

TITLE:	FACILITIES USE	DEPARTMENT:	ALL
TYPE:	POLICY & PROCEDURE	DATE:	January 25, 2023

I. Policy

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, YCH makes use of its facilities for conducting the business of its appointed commission, committees, and work groups. YCH also makes certain facilities available to the public for meetings, activities, events, and services that support similar needs and interests of the residents. The Executive Director or designee (ED) is authorized to interpret and implement the policy and procedures contained herein.

II. Definitions

<u>Applicant/User</u> - in a transaction involving the reserved use of YCH facilities, this is the individual or organization that will be responsible for all applicable fees, deposits and compliance with facilities and grounds use and insurance requirements.

<u>Facilities</u> - this refers to the community buildings and rooms owned, leased and/or managed by YCH.

<u>Grounds</u> - this refers to the athletic fields owned, leased and/or managed by YCH.

<u>Site Supervisor</u> - the individual YCH staff assigned the responsibility for day-to-day operations of the facilities or grounds.

III. Office Hours

Facilities - 8:00am until 5:00pm Monday through Thursday. Friday, evening, or weekend use is subject to Site Supervisor and ED approval.

<u>*Grounds*</u> - athletic fields are open for YCH approved activities from sunrise until sunset daily, unless specifically extended to accommodate a special event, no person shall remain on the athletic fields outside of these hours.

IV. Excluded Activities

Storage - no personal property shall be stored in YCH facilities or on the grounds.

<u>Alcohol</u> - it is prohibited to possess any can, bottle or other receptacle containing an alcoholic beverage that has been opened or has a broken seal in YCH facilities or on the grounds.

<u>Cannabis/marijuana or other federally controlled substance</u> – is illegal on YCH public housing property and other federally financed or subsidized property.

<u>*Refuse*</u> - no garbage, cans, bottles, papers, or other refuse is to be left in YCH facilities or on the grounds other than in available receptacles. If no receptacle is provided, patrons are responsible to remove all refuse from the YCH facilities and grounds.

Animals - companion animals must be approved in advance by the Site Supervisor

and ED; service animals assisting persons with disabilities are allowed in YCH facilities and on the grounds.

<u>Smoking</u> - IS NOT ALLOWED in YCH facilities or on the grounds, other than in designated smoking areas.

Bouncy Houses - are not allowed in YCH facilities or on the grounds.

<u>Other</u> - see additional specific rules and requirements in the Facility Use Agreement.



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V. YCH facilities and grounds available for reserved use

Location Name	Address
Davis Migrant Center Community Room	31150 County Road 105, Dixon, 95620
Davis Migrant Center Park	31150 County Road 105, Dixon, 95620
Davis Migrant Center Playground	31150 County Road 105, Dixon, 95620
Davis Migrant Center Soccer Field	31150 County Road 105, Dixon, 95620
Dixon Migrant Center Classroom I	7290 Radio Station Road, Dixon 95620
Dixon Migrant Center Classroom II	7290 Radio Station Road, Dixon 95620
Dixon Migrant Center Classroom III	7290 Radio Station Road, Dixon 95620
Dixon Migrant Center Community Room	7290 Radio Station Road, Dixon 95620
Dixon Migrant Center Park & Basketball Court	7290 Radio Station Road, Dixon 95620
Dixon Migrant Center Playground	7290 Radio Station Road, Dixon 95620
Dixon Migrant Center Soccer Field	7290 Radio Station Road, Dixon 95620
El Rio Villas Community Room	62 Shams Way, Winters 95694
El Rio Villas Soccer Field	62 Shams Way, Winters 95694
Esparto Playground	17001 Yolo Ave, Esparto, CA 95627
Knights Landing Playground	42114 7th St, Knights Landing, CA 95645
Las Casitas Community Room	685 Lighthouse Drive, West Sacramento 95605
Las Casitas Computer Learning Center	685 Lighthouse Drive, West Sacramento 95605
Las Casitas Playground	685 Lighthouse Drive, West Sacramento 95605
Madison Migrant Center Community Room	29289 Highway 16, Madison 95653
Madison Migrant Center Park & Basketball Court	29289 Highway 16, Madison 95653
Madison Migrant Center Playground	29289 Highway 16, Madison 95653
Madison Migrant Center Soccer Field	29289 Highway 16, Madison 95653
Riverbend Manor Cafeteria Room, Large	665 Lighthouse Drive, West Sacramento 95605
Riverbend Manor Cafeteria Room, Small	665 Lighthouse Drive, West Sacramento 95605
Riverbend Manor Office Space	665 Lighthouse Drive, West Sacramento 95605
Yolano Donnelly Activity Room I	1230 Lemen, Woodland 95776
Yolano Donnelly Activity Room II	1230 Lemen, Woodland 95776
Yolano Donnelly Community Room	1230 Lemen, Woodland 95776
Yolano Donnelly Computer learning Center	1230 Lemen, Woodland 95776
Yolano Donnelly Park & Basketball Court	1230 Lemen, Woodland 95776
Yolano Donnelly Playground	1230 Lemen, Woodland 95776
Yolo County Housing Administration Community Room A	147 W. Main Street, Woodland 95695
Yolo County Housing Administration Community Room B	147 W. Main Street, Woodland 95695
Yolo Playground	120 W Main St STE C, Woodland, CA 95695



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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, 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 or Grounds

- a) Individuals or organizations may apply for reserved use of YCH facilities or grounds up to thirty (30) days prior to the proposed event.
- b) To obtain reserved use of available YCH facilities or grounds, individuals or organizations should email <u>myhousing@ych.ca.gov</u> or <u>cpreciado@ych.ca.gov</u>.The request must include the following:
 - a. Name and type of agency (public agency, non-profit, for-profit, etc.)
 - b. Description and purpose of activities to be provided. For example: Use of community room to provide insurance enrollment services to the residents and surrounding community.
 - c. Specific dates and times requested for conducting the activities.
 - d. Responsible party or representative of the agency, including email and phone number.
 - e. Contact person, including email and phone number, if different than the responsible party or representative of the agency.
- c) YCH will make a reasonable effort to accommodate each request and will provide written confirmation of approval or denial within one (1) week of receipt of all required materials. If approved, the following documents will typically be required prior to use of the facilities or grounds:
 - a. Facilities Use Agreement signed by the responsible party or representative of the agency.
 - b. Certificates of Insurance and Endorsements (see X. Insurance Requirements).
- d) User groups are not entitled to place signs, banners, or other such materials on YCH facilities or grounds without prior written permission from the Executive Director.
- e) The applicant must notify YCH of any cancellations at least forty-eight (48) hours prior to the scheduled event or activity.
- f) The applicant must notify YCH of any cancellations at least forty-eight (48) hours prior to the scheduled event or activity.



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VIII. Fees for use of YCH Facilities or Grounds

- a) Fee Schedule. Fees for reserved use of YCH facilities or grounds will be charged for the entire time the user group requires access to the facility or grounds, including time for setting up the event, cleaning up, etc. Fees are charged at the rate shown on Exhibit A for use of any one facility or ground area.
- b) Deposits. At the time of reservation approval, a refundable deposit of up to \$100 per use or per day may be required. 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 amount of the deposit, the responsible party or representative of the agency will be billed for the difference. If the user group remains in the facility or on the grounds beyond the scheduled time, the deposit will be forfeited, and additional fees may be charged for the additional time in the facility or on the grounds.
- c) Fee Waivers or Fee Reductions. The Executive Director will decide on requests for fee waivers or fee reductions. The Executive Director may delegate this authority to the Housing Programs Manager or Housing Supervisor. Fee waivers or reductions may be granted if 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 or grounds are located.
 - 2) The activity or event is of a community-wide interest or benefit, is conducted by a local public or nonprofit 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 comply with all conditions regulating the use of YCH facilities or grounds, including adherence to approved entry and exit times, the responsible party or representative of the agency will be responsible to pay all fees normally associated with such use.

IX. Security Requirement

a) At the discretion of YCH, the responsible party or representative of the agency may be required to contract with the local city or county law enforcement agency or other approved security company for event security. In these instances, proof of the contract for security must be provided to YCH at least seven (7) days prior to the event.



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X. Insurance Requirements

- a) All organizations and agencies requesting reserved use of YCH facilities or 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 responsible party 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 responsible party 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 or 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.

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

- a) User groups or individuals that will be providing services on YCH facilities or grounds to residents or the public under the age of 18 years <u>must</u> provide proof of completion of a criminal background check, showing a clear criminal record for the last seven (7) years, in addition to proof of a clear sexual offender record.
- b) A list of all persons providing services to minors on behalf of the entity, along with written verification of the clear criminal and sexual offender background check for each person, must be provided to YCH in advance of the event. No individuals without clearance will be allowed access to YCH facilities or grounds.



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XII. Contacts

Facilities/Housing Office Assistant: Crystal Preciado, 530-669-2264, cpreciado@ych.ca.gov

Lead Client Services Coordinator: Liz Vital, 530-908-0194, lvital@ych.ca.gov

Client Services Coordinator: Natalie Perez, 530-669-2215, <u>nperez@ych.ca.gov</u>

Housing Programs Manager: Anisa Vallejo, 530-669-2211, avallejo@ych.ca.gov



Evhibit A

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147 W. Main Stree	et, Woodland (Admin	Bldg)				
	Units	\$/Unit	Roor	m 122	Room 123	Combined
Estimated Costs						
Utilities				n/a	n/a	\$ -
Access (after hour	rs)			75	75	150
No Setup or Takeo	down by YCH Staff			25	25	50
Staff Setup	each time	\$75		75	75	150
Staff Takedown	each time	\$75		75	75	150
Cleaning/Damag	e Deposit (refundable)			100	<u>100</u>	<u>200</u>
			\$	350 \$	\$ 350	\$ 700

* Assumes 2 staff people @ 30 minutes each to set up and take down per meeting

62 Shams Way, Winters (El Rio Community Room)

		Daily Rate	Ger	neral	Kitche	n Table
Estimated Costs			per	Event	Gro	oup *
Utilities	gas & electric	\$11	\$	11	\$	25
Access (1-time)	open & close	\$150		150		n/a
Access (fob fee)	issuance fee	\$30		30		60
Staff Setup/Takedo	own	n/a		n/a		n/a
Cleaning Deposit (refundable)			100		100
			\$	291	\$	185

* Includes 1-time fee and deposit. Monthly rate assumes 8-10 meetings/mo. @ 2 hours/mtg



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This Agreement is entered into this _____day of _____, 202_, by and between the Housing Authority of the County of Yolo ("YCH") and ______ ("User of the YCH Facility or Grounds"), collectively referred to as the Party or Parties. User of the YCH Facility or Grounds agrees to adhere to YCH Facilities and Grounds Use Policy and Procedure, incorporated herein (Attachment A) as follows:

TERMS

1. Facility or Grounds.

Location:					
Address:					
2.	<u>Fimeframe</u> .				
	Date:				
	Time:				
3.	Permissible Use.				
	Activity(ies):				

- 4. <u>Use Fee and Security Deposit</u>. User of the YCH Facility or Grounds agrees to pay YCH for use of the facilities the sum of ______dollars (\$_____) Use Fee, and ______dollars (\$_____) Security Deposit. The Security Deposit shall be paid at the time of signing this Agreement, and the Use Fee shall be paid no later than fifteen (15) days prior to the event.
- 5. <u>Acceptance of Facility or Grounds</u>. User of the YCH Facility or Grounds accepts the Facility or Grounds in clean and good condition and agrees to leave the location in the same condition as when received, reasonable wear and tear excepted.
- 6. <u>Duty to Repair</u>. User of the YCH Facility or Grounds understands that they are financially responsible for any subsequent repair and replacement of YCH Facility or Grounds required to bring it to the clean and good condition as received by User of the YCH Facility or Grounds at the start of their use. Repairs or replacement made shall be to the satisfaction of YCH. User of the YCH Facility or Grounds further understands that their responsibility extends beyond that of any Security Deposit paid by User of the YCH Facility or Grounds.



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- 7. <u>Waste; Quiet Conduct</u>. User of the YCH Facility or Grounds shall not permit any waste upon or to the Facility or Grounds, nor engage in any activity that is unlawful or that constitutes a nuisance or disturbs the quiet enjoyment of tenants, employees, volunteers, contractors, or invitees of YCH. User of the YCH Facility or Grounds shall not engage in nor permit any conduct or activity upon or in connection with the Facility or Grounds that would increase the existing rate of insurance upon the premises of YCH and the Facility or Grounds situated thereon, or any part thereof, or cause the cancellation of any insurance covering any such Facility or Grounds.
- 8. <u>Decorations</u>. Decorations are limited to table arrangements and self-standing arrangements only. Decorations nailed, taped, stapled, or tacked are not permitted. No smoke or mist devices are allowed.
- 9. <u>Alterations; Construction</u>. No alterations shall be made to the Facility or Grounds without the prior written approval of the YCH Facilities and Maintenance Manager. Any alterations or additions shall be at the sole expense of the User of the YCH Facility or Grounds. Any additions to or alterations of the premises except movable furniture and trade fixtures shall immediately become a part of the realty and property ownership under YCH.
- 10. <u>Alcoholic Beverages</u>. Alcoholic beverages are not permitted in any YCH Facility, Common Area, or Grounds.
- 11. <u>Cannabis/marijuana or other federally controlled substances:</u> Federally controlled substances are illegal and are not permitted on YCH public housing property and other federally financed or subsidized property.
- 12. Lights and exits. For safety, all lights must be kept on, and all exits kept clear, during use of the YCH Facility or Grounds.
- 13. Loss or Damage. User of YCH Facility or Grounds accepts all responsibility for any loss or damage, regardless of cause, to items belonging to the User of YCH Facility or Grounds, its guests, or any entities that are part of their event, including charges by YCH to change locks for lost keys, or charges incurred due to alarm system misuse or other breach of building security.
- 14. <u>Insurance Requirement</u>. User of YCH Facility or Grounds, 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 of YCH Facility or Grounds 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 same requirements. All certificates and endorsements are to be received and approved by YCH prior to the use of the Facility or Grounds.

COUNTY HORDER

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- 15. <u>Indemnity</u>. User of YCH Facility or Grounds 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 of or connected with the use of the Facility or Grounds performed by Use of YCH Facility or Grounds, his/her/their agents, volunteers, guests or invitees, except where caused by the negligence or willful misconduct of YCH.
- 16. <u>Compliance with Laws</u>. 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 of YCH Facility or Grounds 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 of YCH Facility or Grounds has violated any applicable law or regulation.
- 17. <u>Waiver</u>. The waiver by YCH or any of its officers, agents or employees or the failure of YCH or its officers, agents, or employees to act 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.
- 18. <u>Assignment</u>. User of YCH Facility or Grounds shall not assign, transfer, convey, subcontract, or otherwise dispose of this Agreement without the prior written consent of YCH.
- 19. <u>Termination</u>. This agreement may be terminated by either Party upon fifteen (15) days advance written notice to the other Party.
- 20. <u>Notice</u>. Except as otherwise provided in this Agreement, all notices shall be made by personal service, first class mail, or facsimile addressed as follows:

User of YCH Facility or Grounds:

YCH:

Yolo County Housing, Attn: Executive Director 147 W. Main Street, Woodland, CA 95695 Facsimile: 530-669-2241

Either 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, or on the fifth (5th) day following deposit in the United States mail if sent by first class mail.



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- 21. <u>Public Records Act</u>. This Agreement, including all attachments, shall be subject to disclosure pursuant to the California Public Records Act.
- 22. <u>Governing Law</u>. 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.
- 23. <u>Amendment</u>. This Agreement may only be amended in writing signed by both Parties, and any other purported amendment shall be of no force or effect.
- 24. <u>Entire Agreement</u>. 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 of YCH Facility or Grounds:

YCH:

Name, Title

Name, Executive Director

Signature

Signature