



STAFF REPORT

Meeting Date: May 20, 2008

To: Honorable Mayor & City Council

From: Nancy Hunt-Coffey, Assistant Director of Community Services/City Librarian

Subject: Possible revision to Community Facilities Rental Policy

Attachments: 1. Community Facilities Rental Policy

INTRODUCTION

Since June of 2006, while construction has taken place on a new facility, Young Israel has used the Library Auditorium to conduct its religious services. Construction should conclude late spring/early summer next year (2009). On January 31st of this year the Community Facility Rental Policy went into place which prohibits the use of City facilities for religious worship services. As a result, the Young Israel services are now in conflict with the new policy. Staff seeks Council's guidance on whether to allow religious services in City facilities, at least through the completion of Young Israel's construction, or whether Young Israel should be asked to move their services elsewhere.

DISCUSSION

Young Israel (YI) is in the process of building a new facility. Due to a number of factors, construction has been delayed by over a year, and they now expect to open their new facility late spring/early summer next year. Since June of 2006 representatives of YI have rented the Library Auditorium as an interim place to hold their religious services. Last year the Community Facilities Rental Policy was drafted and approved by Council to go into effect on January 31, 2008. At that time it was thought that the Young Israel facility would be done in early 2008, and as a result that there would be no conflict with the impending policy. However, with the extended construction timeline on the YI facility, the policy is now in conflict with YI's use of the Library Auditorium.

In the transition from the previous City Librarian to the new one, there was a delay in realizing this conflict of the policy. It was originally thought that perhaps an administrative exemption could be granted to YI based on the prior existing relationship; however, after consultation with the City's Attorney's Office, it is clear that a policy decision needs to be made as to whether YI can continue to use the Library's Auditorium for its religious services. As a result, staff seeks Council's direction as to whether the policy should be modified so that YI can continue to hold their services at the Library or

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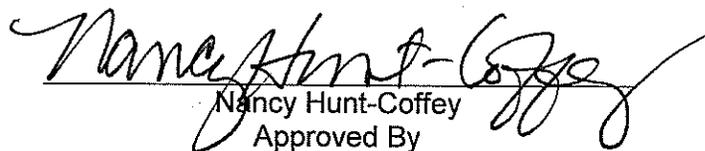
whether YI should be asked to move their services to a non-City facility. It should be noted that a modification to the policy allowing YI to continue to hold their services in the Library Auditorium would set a precedent allowing any religious organization to hold their services in a City meeting room for as long as the provision is removed from the meeting room policy. As a result, staff is recommending that Council consider whether such a modification to the policy should be made.

FISCAL IMPACT

On average, YI pays about \$2300 per month to rent the Library Auditorium. While the Library may be able to recover some of this money by renting the facility to other organizations, it is unlikely that the full amount would be recovered.

RECOMMENDATION

That Council considers whether to allow Young Israel to continue to use the Library Auditorium in light of the Community Facilities Rental Policy which went into effect earlier this year.


Nancy Hunt-Coffey
Approved By

City of Beverly Hills
Community Facilities Rental Policy

I. Purpose

The City of Beverly Hills rents certain City facilities to the general public for particular types of short-term events. In determining to whom and for what uses its facilities will be rented, the City acts in a proprietary capacity. The City has never designated its rental facilities as a forum for unlimited expression by the general public.

The purpose of this policy is to prescribe standards for the City's rental of certain facilities to the general public. These standards are intended to facilitate orderly processing of rental applications and to preserve the limited public forum status of the facilities.

City events are exempt from this policy. As used in this policy, "Facility Administrator" means the Director of Community Services or the designee thereof.

II. Scope

This policy applies to the following interior City facilities: Public Library; La Cienega Community Center and Tennis Center; and Roxbury Community Center and Clubhouse.

III. Application Processing

- A. Eligible Events. City facilities may be rented by the general public for use in connection with the following events: artistic performances; dinners; educational programs; medical, legal or financial programs as long no commercial transactions are conducted during the program or on City facilities and persons in attendance are not required to provide their names, phone numbers or addresses on a sign-up sheet or to the program organizer; meetings; and receptions.
- B. Application Submittal. Rental applicants are encouraged to schedule an appointment with City staff to allow for viewing of a City facility before submission of a rental application. Applications shall be submitted, in person, to the appropriate Community Service office, (Library or Recreation & Parks) in

advance of the proposed event date. Applications may be submitted as follows: Beverly Hills residents – 3 months in advance; Beverly Hills businesses – 2 months in advance; all others - 1 month in advance. Applications shall be filed on a City-provided form and shall include the following:

1. *Rental Fee.* The Rental Fee for each City facility is listed in the City's Fee and Charge Schedule that is set annually by the City Council. A waiver of the Rental Fee is not permitted. The Facility Administrator may grant a 25% discount of the Rental Fee for rentals during non-peak hours, and shall annually prepare a memo establishing non-peak hours for the City facilities. An applicant seeking to qualify for the Rental Fee rate for Beverly Hills residents shall satisfy the following criteria: (i) the applicant must reside or have its place of business within the City of Beverly Hills; (ii) if the applicant is a membership organization, documentary evidence must be submitted to confirm that at least 51% of its members are Beverly Hills residents; and (iii) if the applicant is a business, the Rental Fee must be paid with a check imprinted with a Beverly Hills address. Proof of residency may include a utility bill, lease or rental agreement, property deed or property tax form, but shall not include a Beverly Hills post office box or postal zone. An applicant seeking to qualify for the Rental Fee rate for non-profit groups shall submit proof of non-profit status.
2. *Indemnification Agreement.* The indemnification agreement shall obligate the person renting the City facility to indemnify, defend and hold harmless the City and its officers, employees, and agents against any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries and deficiencies that the City shall incur or suffer as a result of the event. This obligation shall include payment of interest, penalties and attorney's fees.
3. *Restoration Deposit.* Except as provided in Section IV(C) of this policy, the Restoration Deposit amount

shall be the amount listed in the Fee and Charge Schedule.

C. Review Criteria. Rental applications shall be reviewed solely according to the following criteria:

1. Satisfaction of the event eligibility criteria.
2. Availability of the subject facility.
3. Proximity in location and time to any previously approved event scheduled to occur at another City facility on the date of the proposed event.
4. Compliance by the applicant, and persons affiliated with the applicant, with the terms of this policy and applicable laws in connection with all other events held at a City facility within the 12 months prior to the date of the proposed event.

D. Approval or Denial of Application. Rental applications shall be processed by the Facility Administrator in the order received. An application may be approved if there is no ground for denial based on the review criteria; otherwise the application shall be denied. In no case shall an application be denied due to the viewpoint of speech disseminated by the applicant or associated with the proposed event. Notice of the approval or denial of an application shall be given to the applicant in writing or in electronic form. If the application is denied, the notice shall include an explanation of the reasons for the denial and the decision will be final. Approval of an application shall not preclude the City from displacing the applicant's event to accommodate a subsequently-scheduled City event. In that situation, the applicant's use of the subject facility will be rescheduled or all fees paid by the applicant will be refunded in full.

IV. General Requirements

A. Applicant. The person renting the City facility must be an adult 18 years or older and must be in attendance for the entire time the reservation is in effect.

- B. Pre-Event Submittals. The person renting the City facility shall submit the following to the Facility Administrator no less than 7 business days prior the proposed event date:
1. *Staff Service Charge*. The Staff Service Charge amount is listed in the City's Fee and Charge Schedule that is set annually by the City Council. The Staff Service Charge shall be assessed for rental hours beyond normal operating times, and shall be based on the staff time (including time related to planning) associated with an approved event, if applicable.
 2. *Proof of Comprehensive Liability Insurance*. Proof of comprehensive liability insurance is required for (i) events involving more than 100 participants or attendees; and (ii) when it is deemed to be in the best interest of the City as determined by the City's Risk Manager. The insurance shall provide a minimum coverage of \$1,000,000 annual aggregate. Such insurance shall be issued by an insurance company that both (i) is admitted and licensed to do business in the State of California; and (ii) is rated A or better according to the most recent A.M. Best Co. Rating Guide. The policy shall name the City as an additional insured; shall specify that it acts as primary insurance and that no insurance held or owned by the designated additional insureds shall be called upon to cover a loss; and shall contain a provision that no termination, cancellation or change of coverage of insured or additional insureds shall be effective until after 30 days notice thereof has been given in writing to the City.
- C. Facility Use Permit. When all pre-event submittals have been delivered to the Facility Administrator, a facility use permit shall be issued. The Facility Administrator may impose event-specific conditions on a facility use permit as deemed necessary or appropriate. Such conditions may include a requirement that the permittee retain a private security agency, licensed to operate in Beverly Hills, to supervise an event. In no case shall a condition be imposed due to the content or viewpoint of

speech disseminated by the applicant or associated with the proposed event.

- D. Long-Term Rental. Under-utilized City facilities, as determined by the Facility Administrator, may be rented on a long-term basis for a recurring event. Long-term rental is defined as 6 or more consecutive months in which the facility is used by a single permittee one or more times. The Restoration Deposit amount for a long-term rental shall be 50% of the monthly Rental Fee. Requests to change the authorized event for a long-term rental must be submitted in writing at least 14 days prior to proposed date for the new event. Administrative fees may be assessed for frequent room and date changes.
- E. Supervision of Minors. Events for youth ages 13 – 17 years of age may require supervision by responsible adults at a ratio of one (1) adult for every ten (10) minors. Based upon the nature of the event, supervision by a private security agency may be required.
- F. Parking. Event participants and attendees shall park in the City parking lot, structure or surface street parking. Parking rates shall be as set by the City's Schedule of Fees and Charges.
- G. Equipment. Each City facility has equipment that may be made available at no additional charge, however, support staff to operate the equipment is not provided. There is no guarantee that the City's equipment will be functional at the time of the event, and therefore the permittee is encouraged to provide its own equipment. Privately-owned equipment associated with an event may not be stored overnight at the City facility, except for concessions authorized by the Facility Administrator.
- H. Prohibited Substances. The use of alcoholic beverages, tobacco or narcotics are prohibited.
- I. Decorations. Decorations may not be affixed to facility surfaces with tape, nails, tacks or staples. All decorations and signs must be removed promptly after use.



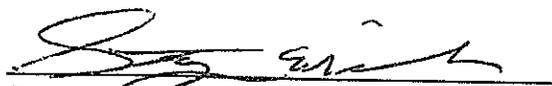
- J. Religious Worship Services. Religious worship services are prohibited.¹
- K. Commercial Fee Prohibited. No fees shall be charged at an approved event, except that non-profit organizations may accept donations and school districts may charge a fee for attendance or participation at their events.
- L. Animals. Animals are prohibited. This prohibition does not apply to a service animal assisting a disabled person.
- M. Advertisements. Publicity materials shall not advertise City facility telephone numbers and shall conspicuously state that the event is not sponsored by the City of Beverly Hills. All advertisements must be reviewed and approved by the City to ensure compliance with this provision.
- N. Vendors/Businesses. Businesses or performers hired by the facility user group must pay a business tax fee.
- O. Restoration of City Property. The permittee shall be responsible for post-event clean up of the City facility and for the cost of repairing or replacing City property that is damaged or destroyed as a result of such person's event. The Restoration Deposit shall be refunded in full unless the City incurs clean up, repair or restoration expense. If the Restoration Deposit exceeds the cost of clean up, repair or replacement, then the difference shall be refunded upon completion of the work. If the cost of clean up, repair or replacement exceeds the Restoration Deposit, then the difference shall be paid by the person renting the City facility within 10 days of receipt of an invoice from the City. The City or the City's contractor will perform the required work.
- P. Cancellation. Notice of cancellation of an approved event must be provided in writing. Cancellation notice must be submitted no later than fourteen (14) business days prior to the event date or else all fees shall be forfeited. A service fee of one hour will be charged on all cancellations.

¹ This provision will go into effect on January 31, 2008.

- Q. Excess Time Penalties. If an event exceeds the pre-determined timeframe, then additional charges will apply. The event concludes when the room has been vacated. Additional charges will include associated rental fees and double the staff costs for the excess time.

- R. City Staff Directives. City staff shall have unlimited access to approved events and may issue directives to ensure compliance with this policy, the facility use permit, the Municipal Code and other applicable laws.

- S. Termination of Event. The rental applicant's failure to comply with this policy, any facility use permit condition, the Municipal Code, any applicable law or any City staff directive shall be grounds for immediate termination of an approved event. The rental applicant is responsible for insuring his/her guests or participants abide by this policy, any facility use condition, the Municipal Code, any applicable law or any City staff directive that governs the use of the facility.


Stephen Miller
Director of Community Services