

CITY OF SAN DIMAS PARKS & RECREATION

CIVIC CENTER PARK

Park Rental Policy & Procedures



CITY OF SAN DIMAS PARKS & RECREATION

RECREATION DIVISION





City of San Dimas
Parks and Recreation Department
(909) 394-6230



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1. Policy Statement

This document sets forth the policies and procedures for the City of San Dimas to facilitate the use of Civic Center Park for private activities or events that wish to reserve exclusive use of the Park. The purpose of this Use Policy is to assure that the Civic Center Park is operated in a manner that best serves the residents of the City of San Dimas. It is intended to ensure that facility use is granted in a fair and equitable manner for activities, and events, which are recreational, social, and/or civic in nature, offering services of interest and need to the community. Fees charged for the use of the facility are intended to recoup on-going maintenance and operation costs of the facility.

- I.1 Civic Center Park is the only City park that is available to the general public for rental for use for private events, subject to a permit issued by the Director of Parks & Recreation. Permits shall be required for the following: (a) special events with an anticipated attendance of 50 people or more; (b) free speech events with an anticipated attendance of 150 people or more; (c) events that will utilize amplified sound; (d) events that are likely to need more parking than what is currently available at the Park.
- I.2 Amenities in Civic Center Park shall be made available on a permitted basis to potentially include use of the stage, electricity, BBQ pit, and Civic Center parking lot. The Community Building and/or the Senior Center Multipurpose Room may also be rented in conjunction with the rental of Civic Center Park. Separate deposits may apply for additional facilities.
- I.3 The City may charge fees to recover costs associated with the preparation, operation, maintenance, and/or supervision of a permitted special event as well as the administration of the policies and procedures which govern the Special Events Policy, as set forth by City Council resolution. Free speech events shall not be required to pay the permit fee.
- I.4 Applications for special events in Civic Center Park will be considered on the basis of potential impact to parking, traffic, public safety, noise, park and facility maintenance and compliance with the San Dimas Municipal Code Title 13 and all State, County, Federal and local laws. Conditions may be included to mitigate such impacts.
- I.5 The following shall not be required to obtain special event or free speech special event permits:
 - 1.5.01 Special events or free speech events that are organized or co-organized by the City.
 - 1.5.02 Spontaneous Events (definition in section 2.10).

2. Definition of Terms

- 2.1 Amplified Sound- Music or speech transmitted, projected, or amplified by equipment such as amplifiers, loudspeakers, megaphones, or similar devices, whether electronic or not.
- 2.2 Applicant- The person applying for use and agreeing to full responsibility for all activities pertaining to approved use. "Applicant" shall include the event Sponsor, if different.
- 2.3 Department- The City of San Dimas' Department of Parks & Recreation.
- 2.4 Director- The Director of the City of San Dimas' Department of Parks & Recreation, including their designee.
- 2.5 Free Speech Event- An event at which the expression of free speech rights is the principal purpose of the event, and that satisfies one or more of the following: (1) attendance is anticipated to be 150 people or more; (2) the event requires the use of amplified sound; (3) the event may interfere with traffic or obstruct ingress or egress to a property or structure; (4) food will be distributed or sold at the event; or (5) the event will use a structure or equipment that requires a health and safety inspection. Examples of free speech special events include, but are not limited to: a protest, speech, or rally that requires traffic control; street performers; parades.
- 2.6 Mixed Free Speech Event- An event that have both a free speech component and a commercial component, or that may be open to the public for entertainment or cultural purposes; mixed free speech special events are not dependent on current events and require time and logistical support to organize and include, but are not limited to: (i) a concert; (ii) outdoor theater; (iii) an art fair.
- 2.7 Person- An individual, group, or entity of any kind whatsoever.
- 2.8 Special Event- Any organized gathering or social event, including a Mixed Free Speech Event, that: (a) is likely to have an attendance of 50 or more people; (b) will use amplified sound; (c) may interfere with traffic, ingress, or egress to any building or property.
- 2.9 Sponsor- The person responsible for or organizing the special event.
- 2.10 Spontaneous Event- A free speech event occasioned by news or events coming into public knowledge fewer than 15 days prior to such event.

3. Application Procedure

SPECIAL EVENTS

- 3.1 Each applicant requesting the use of Civic Center Park for a Special Event or Free Speech Event is required to submit the following information to the Parks and Recreation Department:
- A. A completed Civic Center Park Rental Application form.
 - B. All applicants must present a valid California I.D. Applicant must be at least 21 years of age at time of reservation.
 - C. The payment of all applicable deposits and fees. Fees shall not be required of Free Speech Events and Spontaneous Events.
 - D. An original Certificate of Insurance with the limits as stated below and an Additional Insured Endorsement, naming the City as an additional insured and certificate holder. This requirement shall not apply to Free Speech Events.
 - E. An executed indemnification agreement, indemnifying and holding harmless the City from third party claims that may arise as a result of the Special Event. This requirement shall not apply to Free Speech Events.
 - F. If applicable, a copy of a permit from Los Angeles County Public Health, for the sale or distribution of food.
- 3.2 Upon approval of the Civic Center Park Rental Application, the City will issue a permit authorizing the requested use of Civic Center Park. City staff may attach Conditions of Approval to the permit as determined necessary for the protection of public health, safety, and welfare.
- 3.3 A site plan may be required detailing the layout of the event.
- 3.4 Submission Timelines:
- A. An application for a Special Event permit shall be filed no earlier than 6 months and no later than 60 days prior to the start date of the Special Event. The Director may accept applications with a shorter lead time if, in their discretion, they deem that the City can process the application timely. An application for a Free Speech Event permit shall be filed no earlier than 6 months and no later than 15 days prior to the start date of the Free Speech Event. The Director shall timely notify the applicant if the application is incomplete.

- B. The Director or designee shall issue, conditionally issue, or deny a permit within 21 days following the submission of a completed application for a Special Event and within 7 days following submission of a completed application for a Free Speech Event.
- 3.5. Conditions the Director may include in a Special Event or Free Speech Event permit reasonable terms or conditions, as follows:
- A. Time, place, and manner of the event, notice requirements, compliance with health and sanitary regulations, accommodations of pedestrian or vehicular traffic using the street, or emergency services.
 - B. Conditions relating to the use of amplified sound to minimize the interference with the quiet enjoyment of neighboring properties.
 - C. Conditions relating to maintaining the public property in the same or better condition after the special event. Conditions may address collection of trash, access to rest facilities, etc.
 - D. The Director may require a Special Event permit sponsor to provide a deposit to reimburse the City for the cost of repairs or habitat remediation needed because of the Special Event.
- 3.6. A Free Speech permit can be denied or revoked on any of the following grounds:
- A. Applicant has provided false or misleading information;
 - B. The event will conflict with other planned/permitted events in the Park;
 - D. The event, as proposed, poses a threat to health and safety, and the impacts cannot be significantly mitigated by way of reasonable permit conditions. Adverse impacts include, but are not limited to, significant noise, traffic, parking, trash, as well as damage to the Park or any public property, infrastructure, or facility.
 - E. The use of police and/or fire resources to support the event will deny reasonable police and fire protection to the City.
 - F. The event conflicts with previously City-approved and/or scheduled construction, maintenance, or other activities.
 - G. The permit holder fails to comply with permit conditions, or the requirements of this policy.
- 3.7. A Special Event permit can be denied or revoked on any of the following grounds:
- A. Any of the grounds applicable to Free Speech Events, under Section 3.6.

- B. Previous Special Event permit violations by the applicant or event sponsor or non-payment by due date.
- C. The Applicant fails to provide proof of adequate insurance or fails to execute a hold harmless agreement prior to the start of the event.
- D. The Director makes a finding, supported by substantial evidence, that the event will adversely impede the public's reasonable use of City streets, sidewalks, walkways, pathways, and City parks.

APPEAL PROCEDURES

A. Special Events.

A decision regarding a special event permit application may be appealed in writing to the city manager within 10 days of the Director's decision. The city manager shall make a decision on the appeal within 10 days of receipt of the appeal. The decision of the city manager shall be final, and is subject to judicial review pursuant to Section 1094.5 and 1094.6 of the Code of Civil Procedure.

B. Free Speech Events.

Any decision relating to the issuance of a Free Speech Event permit may be appealed to the city manager. The appeal must be in writing and must be submitted to the city manager's office within 2 business days of the Director's decision. The city manager shall decide the appeal within one business day. The city manager's decision shall be final. Decisions regarding a Free Speech Event permit are eligible for expedited judicial review pursuant to Section 1094.8 of the Code of Civil Procedure.

4. Liability and Insurance

Holders of a Special Event permit shall procure and maintain, at their own expense and for the duration of the event covered, comprehensive general liability and property damage liability insurance, against all claims for injuries against persons or damages to property which may arise from or in connection with the use of the facility by the user, its agents, representatives or employees in the amount of one million dollars (\$1,000,000), combined single limit.

Insurance requirements shall not apply to Free Speech Events and Spontaneous Events.

4.1 All user's insurance shall:

- A. Name the City of San Dimas, its employees, officials, agents, (collectively hereinafter "City and City personnel") as additional or co-insured on an endorsement.

- B. Contain no special limitations on the scope of protection afforded to City and City personnel.
- C. Be the primary insurance and any insurance or self-insurance maintained by City or City personnel shall be in excess of the user's insurance and shall not contribute with it.
- D. Shall be "date of occurrence" rather than "claims made" insurance. Shall apply separately to each insured against the limits of the insurer's liability.
- E. Shall be written by insurance companies qualified to do business in California and rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide, or in the Federal Register, and only if they are of a financial category Class VIII or better, unless such rating qualifications are waived by the City's Risk Manager due to unique circumstances.
- F. The applicant's insurance policy must include a 30-day written cancellation notice.

4.2 Certificate of Insurance - The City of San Dimas requires the following information on all certificates and additional insured endorsements:

- A. Wording must read exactly, with no exceptions accepted: "Additional Insured: City of San Dimas."
- B. Additional insured endorsements must accompany the Certificate of Insurance and indicate policy number, date, name of insurance company and name of "insured."
- C. Certificate must be an original. No copies will be accepted.
- D. The original certificate of insurance (no copies) must be filed with the City of San Dimas not later than the date of final payment or 60 days prior to the event, whichever is earlier. If a certificate is not on file by this date, insurance fees will be added to the final payment.
- E. Indemnification Clause -- To the full extent permitted by law, user shall defend, indemnify and hold harmless City, its officials, employees and agents, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, actual attorney fees incurred by City, court costs, interest, defense costs including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of or arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part to the use of facility by user. All obligations under this provision are to be paid by the user as they are incurred by the City.

- F. If the applicant is unable to provide adequate insurance, the City of San Dimas, for a fee, will make available Tenant/User insurance coverage.

5. Hold harmless.

As a condition to the issuance of a Special Event permit, the Applicant shall agree to defend, indemnify, and hold harmless the City, its elected and appointed officials, employees, and agents, against losses and liabilities incurred from the conduct of the permittee, or its officers, employees, and agents, or claims or liabilities caused by, or arising out of any activities authorized by any such permit.

This section shall not apply to Free Speech Events and Spontaneous Events.

6. Rules and Regulations of Park Use

- 6.1 The main applicant and/or co-applicant must be present at all times during any applicant's use of the City facilities.
- 6.2 Special Events can begin no earlier than 8:00 a.m. and must end no later than 10:00 pm, including clean up, unless written permission is granted from the Parks and Recreation Department to deviate from this schedule.
- 6.3 In addition to park reservation and applicable fees, a security/damage deposit of \$500 will be required. If applicants use of facilities results in damage that exceeds the deposit amount, the applicant shall be charged for those expenses. If no expenses are incurred, the full deposit will be returned to the applicant.
- 6.5 Applications must be made for a minimum use of 2 hours.
- 6.6 Smoking and the consumption of alcoholic beverages are prohibited in all City Parks and facilities. All City, County, State and Federal ordinances must be observed. Refer to Title 13 in the City of San Dimas Municipal Codes. Including:
 - 6.6.1 No canopies over 10' X 10'
 - 6.6.2 No inflatable entertainment, jumpers included.
 - 6.6.3 No open fire, BBQ grills included.
 - 6.6.4 No roping off the area.
 - 6.6.5 No portable toilets.
 - 6.6.6 No petting zoos.
- 6.7 Applicants shall not transfer, assign, or sublet use of the permitted, facility, field or park or apply for use on behalf of another person or organization. Any infractions of this policy may result in the loss of the ability to rent City park, fields or facilities.

7. Traffic and Parking

- 7.1 Applicants shall adhere to City parking regulations and shall provide "parking monitors" on special event days when attendance (over 50 vehicles) is anticipated.
- 7.2 The applicant is required to monitor parking to ensure that private driveways or property are not blocked. It is the applicant's responsibility to ensure that attendees comply with the City's parking regulations or any parking plan that is submitted by the application as a condition of approval.
- 7.3. Applicants must assure that participants and spectators are considerate and respectful of the residents that live adjacent to the Civic Center Park by utilizing designated public parking areas to the greatest extent possible.
- 7.4 No vehicles are allowed on City parks or outside of public parking areas, except those designated for parks maintenance or specifically permitted by the City.
- 7.5. Food trucks hired by the applicant for a private event are allowed as long as the vehicle is not parked in a public parking lot and they have a current San Dimas Business License. Vehicle must park on the street side.

8. Use of Amplified Sound

Use of amplified sound is permitted only between the hours of 10:00 am and 9:00 pm daily and must conform with noise limits identified in Section 8.36.040 of the San Dimas Municipal Code. If complaints regarding the volume of amplified sound are received, the City will monitor the volume and determine if adjustments or modifications in volume are required. If City staff is not present and a complaint is made to the Sheriff's Department regarding noise, the Sheriff's Department shall have the authority to ask the permit holder to turn down or cease the use of amplified sound. A notice or flyer must be provided to the surrounding neighborhood residents to alert of the noise.

9. Personal Vehicle and Motorized Cart Use

- 9.1 No unauthorized personal vehicles or motorized carts may be driven onto City parks for any reason.
- 9.2 For each rental, the applicant will be responsible to ensure the applicant's patrons follows all City Rules and Regulations of Field/Park Use set forth in this policy related to motorized vehicle use and any vehicle prohibitions.
- 9.3 Failure to comply with any part of the personal vehicle and motorized unit use policy may result in the termination of a City-issued use permit and/or the suspension of the applicant's ability to use any or all City parks, fields or facilities.

10. Special Event Banners & Signs

- 10.1 Notices/banners/posters/fixtures/signs to be posted in City parks must receive prior approval from the City. All requests shall include dimensions, approximate design, location to be posted and quantity of the banners to be displayed for approval by the Parks and Recreation Department.
- 10.2 All notices/banners/posters/fixtures/signs hung, if in a language other than English, must include the same in English. Such signs or banners must be approved by the Parks and Recreation Department and must be included in the application process.
- 10.3 Banners shall be of uniform dimensions, design and quality. Banners must be approved in advance and hung on stage.
- 10.4 Applicants must submit a list of any private vendors that are providing services in a City park or facility as part of the proposed special event at least 30 days prior to the scheduled use.

11. Park Maintenance

- 11.1 The user accepts Civic Center Park in an "AS IS" condition.
- 11.2 The City will maintain or cause to be maintained the parks for public use.

Each applicant is responsible for the park(s) being free of any and all trash or debris upon the conclusion of each facility use, regardless if the trash or debris was deposited by their group or not. The cost associated with any cleanup performed by City staff will be deducted from the applicant's security deposit.

Users are required to report any damage or acts of vandalism to the Department 909-394-6230 Monday through Fridays from 8:00 am to 4:30 pm or Sheriff's Department 909-450-2700 immediately. It is the policy of the City to prosecute to the fullest extent possible any individual committing acts of vandalism. In cases of emergency, call 911 and report to the staff liaison first working day following the incident.

12. Discrimination Policy

The City does not discriminate on the basis of sex, color, national origin or ancestry, age, marital status, sexual orientation, religion or disability. The equal protection clauses of the United States and California Constitutions prohibit a public agency such as the City from engaging in racial or ethnic discrimination. Over many years this prohibition has been interpreted to include events or activities that are permitted by the City.

Based on State and Federal constitutional and case law it is the policy of the City to prohibit and discourage discrimination in all the activities, facilities and services of

the City. It is further the policy of the City to discourage discrimination by other individuals or organizations actively supported by or participating with the City in such activities, facilities, or services.

13. Barbecue Pit

BBQ pit is available on the NE side of Civic Center Park for use by permitted users for an additional fee. The BBQ pit is cleaned and prepped for use by City staff. Applicant's will have to bring all supplies needed to use the pit as Staff does not provide anything outside of cleaning and maintenance. User is required to have at least 10 lbs. of sand on site for fire suppression. In circumstances involving an overnight cooking event, user must have at least 1 person present at the pit at all times. Key to the lock will be provided on the first business day prior to the date of the reservation by Noon. Applicant must return the key by the next business day after the rental by Noon. Applicant shall bear all costs for replacement of lost keys and new locks. Duplication of a key shall be considered unlawful and subject to prosecution.

14. Fee Schedule

- A. Fees will be assessed per the rates listed in the "Community Facilities Rental Fees" schedule. A holiday surcharge of \$25 per hour will apply to any reservation scheduled on a holiday and/or the day observed by the City of San Dimas as holiday:
 - 1. Observed Holidays – Martin Luther King, Presidents Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve and New Year's Day
- B. A penalty fee will be assessed for any hours or portion thereof exceeding the closing time for each facility. That fee shall be assessed at the hourly rate plus fifty percent.
- C. Final approval is granted upon payment of balance. No reservation shall be confirmed until appropriate fees, deposits, permits/ licenses, site plan and insurance are obtained and paid. Facility reservation is subject to automatic cancellation if fees are not paid 30 days prior to scheduled event.

15. Cancellation Policy

Applicants may cancel a reservation with the following penalties applied:

- A. Reservations cancelled 60-90 days prior to scheduled event will receive a refund of fees minus \$50 or 50% of the rental deposit fee, whichever is less.
- B. Reservations cancelled 31-59 days prior to scheduled event will receive a refund of fees minus \$100 or the amount of the rental deposit fee, whichever is less.
- C. Full rental deposit will be retained if a reservation is cancelled 30 days or less prior to scheduled event.



ACKNOWLEDGMENT OF RECEIPT

I hereby acknowledge receipt of a copy of the City of San Dimas Park Rental Policy and Procedures on the date written below.

I further acknowledge and understand that it is my responsibility to read and understand the policies and procedures included in this manual. I agree to conform to the rules and regulations outlined in the manual.

By way of this acknowledgment, I acknowledge that I have been informed that the City of San Dimas may add to, revoke, and/or modify the conditions of use from time to time.

Date: _____	Date: _____
_____ Applicant Signature	_____ Co-Applicant Signature
_____ Printed Name	_____ Printed Name