

COUNCIL POLICY

<u>SUBJECT:</u> Rules and Regulations for Use of Park Facilities and the City's Show Wagon	<u>POLICY NO.:</u> 78-04	<u>DATE ADOPTED:</u>
	<u>AUTHORITY:</u> a) Resolution No. CC-0405-039... b) Resolution No. CC-1203-020 c) Resolution No. CC-1205-039 d) Resolution No. CC-1802-004	a) 5/3/04 b) 3/19/12 c) 6/4/12 d) 2/5/18

PURPOSE:

This policy establishes the rules and guidelines for the permitted use of the City's park facilities which include, Hogan Park, Hopper Park, Rudolph Park, Jane Addams Park Baseball Fields, Will Rogers Park Athletic Field, William Green Park Softball Field, William Green Park Community Room, William Anderson Baseball Field and Athletic Fields and the City's Show Wagon mobile trailer.

Reservations can be made for the Jane Addams Park Baseball Fields, Will Rogers Park Athletic Field, William Green Park Softball Field, William Green Park Community Room and the City's Show Wagon mobile trailer. Other areas within these parks and all areas within Hogan Park, Hopper Park, and Rudolph Park may be used on a first come, first served basis. The areas which may be reserved can be used by the public without a reservation if the area is available, unless the group is one of the following:

- Non-organized groups consisting of twenty (20) or more players involved in a sports activity;
- Organized teams practicing or playing games with more than five (5) people per team; and
- Groups wearing cleated athletic shoes at Jane Addams Park or William Green Park, other than for baseball activities taking place on baseball and/or softball fields. **Note:** The use of cleated athletic shoes is prohibited at Jane Addams Park and William Green Park athletic fields for any use other than baseball activities on a baseball and/or softball field.

Any group falling within the above categories must complete the reservation process and secure a permit to use the athletic field(s) for group sports activities.

Diane Bollinger Gymnasium is not owned by the City. Inquiries regarding the use of this facility should be made to the Lawndale Elementary School District.

Jane Addams Park Snack Bar.

Anyone desiring to use the this snack bar must obtain a permit from the City's Community Services Department, after obtaining written approval from the Los Angeles County Department of Public Health office for the type of use being sought, and providing proof of the required general liability insurance. A permit will only be granted in conjunction with a field use permit. The snack bar may not be used for fundraising or commercial purposes unless this exchange of money is approved by the City in writing and clearly stated on the use permit.

PORTABLE CHARCOAL FRILLS are NOT ALLOWED in ANY park. Gas-powered portable grills are allowed in City parks and charcoal briquettes may be used at any City-installed, built-in, stationary barbeque grill provided that the charcoal briquettes are contained solely within the applicable grill compartment.

Effective February 1, 2017 **JUMPERS and BOUNCE HOUSES are NOT ALLOWED** in any City-owned or controlled park.

Hours During Which Facilities May Be Reserved By the Public:

Jane Addams, William Green (including the Community Room), William Anderson and Will Rogers Parks:

School Days:

Monday through Friday: 3:00 p.m. to 8:00 p.m. or dusk, whichever is earlier

Week Days When School Is Not In Session:

Monday through Friday: 10:00 a.m. to 8:00 p.m. or dusk, whichever is earlier

Weekends and City-observed Holidays:

Saturday and Sunday: 10:00 a.m. to 8:00 p.m.

City-Observed Holidays: 10:00 a.m. to 5:00 p.m. or dusk, whichever is earlier

Show Wagon Mobile Trailer Reservations:

The Show Wagon Mobile Trailer may only be reserved by an entity on the list below that has submitted a completed application and complied with the application process described below, including the payment of any other required fees and/or documentation on or before 5:00 p.m. no less than one the business day prior to the reservation date.

The Show Wagon is not available for commercial or events with restrictions on attendance. The Show Wagon may only be reserved by entities meeting the following qualifications and for events benefiting the community.:

- Non-profit organizations recognized by the State of California and organized under Section 501(c)(3) or 501(c)(6) of the Internal Revenue Code that qualify as either a youth-based or a community-based organization as defined in Chapter 8.12 of the Lawndale Municipal Code;
- Schools located within the incorporated boundaries of Lawndale which are affiliated with or chartered by the Lawndale Elementary School District or the Centinela Valley Unified High School District;
- Government agencies operating within the City's boundaries; and
- Elected officials for events to be held within the City's boundaries.

The Show Wagon may only be used within the City's boundaries and up to one mile outside of the City's border. Use of the Show Wagon is limited to 5 days or less. Partial, pickup, and delivery days count as one day when calculating this 5 day maximum.

Use of City Facilities:

- No permit holder may sublet any portion of a City facility.
- A permit holder is responsible for all injuries or damages occurring at the City facility during his/her time of use.
- A permit holder must immediately report all personal injuries and damages sustained during use of the City facilities to on-site City staff.
- Individuals who intentionally or negligently damage property or display conduct that is potentially harmful to people and/or illegal shall be required to leave the City facility.
- No suggestion of City sponsorship or endorsement of an event or use of a facility may be made by the applicant or any user of a City facility without written authorization from the City Manager. This includes use of the City seal or other City symbols.

Uses Requiring Security:

The City will require security for any use of a City facility, for the duration of the permitted use and up to 30 minutes before and/or after the permit period, when the estimated attendance is 100 people or more. When security is required, security will be provided by the Los Angeles County Sheriff's Department, and arranged by the City. The cost of the security will be included in the permit costs to be paid prior to permit issuance.

APPLICATIONS:

An application for a permit to use a City park facility must be submitted in person at the Harold E. Hofmann Community Center, second floor reception office Monday through Thursday between 7:00 a.m. to 5:00 p.m. Applications will not be accepted by facsimile, email, or via US mail. Each application must be signed by an individual who is at least eighteen (18) years of age at the time the application is submitted.

Each City facility may only be used for the specific purpose identified in the Application for Facility Use only.

RESERVATION FEES:

Reservations for (1) the athletic fields at Jane Addams Park, William Anderson Park, Will Rogers Park and William Green Park, (2) William Green Park Community Room, and the (3) City's Show Wagon mobile trailer will be accepted from applicants who have (i) completed a "Facility Reservation Application for Outdoor Facilities", (ii) paid a non-refundable fee of twenty-five percent (25%) of the total applicable reservation fees ("Nonrefundable Deposit"), (iii) submitted proof of all required insurance, and (iv) obtained any required business or other licenses required by the City.

Non-Refundable Deposit:

The Nonrefundable Deposit for each reservation is: twenty-five percent (25%) of the sum of the hourly reservation rate for the applicable facility multiplied by the total number of hours of use stated on the reservation application. The Nonrefundable Deposit, which will be applied to the full rental fees

applicable when the room is used, is in addition to the security deposit, insurance documentation required, and any other fees which may be required in connection with said reservation.

Payment of Balance of Fees and City-Required Documentation:

The balance of fees required to secure a reservation is due no later than three weeks prior to the reservation if the reservation is made more than three weeks before the event. When a reservation is made less than three weeks before an event, payment of all applicable fees is due at the time the reservation is made. A reservation is not final until all fees are paid in full and all documentation required by the City has been provided to the City to the City's satisfaction. The failure to timely pay fees will result in a forfeiture of the applicant's Non-refundable Reservation Deposit and the facility will be made available to other interested applicants.

Payment Requirements:

All payments must be made in person at the Finance Department, located at City Hall, Monday through Thursday between the hours of 7:00 a.m. and 5:30 p.m., excluding City-observed holidays. The following forms of payment will be accepted*: cash, personal check, business check from the reserving entity, credit and/or debit card, money order and cashier's check. All checks, money orders and cashier's checks shall be made payable to the "City of Lawndale" at the time of payment. Post-dated checks will not be accepted. The City will charge the City's standard check return fee for any check(s) returned to the City for insufficient funds or other reason.

***Please note:** Reservation payments made less than 8 business days prior to a reservation must be made using cash, money order or cashier's check.

Extended Use Permits:

Extended use permits may not exceed a period of three calendar months unless approved in writing by the City Manager or his/her designee.

Commercial Activities & Fundraising Prohibited:

Because of the high demand for use of the City's facilities, priority for the use of City facilities is given to uses benefiting the community. For public safety reasons, **the use of City facilities for commercial gain**, such as events at which fees are collected for admission, or memberships, or at which any type of equipment, services, and/or goods are sold or offered for sale **is strictly prohibited**. Only non-profit 501(c)(3) corporations, community groups, and governmental entities may host events for fundraising purposes, including raffles, if all event tickets are sold off-site and no sale or offer for sale of event tickets, products, or may occur on City property. A reservation/event may be cancelled without refund for violation of this regulation.

Pre and Post Event Facility Inspection Process:

Each permit holder is required to acknowledge the condition of the space being reserved by signing the City's Condition of Facilities Form once the form has been completed by City staff at the beginning of the permitted use time and again at the conclusion of the reservation. By signing this form, the permit

holder is acknowledging that s/he has visually inspected the facility and confirmed the information on the form. Any discrepancies must be noted on the form at the time the discrepancy is noted.

The City may cancel a permit and/or impose additional costs as described in this policy when a permit holder: leaves a facility with damage or otherwise in an unsatisfactory condition; violates any laws including those in this policy; or for other reason which caused the City to incur additional costs as determined by the City.

Insurance Requirements:

When the use of a facility requires insurance, the applicant must provide proof of the required insurance or purchase general liability insurance through the City's designated third party insurance provider at the applicant's cost. All such costs, if any, will be included in the balance of reservation fees due to the City.

Cancellation of Permit(s):

Extended Use Permits: If an extended use permit holder fails to use a reservation space on 2 permitted dates without properly notifying the City in writing at least 5 days in advance of the reservation(s), the City may cancel the balance of the permit holder's reservation dates and the permit holder will be ineligible for future permit approvals for a period of one (1) year.

Every Permit: When a permit is cancelled 5 or more days before the permitted use date by the permit holder, the permit holder may submit a written request for a refund of refundable fees and a refund will be processed less the City's costs, if any. **Note:** The Non-Refundable Reservation Deposit will not be refunded under any circumstances.

A permit holder who fails to use a reserved facility without cancelling the reservation at least 5 days prior to the reservation forfeits their Non-Refundable Reservation Deposit but may apply for a refund of the balance of their permit fees less the City's costs.

Security Deposit Refunds:

After the required post-usage inspection discussed above, if the facility is found to be in satisfactory condition by the City, and the permit holder has not forfeited some or all of the deposit for one of the reasons described in this policy, the balance of the security deposit fees will be refunded through the City's standard warrants procedure less any additional charges incurred as described below. The refund process will begin no sooner than the first business day following said reservation or following the final reservation date for a permit issued for multiple dates. However, for fees paid by credit card, a refund cannot be processed sooner than 30 days after the reservation was paid.

Note: When an event is terminated for violation of any city, state or other agency's rules, including the rules regarding alcohol, no fees or deposits will be refunded.

Additional Charges As a Result of Facilities Use:

Events (a) not concluding their facility use, including clean up time, and exiting the facility upon the expiration of the approved permit time, (b) resulting in damage to a facility or equipment, or (c) leaving a facility in an unsatisfactory condition, shall be charged for all excess costs incurred by the City such

as, but not limited to: 1) payment for extra time at the facility; 2) staff time; 3) security costs; 4) cleaning costs and 5) repair or replacement costs. Such additional costs will be deducted from the permit holder's security deposit and any refund(s) may be delayed while such costs are being determined. Should the additional charges exceed the amount of the security deposit, the City will bill the permit holder for the excess amount, payment of which is due within 30 days of the date of the invoice. Failure to timely pay this bill will preclude the permit holder from reserving another City facility until payment has been made or a minimum of 3 years, whichever is longer.

Storage and Items Left Behind:

No permit holder, or his or her guests or vendors, may store any equipment or materials at any City facility without the prior written approval from the City and the City is not responsible for items left behind after or delivered prior to any permitted use. The City reserves the right to deny any deliveries that arrive prior to the approved reservation start time and the City may dispose of any items left behind in any manner deemed appropriate by the City.

Waiver of Use Fees:

Fee waiver requests must be submitted to the City along with a completed Application for Facility Use Form. Organizations that fit into one of the qualification groups below may receive a waiver of use fees for as many as 4 reservations per year (July 1 – June 30) **for an event or activity for the benefit of Lawndale residents and businesses:**

1. Non-profit organizations recognized by the State of California and organized under Section 501(c)(3) or 501(c)(6) of the Internal Revenue Code that qualify as either a youth-based or a community-based organization as defined in Chapter 8.12 of the Lawndale Municipal Code;
2. City sponsored or City affiliated organizations;
3. Schools affiliated with or chartered by the Lawndale Elementary School District or the Centinela Valley Unified High School District; and
4. Governmental agencies or elected officials representing Lawndale.

Only facility reservation fees are eligible for a waiver. Other fees, such as insurance, security deposits, event security fees and City staff time for reservations outside of City's normal facility hours cannot be waived.

Indemnification and Release:

All applicants will be required to acknowledge by signature the following indemnification clause when completing an Application for Facility Use. An application without a signature from the applicant acknowledging and agreeing to the indemnification clause will not be considered complete.

I, _____ (FULL NAME), on behalf of _____ (ORGANIZATION) understand that my use of the _____ (hereinafter "City Facility") exposes me to the risk of personal injury, death or property damage, as well as the risk of injury or damage to other people or

property. I hereby acknowledge that I am voluntarily requesting to use this City Facility and agree to assume any such risks on behalf of myself and the Organization and any participants in said use.

I hereby release, discharge and agree not to sue City of Lawndale and its officers, agents, and/or employees from and against any claim for any injury, death or damage to or loss of personal property arising out of, or in connection with, my and the Organization's use of the City Facility from whatever cause, including the active or passive negligence of City of Lawndale or any other participant in the use of the City Facility, other than an injury or damage arising out of the gross negligence or willful misconduct of City, its officers, agents, and/or employees.

In consideration for being permitted to use the City Facility, I hereby agree, for myself, my heirs and assigns and the Organization that I/the Organization shall indemnify and hold harmless City of Lawndale, its officers, agents, and/or employees from any and all claims, demands actions or suits arising out of or in connection with my/the Organization's use of the City Facility.

I HAVE CAREFULLY READ THIS RELEASE, HOLD HARMLESS AND AGREEMENT NOT TO SUE AND FULLY UNDERSTAND ITS CONTENTS. IF THIS APPLICATION IS BEING SOUGHT ON BEHALF OF AN ORGANIZATION, I AM DULY AUTHORIZED TO SIGN THIS RELEASE ON BEHALF OF THE ORGANIZATION. I AM AWARE THAT THIS IS A FULL RELEASE OF ALL LIABILITY AND SIGN IT ON MY OWN FREE WILL.

Applicant's Printed Name

Applicant's Signature

Dated