made by personal service, first class mail, or facsimile addressed as follows:

USER: _____
_____; facsimile number (____) _____.

YCH: Yolo County Housing, 147 W. Main Street, Woodland, CA 95695, Attention: Executive Director; facsimile number (530) 662-5429.

Any party may change the address or facsimile number to which notice is to be given by providing the other party with written notice of such change at least fifteen (15) calendar days prior to the effective date of the change. Service of such notices shall be deemed complete on the date of receipt if personally served or served using facsimile machines, or on the fifth (5th) day following deposit in the United States mail if sent by first class mail.

20. Public Records Act. This Agreement, including all attachments, shall be subject to disclosure pursuant to the California Public Records Act.
21. Governing Law. This Agreement shall be deemed to be executed within the State of California and construed in accordance with and governed by laws of the State of California. Any action or proceeding arising out of this Agreement shall be filed and resolved in a court of competent jurisdiction located in Woodland, California.
22. Amendment. This Agreement may only be amended in writing signed by both parties, and any other purported amendment shall be of no force or effect.

23. Entire Agreement. This Agreement constitutes the entire agreement of the parties, and no other agreements or representations, oral or written, have been made or relied upon by either party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above by affixing their signatures hereafter.

USER:

YCH:

User's Signature

Lisa A. Baker, Executive Director

Print User Name