

TO: BOARD OF DIRECTORS
FROM: BRUCE BUEL *BBB*
DATE: May 4, 2007

AGENDA ITEM
E-7
MAY 9, 2007

RECEIVE REQUEST TO REVIEW MEETING ROOM USE POLICY

ITEM

Receive request from Director Harrison to review meeting room use policy and determine willingness to set item for consideration [RECOMMEND ADOPTION].

BACKGROUND

Director Harrison has requested that the Board revisit the attached policy on use of the Board Meeting Room. In particular, Director Harrison has requested that the Board determine if it is necessary for groups to provide for liability insurance coverage.

Also attached is a copy of the special events coverage program available to groups and individuals through SDRMA.

RECOMMENDATION

Staff believes that the insurance requirements are prudent and that the rates available through SDRMA are reasonable. Staff recommends that your Honorable Board discuss the request and determine if there are potential edits that would justify setting an item on a subsequent agenda for consideration of revising the policy.

ATTACHMENTS

- Board Room Use Policy
- SDRMA Special Events Insurance Program

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RESOLUTION NO. 2003-883

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
NIPOMO COMMUNITY SERVICES DISTRICT
ESTABLISHING A BOARD ROOM POLICY

WHEREAS, the Nipomo Community Services District's (herein "District") wishes to modify the Board Room Use Policy, and

WHEREAS, based on the staff report, staff presentation and public comment, the District finds that the policy established by this Resolution are fair and reasonable.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE NIPOMO COMMUNITY SERVICES DISTRICT DOES HEREBY RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

1. The policy establishing the Nipomo Community Services District Board Room Use Policy, attached hereto as Exhibit "A", is hereby approved and adopted.

On the motion of Director Blair, seconded by Director Vierheilg and on the following roll call vote, to wit:

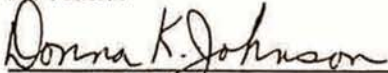
AYES: Directors Blair, Vierheilg, Trotter, Wirsing and Winn
NOES: None
ABSENT: None
CONFLICTS: None

The foregoing hereby adopted this 8th day of October, 2003.



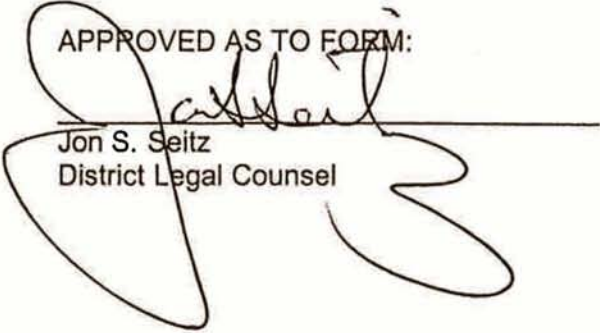
Michael Winn, President
Nipomo Community Services District

ATTEST:



Donna K. Johnson
Secretary to the Board

APPROVED AS TO FORM:


Jon S. Seitz
District Legal Counsel

Resolution/2003-883

**EXHIBIT A
NIPOMO COMMUNITY SERVICES DISTRICT
BOARD ROOM USE POLICY**

The District Board Room (sometimes referred to as the "facility") is available to the community of Nipomo in accordance with the following Guidelines;

A. Regular Use:

1. Subject to District use, the District Board Room is available Monday through Friday from 8:30 a.m. to 4:00 p.m.
2. The Board Room is not available on Sundays and District holidays.
3. The rental charge is as follows:
 - \$10.00 per hour, or fraction thereof with a minimum charge of one hour for residents of Nipomo Community Services District
 - \$15.00 per hour, or fraction thereof with a minimum charge of one hour for non-residents
 - No charge for governmental agencies

B. Evenings and Saturdays:

1. Subject to staff availability, the District Board Room is available weekday evenings until 10:30 p.m. and Saturdays from 8:00 a.m. to 4:00 p.m.
2. In addition to the charge referenced in Paragraph A3 above, fifty dollars (\$50.00) will be charged for District office personnel to open and close the building.
3. The fifty dollars (\$50.00) referenced in Paragraph B2 above may be waived if a District Director volunteers to open and close the Board Room.
4. Whoever opens and closes the building (District office personnel or Board of Directors) need not remain at the District office during the reserved time.

C. The following rules apply to the proposed use/occupancy of the Board Room:

1. The use of the Board Room is limited for the purposes of conducting meetings and programs that benefit the community of Nipomo such as youth groups, community groups and other governmental agencies.
2. A refundable cleaning/security deposit of one hundred (\$100.00) is required for the use of the facility, with a designated contact person. Deposits are refunded upon satisfactory acceptance of the facility's condition at the end of the event. Refunds are issued through the District approximately two (2) weeks after the date of use.
3. Permission by the District for a group to use of the Board Room is not an endorsement by the District of that particular group's policies. The name

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BOARD ROOM USE POLICY

"Nipomo Community Services District" may not be used in the promotion of an event without specific written permission from the District Board of Directors. Any promotion initiated by an applicant prior to receiving written permission for use may result in cancellation of the reservation.

4. The meeting place shall be identified as the Nipomo Community Services District or NCSD Board Room.
5. The seating capacity is limited to sixty four (64) persons.
6. The District's Board Room is not intended for long term use by any one group. Therefore a particular group's use of the Board Room is limited to four times per month and cannot be reserved for more than two (2) consecutive days for a single event.
7. Reservations for use of the Board Room must be made by an adult (over 18 years old) on the District's standard reservation form that is available at the District's office located at 148 South Wilson, Nipomo. Reservations will not be confirmed until a deposit is paid.
8. Any changes to confirmed reservations must be made no later than five (5) working days prior to the event, or they will not be honored. All changes must be made during regular business hours through the District at (805) 929-1133. Users should carefully plan their event dates, times, and setup to avoid changes to the original reservation.
9. If a need arises to cancel a reservation for the District Board Room, the District will refund the reservation fee in full if District is given at least five (5) working days advance notice; otherwise the fees will not be refunded.
10. The General Manager or his/her designee is responsible for approving requests for use and may, at his/her discretion, grant exceptions to these guidelines as deemed appropriate. The General Manager may not waive the rental fees for non-residents or groups outside of the Nipomo Community Services District boundary.
11. The District General Manager reserves the right to refuse use of the Board Room to any group or Applicant for previous misuse.
12. All uses are subject to approval based upon availability, maintenance schedules, and nature of use. The District reserves the right to cancel a group's reservation if the use of the room is essential for official District business.
13. Requests from District residents for fee waiver shall be made in writing to the District General Manager no later than thirty (30) working days prior to the scheduled event.

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14. Users are encouraged to inspect the Board Room and restrooms upon arrival and note any problems at that time to a staff member on duty.
15. Groups shall not charge an admission fee or have merchandise sales.
16. Users are required to present evidence of suitable liability insurance in which the District is named primary additional insured. Special Events Insurance may be obtained through the District.
17. Smoking in the premises or within twenty-five (25) feet of a doorway is prohibited.
18. Food and drink, except for water, are not permitted in the District Board Room. Kitchen facilities are not available.
19. Permission to use the room is not transferable to other groups. All reservations must be approved through the District.
20. Activities, which will cause excessive wear and tear, will not be allowed, such as handicrafts, activities involving pets, etc.
21. Provisions for adequate protection of exhibits are the responsibility of the Applicant. The District assumes no responsibility for exhibits or materials brought into the District Board Room and does not provide supervision, security or staffing for gatherings.
22. Noise and activity levels should be controlled by the sponsoring group so as not to interfere with the neighborhood or normal District operations.
23. Exhibits or decorating shall not be nailed, stapled, taped, or glued to the ceilings, soundproofing panels, painted surfaces or floors. The Applicant is responsible for all costs associated with any damages incurred during its usage, including District staff time needed to correct the situation. Charges will be deducted from the cleaning/security deposit and additional billing may be necessary.
24. Security of personal property as well as the District's property from theft and vandalism is the sole responsibility of the group representative whose name appears on the reservation form. Therefore, the room should not remain unattended due to breaks, intermissions, etc., during the reserved time. In the event that the group recesses during their reserved time slot, a responsible adult should remain on site.
25. Any group who does not have the reserved room completely vacated of all their attendees at the confirmed ending time of their room reservation, will be considered late. A written warning may be issued to the group and future use of the room may be jeopardized.

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26. Groups using the room are responsible for setting up and putting away all furniture needed for their event (please make sure that reservation includes sufficient time to accomplish this). NCSD is not responsible for providing additional tables and chairs. When a group takes possession of the room, the furniture will be set up in a standard configuration. Any deviation from this room configuration (e.g., more tables, fewer chair, changes to the layout of tables and chairs) will be the responsibility of the user group and requires staff approval to ensure that fire code regulations have been met. At the conclusion of the event, tables and chairs must be returned to room configuration (a diagram is posted in the Board Room for reference) (copy attached). If the room is not returned to the proper setup, a written warning may be issued to the group and future use of the room may be jeopardized.
27. Users are expected to abide by all laws and ordinances set forth by all local, state and federal agencies. Users are also expected to comply with rules and regulations for facility use and obey all District staff members in attendance at facility. Non-compliance will result in cancellation of reservation and loss of fees paid.
28. To assure the safety of the users, all occupancy requirements must be followed and fire exiting pathways and doors must be kept clear for the duration of all reserved events.
29. Personal items may be used in the rooms only during the reserved time slot and may not be stored overnight. In addition, they may not create a potential hazard to others or to the room. Large items, such as full size pianos, must be professionally installed, and should be coordinated with District staff to ensure that there will not be any access or clearance problems.
30. All reservation concerns should be reported to the District Manager or his/her designee, during normal working hours.
31. The District may cancel or reschedule use of the District's Board Room for any reason deemed necessary. Users will be given as much notice as possible. Fees will be refunded, through the District, approximately two (2) weeks after the date of notification.
32. The District is not responsible for accidents, injury or loss of individual property during the facility's use.
32. District staff and Board of Directors may enter the room during Applicant's event for the purposes of conducting District business.

NIPOMO COMMUNITY SERVICES DISTRICT

REQUEST TO USE DISTRICT BOARD ROOM

DATE RESERVATION MADE

REQUESTED DATE OF USE			
TIME OF USE	From	a.m./p.m.	To a.m./p.m.
NAME OF ORGANIZATION / SUB-COMMITTEE			
DESIGNATED CONTACT PERSON *			
DESIGNATED CONTACT PERSON ADDRESS			
PHONE #			
Refundable cleaning/security deposit received \$		Check #	
Fee \$		Check #	

Certificate of Insurance, with NCSD named primary additional insured, must be provided at time of reservation request.

Provided
On File with NCSD

I have received and read the "Board Room Use Policy" and fully understand the conditions and obligations contained therein and agree that the organization's use will comply with the conditions and obligations.

 * Signature Designated Contact Person Date

 Approved by General Manager Date

Official Use
Deposit Returned _____
Date _____
Amount Returned \$ _____
Check # _____

PROMPT COVER
SPECIAL EVENTS LIABILITY
INSURANCE PROGRAM
JANUARY 2005

ADMINISTRATED BY:
MUNICIPALITY INSURANCE SERVICES, INC.
302 W. CERRITOS AVE., BLDG. 7
ANAHEIM, CA 92805-6550
TEL.#(714) 687-1100 or (800) 420-0555
FAX#(714)687-1106 EMAIL: carol@2sparta.com
LIC.# 0C04849

PROMPT COVER
SPECIAL EVENT PROGRAM
January 2005

This policy was designed to provide liability protection for public entities that permit public events to be held on Public Entity owned or managed property, street closures or participating Public Entity sponsored activities.

Examples of event classifications:

- a. A group of citizens want to hold a block party on the 4th of July and request a street closure.
- b. A religious group wants to hold a service in a public park.
- c. A parade, street fair, sidewalk sale, a wedding, reunion or social gathering taking place on Public Entity property or in an Entity owned or managed facility.
- d. Public Entity sponsored events held at other than their owned or managed locations.

These are just some of the most common examples. Consult the attached Event Schedule for a full range of eligible activities.

When the event holder contacts the Public Entity for a permit or permission to use a Public Entity facility they would be informed of the insurance requirement and offered the opportunity to access the Master Policy. We can provide a simple handout with a toll free number the event holder can access for additional information or a quotation of event coverage. To request handout please fax or email our office. We would provide the event holder with a formal quotation and instructions on binding the coverage. Once the coverage has been paid for and bound, a Certificate of Insurance would be issued and a faxed copy sent to the appropriate location or department and the event holder. This would be followed in the mail by an original "wet" signature document to the Master Policy holder, the department and the event holder.

Municipality Insurance Services, Inc. can provide the event holder with a free quotation for their specific event within twenty-four hours. There are several ways in which the event holder can contact us at no cost to them. We have an interactive web site (www.2sparta.com) where they can apply for a quotation on line and pay for the coverage, once it is quoted. We can fax the event holder quote to them or place it in the mail if they do not have access to a fax or the internet. Payment for coverage is made by cashiers check, money order, bank draft or over the internet by credit card. Once the event date has passed no refunds will be given or coverage cancelled without the permission of the Master Policy holder. If an event is cancelled prior to the event date and we are notified in writing, fax or email the premiums can be refunded with the approval of the Master Policy holder.

SPECIAL EVENT LIABILITY INSURANCE PROGRAM

January 2005

The Special Event Program was designed to provide General Liability Coverage for activities held on Public Entity property by the general public or activities sponsored by the Public Entity and held at locations not owned or operated by the Public Entity. Municipality Insurance Services, Inc. is the exclusive program administrator.

1. Policy Forms: Commercial General Liability-New Occurrence Form and Liquor Liability

2. Policy Limits:

\$1,000,000 General Aggregate
\$1,000,000 Per Occurrence
\$1,000,000 Products/Completed Operations
\$1,000,000 Personal and Advertising Injury
\$ 100,000 Fire Damage (any one fire)

3. Deductible:

The deductible is \$500.00 bodily injury and property damage per claim

4. Claims:

Claims will be reported to Municipality Insurance Services, Inc. at 302 W. Cerritos Ave., Bldg. 7, Anaheim, CA 92805-6550. Should a claim be received by either the Public Entity or Municipality Insurance Services, Inc., it will be the responsibility of the recipient of the report to inform all parties, The Public Entity, Municipality Insurance Services, Inc. and the carrier as soon as possible. Monthly reports will be provided to The Public Entity regarding claims status if any.

5. Additional Insured:

The following may be added as "Additional Insured" for a charge of \$50.00 plus 3.225% in SLA taxes and fees.

- a) Adjacent property owners, public or private who grant the Public Entity or the certificate holder access via their premises.
- b) Public Entity organizations, as pre-approved by the Master Policy holder.
- c) Event sponsors other than tobacco and alcoholic beverage manufacturers.

6. Exclusions:

The policy contains the following exclusions: Care, Custody & Control; Total Pollution; Asbestos; Silica Dust or Toxic Substances; Voluntary Labor; Employment Related Practices; Assault & Battery; Abuse and

Sexual Molestation; Professional Liability; Absolute Liquor Liability; Animal Bite; Medical Payments; Computer Related Problems; Amusement Devices; Punitive or Exemplary Damages; Unscheduled Activities; Pyrotechnics (fireworks); Athletic Participant; Independent Contractors.

7. Premium for individual certificate holders will be determined by the exposure and attendance. Class I Risks are those with low or minimal exposure, Class II risks average or medium exposure, Class III risk heavy exposure. Class IV risks require carrier approval, and Class V risks where the exposure is too great for the program are excluded from participation. The following is a schedule of exposures by class:

CLASS I EVENTS

(Low exposure)

Amateur Sporting Events	Fashion Shows
Antique Shows	Festivals - No Rides or Amusement Devices
Art Festivals	Flower Shows
Art Shows or festivals	Graduation Ceremonies
Auctions	Home Shows
Auto Shows excluding races and/or rallies	Ice Skating Competitions/Shows
Awards Presentations	Instructional Classes (Non-Mechanical)
Ballets	Job Fairs
Ball Games	Ladies club meetings
Bazaars	Lectures
Beauty Pageants	Meetings
Bingo Games	Mobile Home Shows
Boat Shows	Motion Picture Presentations
Body Building Contests	Musicals
Business Meetings	Operas
Camping	Pageants
Charity Auctions/Benefits/Sales	Plays
Cinemas	Religious Assembly
Club or Group Meetings	RV Shows
Classical music concerts	Seminars
Consumer shows	Software Demonstrations
Craft Shows	Social Gatherings (No alcohol)*
Dance Shows	Speaking Engagements
Debutante Balls	Theatrical Stage Performances
Dinner Theater (no alcohol)*	Trade shows
Dog Shows	Weddings & Receptions (no alcohol)*
Exhibitions - In doors	
Exhibits in buildings	

Any Class I Event with the sale of alcohol or where alcohol is included in the ticket price will be considered a Class II Event and will need to have Liquor Liability added to their event coverage by endorsement.

***No coverage for alcohol is included for these classes. If alcohol is served, a separate Liquor Liability Policy will need to be purchased and these events would automatically become a "Class II Event".**

CLASS II EVENTS

(Medium Exposure)

Aerobics & Jazzercise Classes	Photographic Shoots - Stills Only - No Video/Film
Banquets-with alcohol	Picnics without pool, lake or beach exposure
Carnivals - less than 500 in attendance NO RIDES	Political Rallies less than 500 in attendance
Chamber of Commerce Events	Reunions
Concerts - less than 500 in attendance	Rummage Sales
Country Western Events	School Band Competitions
Consumer & Trade Shows	Sidewalk Sales
Dances - over 21 - Less than 100 in attendance	Social Receptions
Debuts	Street Fairs
Fishing Events	Swap Meets
Marathons (Walking, Running, Etc.)	Weddings & Receptions with alcohol
Old Timer/Alumni Events	Voter Registration
Organized Sight Seeing Tours	
Parades less than 500 spectators	

CLASS III EVENTS

(High Exposure)

Animal Acts or Shows
Carnivals - 501 to 4,999 in attendance - No rides or amusement devices
Circus- 501 to 4,999 in attendance
Concerts - 501 to 4,999 in attendance - No Heavy Metal, Rap, Hard Rock, Slam, Old School
Dances - Over 21 - over 100 in attendance
Parades - 501 to 7,000 in attendance
Rodeos-501 to 7,000 in attendance

CLASS IV EVENTS

(Submit for Company Approval)

Events submitted to insurance company for approval and premium quotation:

All events with over 7,001 in attendance
Events with exposures not noted above or in the Excluded list
Concerts-with more than 4,999 in attendance
Events with television or radio advertising
Celebrity Events

CLASS V EVENTS

(Prohibited Exposures)

Aircraft and Balloon Events
 Air shows
 Concerts with Heavy Metal, Rap, Old School, Hard Rock or Slam Music.
 Gun Shows
 Mechanical Amusement Devices
 Motorized Sporting Events
 Professional Sporting Events
 Tractor / Truck Pulls

ATTENDANCE / PREMIUM SCHEDULE

	Number of Attendees		Class I*	Class II*	Class III*
1	-	25	\$ 30	\$ 35	\$ 100
26	-	50	70	95	170
51	-	100	90	120	215
101	-	500	130	180	400
501	-	1000	160	270	495
1001	-	1500	220	300	550
1501	-	3000	270	360	750
3001	-	5000	360	525	1000
5001	-	7000	495	690	1500

Over 7000 – submit to Carrier for approval

A certificate fee will be charged based on primary premiums as follows:

\$30-65 will be \$15.00	\$101-500 will be \$35.00	\$1,001 and up-\$100.00
\$66-100 will be \$25.00	\$501-1,000 will be \$50.00	

The Terrorism Risk Insurance Act of 2002, effective November 26, 2002, requires that all insurance carriers offer terrorism coverage. If you wish to have Terrorism Coverage added to this policy the premium will be calculated at a 10% increase in the rates given above.

ADDITIONAL COVERAGES AVAILABLE

Street Closure Existence Hazard Only - NO EVENT COVERAGE \$75 / per day per 150 in attendance/per location

Set-Up & Break-Down:	Class I & II	35% of total event premium per day
	Class III	50% of total event premium per day

Additional Insured's - no event participation \$ 50

Additional Insured's - with event participation \$100

Concessionaire / Exhibitor rate in addition to event premium:

Exhibitor with No Sales	\$20 per day per exhibitor
Concessionaires with No Food Sales	\$20 per day per exhibitor
Concessionaires with Food Sales	\$25 per day per exhibitor
Concessionaires who are Restaurants or food Manufacturers commercially licensed to prepare food from a permanent location.	\$75 per day per exhibitor

Liquor Liability Available upon request.

Class I risks include Host Liquor Liability as long as no liquor is sold, included in the ticket price or paid for by the participants. Classes II and III exclude Liquor Liability unless specifically purchased and endorsed to their Event Certificate.