



Kensington Police Protection & Community Services District

Item #3

Date: October 14, 2021
To: Board of Directors
From: Rick Benson, Interim General Manager
Subject: Community Center Use and Fee Structure

Recommendation

It is recommended that your Board adopt the attached revisions/clarifications to the rental policy including the recommended insurance requirements.

Background

On June 29, 2021 your Board approved a revised master fee schedule for use of the Community Center. At that time your Board also directed staff to return with recommended modifications to the fee schedule to address timelines for rentals, insurance requirements and rates for ongoing use of the center by 501(c)(3) non-profit organizations serving the Kensington community.

On September 9, 2021 proposed revisions were brought to your Board. This included a flat rate charge of \$250 for nonprofit organizations meeting 13 to 40 times per year and a flat rate charge of \$500 annually for those meeting 13 to 40 times. After discussion, your Board tabled the matter and requested that it be reintroduced at this time.

Discussion

Attached for your review are the revisions/clarifications to the rental policy along with insurance requirements as recommended by District Counsel. These revisions provide a special rate for those non-profit organizations using the Community Center on a regular basis. Those organizations using the facility for up to 40 meetings each year will be charged a flat rate of \$175. Organizations using the facility for a Major Event will be charged \$300. As was discussed by your Board, a six-month reservation window is also included.

There is one other change from the previous recommendation. Since some community service organizations are not formally organized as a 501(c)(3) it is recommended that the description of organization subject to the reduced rate be changed to: nonprofit, service, fraternal, charitable, social, sports and other civic associations based in Kensington.

Attachment: Community Center Rental Policy for non-profit organizations and other Governmental Agencies

Community Center Rental Policy for Community Organizations
and other Governmental Agencies
Effective Date: January 1, 2022

1. **Policy #1: Advance Reservations for All Groups and Types of Reservations.**
The Community Center may be reserved up to 12 months in advance of a given event. For example, the community center could be reserved as early as January 1, 2022 for an event being held on December 30, 2022.
2. **Policy #2: Fee Structure for Community Organizations serving Kensington Residents.**
The annual fee structure is designed to offer nonprofit, service, fraternal, charitable, social, sports and other civic associations based in Kensington and that serve Kensington residents with a fee reduction for regular and consistent use of the community center and/or any of its rooms.

12 to 40 Community Organization meetings per year: \$175
Major Event: \$300
3. **Policy #3: Fee Payment Scheduler** Fiscal year 2021-22, a pro-rated payment will be due by January 30, 2022 (based on months that the Community Center was/is available for use). For all future fiscal years, full payment is due between July 1 and July 30 of the new fiscal year.
4. **Policy #4: Definition of 'Major Event' and Duration**
A "major event" for local Community Organizations consist of 50 or more attendees; and has a duration that does not exceed more than four hours in one day.
5. **Policy #5: Definition of Community Organizations "Meetings" and Duration**
A Community Organizations meeting is members and other attendees not to exceed 49 participants for more than two hours per meeting.
6. **Policy #6: Reservations - Other Government Agencies**
Other governmental agencies may reserve the community center for up to four hours per day cost free with the exception of elections. Election day usage may be reserved for the entire duration of election polling hours at no cost to the government agency (e.g., Contra Costa County).
7. **Terms of Rental** – All users of the community center shall sign an agreement regarding the terms of usage, attached.

Terms of Usage

Kensington Community Center

1. Hold Harmless Agreement

In using the Kensington Community Center ("Center"), User hereby agrees to assume all risks for loss, damage, liability, cost or any expense that may arise during or be caused in any way by use or occupancy of the Center. User further agree that in consideration of being permitted to use said facility, User will hold the Kensington Police Protection and Community Services District and its agents, officials, contractors, and employees (collectively, "District") free and harmless from any loss, claim, liabilities, damages, and/or injuries to persons and property occurring during User's use or occupancy of said facilities or nearby premises. User further agrees that User will provide public liability insurance as stated below with District named as additional insured to be submitted no later than two weeks prior to the date of first use rental date.

2. Mandatory Arbitration Of Claims Against City

Any claim asserted against the District and its agents, officials, contractors and employees by the undersigned user, either on behalf of him/herself or on behalf of another person, on account of bodily injury, mental disturbance, death, or property damage, sustained as a result of, or for any reason connected with the use of the Center pursuant to this rental contract will be determined by submission to arbitration as provided by California law, and not by a lawsuit or resort to court proceedings. The District and the undersigned user by execution of this contract are giving up their constitutional right to have any dispute decided in a court of law before a jury and instead are accepting the use of arbitration.

3. Insurance

User will provide public liability insurance in the amount of \$2,000,000 general aggregate and \$1,000,000 per occurrence with the District and its agents, officials, contractors, and employees named as additional insured to protect the applicant and District from loss, claim, liabilities, or damages and/or injuries to property or persons attending the function. The insurance information must include an endorsement providing the District and its agents, officials, contractors and employees, primary and non-contributory coverage for claims, losses, etc. arising from the exercise of the permit. User must submit to the District Proof of insurance no later than two weeks prior to the rental date. Proof of Insurance shall consist of a certificate of insurance and endorsement demonstrating that User has obtained the required coverage.

User: _____ [insert name]

Date: _____, 20__