



City of Antioch
Recreation Department

**Request for Qualifications
(RFQ)**

Security Guard Services to Establish a Preferred Vendor List
for Facility Rentals at City of Antioch Facilities

Date Issued:

October 1, 2020

Submission Deadline

November 13, 2020 at 5:00pm

City of Antioch Recreation Department
4703 Lone Tree Way
Antioch, CA 94531

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About Antioch



The City of Antioch is located on the banks of the San Joaquin River in Northern California, just off Highway 4 in Contra Costa County. With a population of over 113,000 people, Antioch has become the heart of eastern Contra Costa County, offering a variety of employment, shopping and vast recreational activities.

The community enjoys a vast network of community organizations, civic leaders, and religious institutions that support programs and services aimed to improve the quality of life for all residents. Antioch residents also benefit from affordable housing, quality healthcare services, excellent schools, and a diverse population to support a vibrant community. OPPORTUNITY LIVES HERE is a key message that resonates with residents and businesses.

RFQ Introduction

The City of Antioch's Recreation Department offers facilities for both residents and non-residents to reserve for public or private events, business meetings, fundraisers, fairs, etc. The facilities include rooms at the following locations:

- Antioch Community Center – 4703 Lone Tree Way, Antioch, CA 94531
- Antioch Water Park – 4701 Lone Tree Way, Antioch, CA 94531
- Nick Rodriguez Community Center – 213 F Street, Antioch, CA 94509

Each of these facilities has adequate space that can be dedicated to events. The largest room has the capacity for up to 300 dining guests.

The City of Antioch Recreation Department invites proposals from qualified security providers who are interested in becoming part of a preferred vendor list for renters to choose from for their events. As of the issue date of this RFQ, there is no opening date for general public entry or event rentals at city facilities; the preferred vendor list is being established in preparation for when private rentals may resume.

Within this document, specific information regarding the facilities will be provided (i.e. background, site description, size of individual spaces, and submittal requirements).

Background

The Recreation Department is looking to move into a seamless direction as it relates to security services for rentals. By establishing a preferred vendor list, renters of city facilities will now have a choice when it comes to the security providers for their event.

All three facilities have indoor community space available for rent, and the Antioch Community Center and Antioch Water Park have outdoor space available as well. Room size varies at each location, with the largest room accommodating up to 300 dining guests for an event. The three locations offer different amenities that are suitable for all types of events, parties, and activities. The city requires one security guard for every 100 guests at all youth events, events serving alcohol, and any other event at the city's discretion.

The Recreation Department is looking to establish a 2-year term vendor list for security service options for its facility rental applicants, with a possible opportunity to extend the term. The Recreation Department has flexibility to allow multiple rentals at the same time. Security providers will be responsible to the renter that contracts services with them, as well as to city staff working any and all events.

Site Descriptions

Antioch Community Center:

The Antioch Community Center opened in 2010 and has a several rooms available for event rentals. The Antioch Community Center offers great views and a lot of natural light. The facility also includes a full-service catering kitchen available to rent.

The Ballroom can seat up to 300 with tables and chairs for event/dinner style seating. This room may also be divided for a half ballroom or two quarters for smaller gatherings. There is an outdoor patio adjacent to the ballroom and an amphitheater that opens up to the hillside on the north side of the facility. The West Island Room makes an excellent space for a smaller event. The West Island Room can seat up to 58 dining guests and has a small patio included with the rental.

The Antioch Community Center is located at 4703 Lone Tree Way, just east of Hillcrest Avenue and directly across the street from Deer Valley High School. Since it has opened, the Antioch Community Center has been the showcase facility for the City of Antioch. The Antioch Community Center is open to be viewed during Open House times of 12:30-1:00pm on Saturdays.

Antioch Water Park:

The Antioch Water Park is located at 4701 Lone Tree Way, right beside the Antioch Community Center, east of Hillcrest Ave and directly across the street from Deer Valley High School. Both facilities share a large parking lot. The Antioch Water Park Multi-Use Room has an amazing view of the water park and is well lit with plenty of natural light. This room can seat up to 120 people in event/dinner style seating for parties and activities. The Antioch Water Park is open to be viewed during Open House times of 3:30-4:00pm on Thursdays.

Nick Rodriguez Community Center:

Located in historic downtown Antioch, the Nick Rodriguez Community Center has a lot of charm. Formally a Sears & Roebuck retail store, this property is located at 213 F St. It is right beside the Antioch Senior Center and walking distance to El Campanil Theatre and downtown restaurants. The Multi-Use Room can seat up to 220 people in event/dinner style seating for parties and activities.

The Nick Rodriguez Community Center also includes a 190-seat Community Theatre that is available for rent. This Theatre is home to local community theater companies and is a great facility option for weddings, recitals, and other gatherings. This Center offers several break-out rooms and a Conference Room available to rent.

There is plenty of parking in the lot and adjacent streets at the Nick Rodriguez Community Center. The Nick Rodriguez Community Center is open to be viewed during Open House times of 2:00-3:00pm on Tuesdays.

Selection of Users

A committee will review all qualification proposals received by the City of Antioch Recreation Department. Selected proposals will be invited to interview with the City of Antioch. Proposals will be evaluated on the basis of the services provided, safety reputation established within the community, and the ability to show flexibility with special event programming from the City.

Submittal Requirements

A comprehensive proposal shall be submitted to the City of Antioch Recreation Department for consideration. The comprehensive proposal shall include all of the required elements below.

1. Description of Organization

The proposal shall include resume of the key personnel involved with the Organization (CEO/President, Key Staff, Contact/Dispatch Staff, etc.). The description should also include a full description of services provided.

2. Event Security Experience

The proposal shall include a description of services provided for a minimum of three years. Public sector security is highly desired.

3. Financial Capability

Each Organization shall provide financial statements for the past three years to prove sufficient economic stability to be considered as a solvent organization to be placed on the preferred vendor list.

If less than three years are available, provide the Organization’s fiscal goals, business plan, and operation plan.

4. References

Each Organization shall submit a minimum of three business references that provide a comprehensive representation of the Organization’s work history and services provided.

Contact Information

Questions regarding this RFQ should be directed to the following persons:

Stephanie Simmons
Office Assistant/Facility Coordinator
Tel: (925) 776-3052
Fax: (925) 776-3079
E-mail: ssimmons@antiochca.gov

Nancy Kaiser
Parks & Recreation Director
Tel: (925) 779-7078
Fax: (925) 776-3079
e-mail: nkaiser@antiochca.gov

For further information regarding the City of Antioch, please visit www.antiochca.gov.

Submission Deadline

To be eligible for consideration, a complete RFQ submission packet must be delivered to the Antioch Community Center by 5:00pm, on Friday, November 13, 2020. Proposals should be limited to **no more than 10 pages in length**. All packets shall be sent to:

*Antioch Community Center
Attn: Security Guard Services RFQ Committee
4703 Lone Tree Way
Antioch, CA 94531*

Request for Qualifications Timeline

October 1, 2020	RFQ released
November 13, 2020	Deadline to submit RFQ
November 20, 2020	Committee completes review of RFQ submittals and submits its recommendations for the Preferred Vendor List for Security Services
December 1, 2020	City creates Preferred Vendor List for Security Services and notifies selected Vendors
January 1, 2020	Preferred Vendor List for Security Services is released for use by Renters of City facilities

City of Antioch Recreation Department
RFQ for Security Guard Services to Establish a Preferred Vendor List

Examples of Duties

- Upon arrival, check in with Building Attendant to introduce Security personnel on duty to Facility Maintenance staff.
- Confirm event details with Building Attendant and review any security concerns there may be for the event. (Concerns could be facility capacity, alcohol, age group, type of event, or any matters with rental prior to arrival).
- Accompany Building Attendant to any meetings during the event that could be contentious in nature (notification of reaching capacity, hard liquor found at party, any criminal activity, damage to facility, etc.)
- Report to and monitor areas that are critical to event structure. For example, one security person at front desk/lobby area and act as a roamer; one in the hallways and checking rented room(s); and one outside. At no time should all security personnel congregate in the same place during the event.
- Periodically check the parking lot and the restrooms; report back to Building Attendant any findings that may be out of place or against policy.
- Inform client when alcohol must stop being served.
- Inform client when music needs to be turned off and party is over.
- For youth events, cross-reference names/invitations of under-age guests with the client's chaperone list.

**EXHIBIT B
SAMPLE AGREEMENT**

**CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF ANTIOCH AND**

_____ **[NAME OF CONSULTANT]**

THIS AGREEMENT (“**Agreement**”) is made and entered into this _____ day of _____, 202____ (“**Effective Date**”) by and between the City of Antioch, a municipal Corporation with its principle place of business at 200 H Street, Antioch, CA 94509 (“**City**”) and _____ with its principle place of business at _____ (“**Consultant**”) as of _____, 202____. City and Consultant individually are sometimes referred to herein as “**Party**” and collectively as “**Parties.**”

SECTION 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant shall furnish all technical and professional services including labor, material, equipment, transportation, supervision and expertise to provide to City the services described in the Scope of Work attached as Exhibit A attached hereto and incorporated herein at the time and place and in the manner specified therein (“**Services**”). In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

1.1 Term of Services. The term of this Agreement shall begin on the Effective Date and shall end on _____, the date of completion specified in Exhibit A, and Consultant shall complete the Services described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the Services required by this Agreement shall not affect the City’s right to terminate the Agreement, under Section 8.

1.2 Standard of Performance. Consultant represents that it is experienced in providing these services to public clients and is familiar with the plans and needs of City. Consultant shall perform all Services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession.

1.3 Assignment of Personnel. Consultant shall assign only competent personnel to perform Services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.

1.4 Time. Consultant shall devote such time to the performance of Services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.1 above and to satisfy Consultant’s obligations hereunder.

SECTION 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed _____, notwithstanding any contrary indications that may be contained in Consultant’s proposal, for Services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant’s proposal, attached as Exhibit A, regarding the

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amount of compensation, the Agreement shall prevail. City shall pay Consultant for Services rendered pursuant to this Agreement at the time and in the manner set forth below. The payments specified below shall be the only payments from City to Consultant for Services rendered pursuant to this Agreement. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the Services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the Parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2.1 Invoices. Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for Services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services; and,
- The Consultant's signature.

2.2 Payment Schedule.

2.2.1 City shall make incremental payments, based on invoices received, [according to the payment schedule attached as Exhibit B and incorporated herein], for Services satisfactorily performed, in accordance with the requirements of this Agreement, and for authorized reimbursable costs incurred. City shall have thirty (30) days from the receipt of an invoice that complies with all of the requirements of Section 2.1 to pay Consultant.

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2.2.2 City shall pay the last 10% of the total sum due pursuant to this Agreement within sixty (60) days after completion of the services and submittal to City a final invoice, if all services required have been satisfactorily performed.]

2.3 Total Payment. City shall pay for the Services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering Services pursuant to this Agreement, unless expressly provided for in Section 2.5.

In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

2.4 Hourly Fees. Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the fee schedule in Exhibit B.

2.5 Reimbursable Expenses. Reimbursable expenses are specified below, and shall not exceed _____ (\$ _____). Expenses not listed below are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

Reimbursable Expenses are:

2.6 Payment of Taxes. Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

2.7 Authorization to Perform Services. The Consultant is not authorized to perform any Services or incur any costs whatsoever under the terms of this Agreement until Consultant receives authorization to proceed from the Contract Administrator.

SECTION 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the Services required by this Agreement. City shall make available to Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

SECTION 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Consultant, at its own cost and expense, shall procure insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work by the Consultant and its agents, representatives, employees, and subcontractors. Consultant shall provide proof

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satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects to the City. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's proposal. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Insurers shall have an AM Best rating of no less than A:VII unless otherwise accepted by the City in writing:

4.1 Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. If Consultant's services include work within 50 feet of a railroad right of way, the Consultant shall have removed any exclusion on their liability policy limiting coverage for work near a railroad, or shall provide a Railroad Protective Liability policy in favor of the City. Limits for such coverage shall be no less than \$5,000,000.

4.2 Automobile Liability Insurance. ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.

4.3 Workers' Compensation Insurance. as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

4.4 Professional Liability (Errors and Omissions): Insurance appropriate to the Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

4.5 Other Insurance Provisions. Unless otherwise specified below, all insurance policies are to contain, or be endorsed to contain, the following provisions:

4.5.1 *Additional Insured Status.* The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. CGL coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used). This requirement shall only apply to the CGL and Automobile Liability Insurance policies specified above.

4.5.2 *Primary Coverage.* For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it. This requirement shall only apply to the CGL and Automobile Liability Insurance policies specified above.

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4.5.3 *Notice of Cancellation.* Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

4.5.4 *Waiver of Subrogation.* Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer. This requirement shall only apply to the CGL, Automobile Liability and Workers' Compensation/Employer's Liability Insurance policies specified above.

4.5.5 *Deductibles and Self-Insured Retentions.* Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Consultant to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

4.5.6 *Claims made policies.* If any of the required policies provide claims-made coverage:

4.5.6.1 The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

4.5.6.2 Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**

4.5.6.3 If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

4.6 **Certificate of Insurance and Endorsements.** Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

4.7 **Subcontractors.** Consultant shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated in this Agreement, including but not limited to naming additional insureds.

4.8 **Higher Limits.** If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

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4.9 Special Risks or Circumstances. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage or other special circumstances.

4.10 Remedies. In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise, any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due to Consultant under the Agreement;
- Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or,
- Terminate this Agreement.

SECTION 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

5.1 To the fullest extent permitted by law, Consultant shall defend (with counsel reasonably acceptable to City), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

5.1.1 Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply.

5.2 By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration, and that these provisions survive the termination of this Agreement.

SECTION 6. STATUS OF CONSULTANT.

6.1 Independent Contractor. At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Section 1.3; however, otherwise City shall not have the right to control

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the manner or means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including, but not limited to, eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

6.2 Consultant Not Agent. Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

SECTION 7. LEGAL REQUIREMENTS.

7.1 Governing Law. The laws of the State of California shall govern this Agreement.

7.2 Compliance with Applicable Laws. Consultant and any subcontractors shall comply with all laws applicable to the performance of the Services.

7.3 Other Governmental Regulations. To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.

7.4 Licenses and Permits. Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid business licenses from City.

7.5 Nondiscrimination and Equal Opportunity. Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, sexual orientation or any other legally protected status, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any Services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

Consultant shall include the provisions of this Section in any subcontract approved by the Contract Administrator or this Agreement.

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7.6 California Labor Code Requirements. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects (“Prevailing Wage Laws”). If the services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

If the services are being performed as part of an applicable “public works” or “maintenance” project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the full term of this Agreement and require the same of any subconsultants, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant’s performance of services, including any delay, shall be Consultant’s sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

SECTION 8. TERMINATION AND MODIFICATION.

8.1 Termination. City may cancel this Agreement at any time and without cause upon written notification to Consultant.

Consultant may cancel this Agreement only for cause upon thirty (30) days’ written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, Consultant shall be entitled to compensation for Services performed satisfactorily to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software,

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video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.

8.2 Extension. City may, in their sole and exclusive discretion, extend the end date of the term of this Agreement beyond that provided for in Section 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

8.3 Amendments. The parties may amend this Agreement only by a writing signed by all the Parties.

8.4 Assignment and Subcontracting. City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

8.5 Survival. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.

8.6 Options upon Breach by Consultant. If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:

8.6.1 Immediately terminate the Agreement;

8.6.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement; and/or

8.6.3 Retain a different consultant to complete the work described in Exhibit A not finished by Consultant in which case the City may charge Consultant the difference between the cost to have a different consultant complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

SECTION 9. KEEPING AND STATUS OF RECORDS.

9.1 Records Created as Part of Consultant's Performance. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, drawings, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares

**EXHIBIT B
SAMPLE AGREEMENT**

or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use.

9.2 Confidentiality. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be kept confidential by Consultant. Such materials shall not, without the prior written permission of City, be used by Consultant for any purpose other than the performance of this Agreement nor shall such materials be disclosed publicly. Nothing furnished to Consultant which is generally known, shall be deemed confidential. Consultant shall not use the City's name or logo or photographs pertaining to the Services under this Agreement in any publication without the prior written consent of the City.

9.3 Consultant's Books and Records. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for Services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant.

9.4 Inspection and Audit of Records. Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds Ten Thousand Dollars (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under the Agreement.

9.5 Intellectual Property. The City shall have and retain all right, title and interest, including copyright, patent, trade secret or other proprietary rights in all plans, specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, enhancements, documents and any other works of authorship fixed in any tangible medium or expression, including but not limited to physical drawings or other data magnetically or otherwise recorded on computer media ("Intellectual Property") prepared or developed by or on behalf of Consultant under this Agreement. Consultant further grants to City a non-exclusive and perpetual license to copy, use, modify or sub-license any and all Intellectual Property otherwise owned by Consultant which is the basis or foundation for any derivative, collective, insurrectional or supplemental work created under this Agreement.

SECTION 10. MISCELLANEOUS PROVISIONS.

10.1 Venue. In the event either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Contra Costa or in the United States District Court for the Northern District of California.

**EXHIBIT B
SAMPLE AGREEMENT**

10.2 Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

10.3 No Implied Waiver of Breach. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

10.4 Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.

10.5 Use of Recycled Products. Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.

10.6 Conflict of Interest. Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant shall not employ any official of City in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Section 1090 *et seq.*

Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of City in the previous twelve months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code § 1090 *et. seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for Services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code Section 1090 and, if applicable, will be disqualified from holding public office in the State of California.

10.7 Inconsistent Terms. If the terms or provisions of this Agreement conflict with or are inconsistent with any term or provision of any Exhibit attached hereto, then the terms and provisions of this Agreement shall prevail.

10.8 Solicitation. Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

10.9 Contract Administration. This Agreement shall be administered by _____ ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

**EXHIBIT B
SAMPLE AGREEMENT**

10.10 Notices. Any written notice to Consultant shall be sent to:

Any written notice to City shall be sent to:

[INSERT DEPARTMENT/NAME]

City of Antioch
P. O. Box 5007
Antioch, CA 94531-5007

City of Antioch
P. O. Box 5007
Antioch, CA 94531-5007
Attn: City Attorney

10.11 Integration. This Agreement, including all exhibits and other attachments, represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

CITY:

CITY OF ANTIOCH

Rowland E. Bernal, Jr. City Manager

Attest:

Arne Simonsen, MMC

Approved as to Form:

Thomas Lloyd Smith, City Attorney

CONSULTANT:

[NAME OF CONSULTANT]

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

[Two signatures are required for a corporation or one signature with the corporate bylaws indicating that one person can sign on behalf of the corporation]

**EXHIBIT B
SAMPLE AGREEMENT**

EXHIBIT A
SCOPE OF WORK

**EXHIBIT B
PAYMENT SCHEDULE**

Facility *Check all that Apply*
Antioch Community Center
 4703 Lone Tree Way, Antioch CA 94531
 Community Hall (Full Ballroom) 300
 Hall A (1/2 Ballroom) 150
 Hall B or C (1/4 Ballroom) 75
 West Island Room 58
 Kitchen
 Other _____

Antioch Water Park
 4701 Lone Tree Way, Antioch CA 94531
 Multi-Use Room 120

Prewett Park Outdoor Use
 Partially covered picnic area between the Antioch Community Center & Water Park
(Please fill out the additional questionnaire)
 Grand Plaza 120

Nick Rodriguez Community Center
 213 F Street, Antioch CA 94509
 Multi-Use Room 220
 Theater 190
 Arts & Crafts Room 35
 Conference Room 30
 Other _____

Date(s) Requested Day of Week: Sun Mon Tue Wed Thu Fri Sat

Mo/Day/Yr:	Rental Start Time <small>(enter facility/begin decorating)</small>	Function Start Time <small>(guests arriving)</small>	Function End Time <small>(guests left/begin clean-up)</small>	Rental End Time <small>(clean-up complete/exit facility)</small>
Estimated Attendance: _____				

of children expected: _____
(included in the total estimated attendance) **Note: No early arrival and no storage of items before or after rental allowed.**

Type of Function
 Adult Birthday Youth Birthday - Age _____
 Baptism Family Reunion Meeting
 Fundraiser Wedding/Reception Other: _____

Rental Details *use additional sheet if necessary*
 Will this event be open to the public? Yes No *If yes, please explain _____*
 Will an admission fee be charged? Yes No *If yes, amount & purpose of fee? _____*
 Will there be decorations? Yes No *If yes, please explain _____*
 Will food or beverage be served (given away or sold)? Yes No **NOTE: If the event is open to the public and food or beverage is being sold or given away, a CCC Environmental Health Temporary Food Permit is required.**
 Will alcohol be served? Yes No *If yes, an alcohol permit is required (beer & wine only/no kegs/5 hours max)*
 Will alcohol be sold? Yes No *If yes, ABC liquor license & liquor liability insurance will be required*
 Event Insurance (required for all rentals) Buy (\$149) Provide On File Exp: _____

Rental Equipment
 Projector & Screen: \$78 (Full Ballroom & Hall A) \$53 (West Island) \$43 (Antioch Water Park & Nick Rodriguez)
 Screen Only: \$26 (Full Ballroom & Hall A) \$23 (West Island) \$20 (Antioch Water Park & Nick Rodriguez)
 Wired Mic: \$12 (Full Ballroom/Hall A/Water Park/Nick Rodriguez) Wireless Mic: \$16 (Community Hall Full/A/B/C)
 Podium: \$20 (All Locations-if available) Portable Bar: \$30 (Community Hall Full/A/B/C & West Island-if available)

Applicant Information **NOTE: The Applicant must be the main point of contact for the event, sign all documents required for the event, and be in attendance for the duration of the event.**

Applicant's First Name	Applicant's Last Name	Applicant's Date of Birth	
Address	City	State	Zip Code
Phone 1	Phone 2	Email Address	
Emergency Contact Name	Emergency Contact's Relationship to Applicant	Emergency Contact Phone Number	

Organization Information (if applicable) Non-Profit 501(c)(3) Documentation Provided

Organization Name	Organization Email Address	Organization Website	
Address	City	State	Zip Code
Phone 1	Phone 2	Fax	

I understand that the date requested above is not booked until a contract is signed and deposit paid. The charges are estimates only and will be finalized at the contract signing meeting. All agreements must be in writing, no verbal approvals or agreements.

Signature: _____ Date: _____

THIS IS A WAIVER AND RELEASE. READ IT CAREFULLY BEFORE YOU SIGN IT. My signature certifies that I have read the conditions as set forth by the City of Antioch Recreation Department governing the use of the items specified above; that I will take full responsibility for seeing that the use of these facilities/area by the organization/group I represent is in full adherence and compliance with these conditions; that I will hold the City harmless from any damage, claim for damage for personal injury or death, damage to or loss of property incurred in the use of these facilities/area; that if there are any minors in the group using these facilities/area, I will accept full responsibility for them throughout the period covered by this Department Applicant Permit. I HAVE READ THIS RELEASE AND I UNDERSTAND AND ASSUME THE RISKS INVOLVED. BY SIGNING, I GIVE UP MY RIGHT TO SUE.

Signature: _____ Date: _____

The City's recreation facilities are primarily intended for recreational and cultural use in conjunction with the recreation department activities and for approved public use. The policy regarding the use of these facilities and the proper procedure for its reservation are important so that all prospective users may recognize their important responsibilities in using the facilities.

Applicants shall be permitted and encouraged to make use of the recreation facilities for recreational, educational, cultural and other worthwhile purposes regardless of race, color, creed or religion when such uses do not conflict with the regularly scheduled programs. The use of the facility shall be governed by the following rules and policy regulations; whenever action by the "City" must be taken, the City Manager or his designated representative shall act on behalf of the City. No exception to these rules shall be allowed by any applicant unless specifically authorized by the City Council after recommendation from the Parks and Recreation Commission.

Section I – RESERVATIONS OF FACILITIES

Initial:

- A. Reservations for use of the facilities may be made by contacting the Antioch Community Center to schedule a contract appointment. A facility rental application/contract and facility deposit must be filed in person and approved by the City a minimum of 30 days prior to the requested date of use. Reservations may not be made more than one (1) year in advance. Memorials or Celebration of Life events may be scheduled less than 30 days in advance dependent on availability and staffing. If scheduled less than 30 days in advance, all fees are due in cash at time of the contract appointment.
- B. All rentals must be a minimum of four (4) hours and rental hours shall include time for preparation and clean-up. Refunds will not be given for unused time. The application form must be signed by an adult (21 years of age or older) responsible for the event. A completed facility rental application/contract and a \$500.00 facility deposit must be paid to the City of Antioch prior to approval of the facility use. Balance is due 30 days prior to the event; a late fee will be assessed if all fees are not paid in full 30 days prior to the event. Future reservations by any group or individual will not be accepted until their outstanding bills from prior uses have been paid in full.
- C. Applicant shall specify the nature and extent of the facility use, including but not limited to type of event/activity, attendance, entertainment, recreation amenities, decorations, food, alcohol, and admission/ticket fees. The applicant must agree to abide by all rules and regulations governing the use of the facility, including these. Any failure to so abide may result in revocation of the approved permit by the City and the forfeiture of all fees or deposits that have been paid.
- D. In addition to the facility deposit, a \$500.00 refundable Police Response Deposit may be required for the event. The Police Response deposit must be paid to the City of Antioch 30 days prior to the event. The applicant shall be responsible for maintaining public safety and security for all activities related to the applicant's event. If a police response is required within or outside the facility to control a threat to the public peace, health, safety or general welfare of those in attendance, then the full Police Response Deposit shall be forfeited by the applicant. The City of Antioch reserves the right to close down or cancel any event that is in violation of any City ordinance. The City also reserves the right to close down or cancel the event if public safety or affected department supervisors deem the event unsafe for public participation. The applicant shall not be responsible nor held liable for incidents or activities unrelated to the applicant's event.
- E. No reservations will be taken on a continuous year-to-year basis, except when Recreation Department or City-sponsored programs may be so scheduled. Recreation Department or City-sponsored activities have priority over any and all other requested uses of the facility and may pre-empt applications for such facility use. Exclusive use of recreation facilities is not promised.
- F. No use of the recreation facility shall be free, but rather all uses shall be charged based on rates established in the City's Master Fee Schedule, unless expressly authorized by the City.

Section II – INELIGIBLE APPLICANTS OR ACTIVITIES

Initial:

- A. Commercial business or professionals engaged in an activity for private gain or profit may use the facilities of the City, but all noncommercial activities shall take precedence over these uses. Private gain is specifically defined as a use for the principal purposes of making a profit not pledged to be used for public or charitable purposes.
- B. No group or individual, political or otherwise, that advocates the immediate overthrow of the United States Government or the government of the State of California by force or violence or other unlawful means may use the City's recreation facilities for such purposes.
- C. No activity shall be allowed which will cause a substantial danger or damage to the facility, grounds or neighborhood, nor shall any activity be allowed which is deemed not to be in the best interest of the City. Decisions regarding this shall be made by the City.
- D. All approved youth events/activities are by invitation only; public advertising by any means, including emails, social media, internet publications or public postings will result in immediate cancellation of the event. See Section V "Rescheduling and Cancellations."

Section III – USE OF THE FACILITY

Initial:

- A. The individual or organization that is granted use of any portion of the facility will be held responsible for any loss or damage to the property caused by such use. Extra personnel charges may be assessed by the City for such use. Any damages, extra cleaning needs or policy violations discovered by Facility Staff will be noted and applicable fees deducted from the facility deposit; the applicant will be billed by the City of Antioch for any additional expenses not covered by the facility deposit. The determination and assessment of additional charges shall be at the sole discretion of the City.
- B. The facility capacity maximums are strictly enforced. The maximum capacity for an event includes all adults and children, including caterers, DJ's, bands, party planners, etc. Violation of the capacity limits will result in immediate termination of the event and forfeiture of some or all of the facility deposit.
- C. The applicant shall indemnify and hold the City of Antioch, its officers, agents, and employees, harmless from any damage, claims for damage, or judgments for injury to persons or damage to property, which is not the result of negligence of the City or its employees or agents. The City shall require an applicant to provide an endorsement of comprehensive liability insurance if it is deemed the activity to be conducted by the applicant contains unusual risk or damage or injury to participants or the public. Such endorsement shall name the City of Antioch as additional insured, and shall be approved as to form and amount by the City Attorney.
- D. No items/equipment may be removed from the facility. Rental equipment use must be requested at the time of reservation. It is the applicant's responsibility to check their equipment's compatibility with the facility's equipment (example: laptop connection to AV system). Storage of items/equipment before or after event is not allowed.
- E. No items/equipment other than what is ordinarily used or found at the facility may be used without the permission of the City. Drinks with red or orange dye and/or food coloring are not allowed in the facility. Cooking outside of kitchen areas must be approved by the City (i.e. barbeques, food carts/trucks, etc.).
- F. After the facility has been used, it must be left in a clean and orderly condition. All equipment moved or borrowed must be returned to its original position and location.
- G. Additional charges may be assessed against the applicant resulting from use of the facility beyond the rental time specified. No part of the facility may be operated beyond midnight, which is the facility's closing time. The determination of additional charges shall be at the sole discretion of the City.
- H. Use of the lights, heating/cooling system, public address system, and other equipment within the facility is the responsibility of the City and their use must specifically be authorized by the City prior thereto.
- I. No advertising shall be exhibited and no solicitation or sales made in the building or on the grounds without the prior written permission of the City.

Section III – USE OF THE FACILITY *(continued)*

Initial:

- K. Decorations anywhere within the facility must be approved by the City prior to being installed. The applicant must make sure all decorations are removed before leaving the facility. A violation of these regulations will result in fees charged to the applicant. All decorations must conform to the following:
1. Cellophane adhesive, duct tape, nails, screws, staples and all other similar materials (including Command® hooks) in walls, floors, woodwork or on windows is strictly prohibited unless specifically authorized by the Antioch Recreation Department. Only blue painter's tape is acceptable.
 - 1a. No items may be attached to or hung from the terra cotta glazed wall located in the Ballroom at the Antioch Community Center (wall by the sinks, nearest to the Lobby area).
 2. All decorations must be fire proofed or of fire retardant materials. Candles are allowed only in a hurricane vase or water (except on cakes). Balloons of any type must be tied down.
 3. Chewing/Bubble Gum of any kind is not permitted as part of decorations, favors or candy table.
 4. Doorways, hallways, exits/exit signs, and fire extinguishers shall not be covered or obstructed.
 5. The City will not provide supplies of any kind to groups or individuals using the facility. All such supplies must be provided by the applicant.
 6. No rice, confetti, glitter, bubble machines, smoke/fog/dry ice machines or other similar materials shall be distributed either inside or outside the facility unless specifically authorized by the City prior to the date of use.
 7. Treat all furniture with care and respect; do not move/slide tables and do not stand, sit or lie on tables. Recreation Staff is available to make adjustments to table set-up if needed.
- L. At all times the facility is being used, a City employee shall be on duty to ensure the enforcement of these Rules & Regulations. Additional staff may be required due to the size or nature of the event. The City of Antioch reserves the right to close down or cancel any event that is in violation of any city ordinance. The City also reserves the right to close down or cancel the event if public safety, damage to the facility, behavior of the event guests, or affected department supervisors deem the event unsafe for public participation.
- M. Security Officers may be required to be on duty during events as needed. Request must be confirmed prior to booking. The determination as to whether security officers will be required and their numbers will be made by the City on the basis of the nature of the activity and the number of people in attendance. The services of these security officers will be paid for by the applicant.
- N. When any non-City sponsored activity is being conducted, the individual or organization granted use of the facility shall procure and maintain the full force and effect, during the use of the facility, a comprehensive personal liability and property damage insurance policy covering such individual's or organization's use of the facility in an amount not less than \$100,000.00 for injury for any one person in any single accident; \$1,000,000.00 for more than one person and \$50,000.00 for property damage. It is further understood and agreed that the City of Antioch, its officials, officers and employees shall be named as additional insured under this policy and that the applicant shall hold the City, its officers and employees, harmless for any damage caused by the use of said facility. An endorsement of insurance satisfactory to the City Attorney evidencing approval of the use of the facility is required. The applicant has the option of purchasing a one-day insurance policy through the City of Antioch.
- O. Kitchen use is strictly limited to catering or food warming unless in conjunction with an approved class. Dishes and utensils will not be made available to the applicant, but rather must be provided by the user. Children under the age of 12 are not permitted in kitchen areas at any time.
- P. If any food is served at a public/community event, a Temporary Food Facility permit must be obtained by the applicant from Contra Costa County Environmental Health in Concord. The permit process requires that the event organizer fill out the Temporary Food Event Application, and attach, if applicable, the vendor's proof of non-profit or veteran status, as well as a site map showing the locations of booths, restrooms, and garbage. There must also be a list of all food/beverage vendors and a payment of all fees. The complete application must be submitted to County Health 14 days before the event and a copy of the approved permit must be submitted to the Recreation Department prior to date of use. Contact County Health or visit their website for further information.

Section III – USE OF THE FACILITY (continued)Initial:

- Q. Minor children under the age of 12 must be supervised at all times during the event. For every ten (10) minors using the facility, 1 adult chaperone shall be present, and names and phone numbers of such chaperones shall be furnished to the Recreation Department 1 week prior to the use of the facility. Furthermore, all adult chaperones must be present prior to the start of the event. Youth events must provide a guest list with names and phone numbers and shall be furnished to the Recreation Department 1 week prior to the event. There may not be more than one controlled entrance/exit. If required, you may be asked to monitor the entrance/exit during your event.
- R. If applicant is holding a fundraising event within a recreation facility, the applicant must demonstrate to the City that the funds are being used for community or public purposes. For example, by submitting an event flyer or a letter from the organization president outlining the purpose of the fundraiser.
- S. No tickets shall be sold at the door or admission fees charged without the prior written permission by the City. Applicant shall notify the City at the time of contract signing if tickets will be sold at the door.
- T. Play equipment is not allowed inside or outside any of the facilities without City approval (such as bounce houses, inflatables, soft play, ball pits, gymnastics equipment, game trucks, etc.).
- U. Smoking (including e-cigarettes and marijuana in any form) is not permitted in any City facility or within 20 feet of an entrance or exit.
- V. Parking is only permitted in designated parking spaces. Furthermore, commercial or private vehicles are not allowed on pedestrian walkways for any reason.
- W. All activities of the facility shall be conducted according to law, and shall conform to the policies of the City of Antioch and the Recreation Department. Renter shall inform the City of all forms of entertainment occurring during renter's event/activity.
- X. City staff shall have the power to make any decisions on any matters not expressly covered by these rules and policy regulations and may require the applicant to provide, submit or do anything which the City determines to be in its best interest in order to protect the facility.

Section IV – ALCOHOL CONSUMPTION/USAGEInitial:

- A. Alcoholic beverages may be consumed only with advance approval and payment of an Alcohol Permit. If applicant intends to serve alcohol, it must be indicated on the rental application and applicant must complete the Alcohol Usage Agreement. Alcoholic beverages are strictly prohibited anywhere on Community Center/Water Park premises unless an Alcohol Permit has been approved by the City.
- B. Alcoholic beverages are limited to: bottled and canned beer (NO KEGS), wine, and champagne. HARD ALCOHOL IS NOT PERMITTED. Alcoholic beverages must be served from a controlled bar by a person over 21 years old and must be served with food. No alcohol may be brought in to the event once it has started. Alcohol may only be served for a total of 5 hours and service must end by 10:00pm.
- C. If applicant schedules an event with alcohol and the applicant or any guest brings hard alcohol or kegs to the event, it will result in forfeiture of one-half of the facility deposit and potentially the forfeiture of the full facility deposit if there is more than one violation or damage to the facility. *Initial here* .
- D. If applicant schedules a non-alcohol event and the applicant or any guest brings any type of alcohol to the event, it will result in the forfeiture of the full facility deposit. *Initial here* .
- E. Alcohol may be consumed without a license from the California Department of Alcoholic Beverage Control (ABC) when there is no monetary exchange for beverages or admission charged to the event. Events involving monetary exchange for alcoholic beverages will require an ABC License (example: purchase of meal or meal ticket with any form of alcohol being served as part of the meal).
- F. To sell alcoholic beverages (or tickets for alcohol), a valid License from ABC must be obtained. The ABC License must be on file in the Recreation Department 14 days prior to the use and the License must be prominently displayed during the event. City staff is required to check the License prior to allowing the sale or distribution of alcohol at the event. ABC will issue a one-day license to 501(c)(3)

non-profit groups who wish to sell admission tickets, beer or wine at a fundraising event. ABC Daily License applications are available at the Antioch Community Center. The local ABC Office is located at: 1515 Clay Street, Suite 2208, Oakland, CA 94612, (510) 622-4970.

Section V – RESCHEDULING AND CANCELLATIONS

Initial: _____

- A. Any cancellation of any reservation at a Recreation facility must be provided to the Recreation Department in writing by the applicant/renter. All cancellations will be charged a cancellation processing fee of \$75.00. Refunds due to applicant/renter may take several weeks to process.
 - 1. If applicant/renter submits a written notice of cancellation more than 24 hours after contract approval, the City will retain the cancellation processing fee plus **10% of the entire permit rental fee (deposits and charges)** from the Facility Deposit.
 - 2. If applicant/renter submits a written notice of cancellation less than 30 days prior to the reservation date, the City will retain the cancellation processing fee plus **40% of the entire permit rental fee (deposits and charges)**. *Initial here* _____.

If an act occurs beyond the control of the applicant and/or the City, which prevents the applicant's event from taking place, the Director can review this cancellation policy on a case-by-case basis.
- B. Once a contract has been approved and permit issued, the applicant/renter has 24 hours to make any contract modifications (such as date, time, place, attendance, alcohol, etc.) at no additional cost.
 - 1. Any modifications made 24 hours after contract approval will be charged a \$75.00 fee per request.
 - 2. Any modifications made less than 14 days prior to the reservation date will be charged a \$100.00 fee per request.
 - 3. Contract modifications are not available within seven (7) business days of the reservation date.
- C. On some occasions, it may become necessary to reschedule or relocate certain scheduled activities, which were authorized within the facility due to scheduling conflicts. If this is to occur, the applicant will be given advanced notice by the Recreation Department in order that the change does not greatly inconvenience the party or parties involved. In any event, the Recreation Department reserves the right to reschedule or cancel any event in its sole discretion without liability, subject to refund of all monies deposited by the applicant with the Recreation Department.
- D. If prior to the event the City determines that the applicant has misrepresented the true purpose of the planned event, then the City reserves the right to cancel the event at its sole discretion, without liability and subject to refund of all monies deposited by the applicant with the Recreation Department.
- E. Rates are subject to change.

I have read and agree to the above information.

Applicant's Signature

Today's Date

Renter's Name _____ Event Date _____

Rental Begin Time _____ Rental End Time _____

The Renter agrees to walk the facility, including restrooms, kitchen and rooms used with facility staff prior to and after the event to review any current or new damage to the facility that may have occurred during the rental.

The Renter agrees to perform the following:

- Pick-up and discard/remove all decorations (e.g. table coverings, wall décor, center pieces, balloons, etc.)
- Pick up all trash, both inside and outside, and place in lined trash cans provided.
- Ensure caterers clean kitchen area (i.e. stoves, counters, sinks, remove all items from the refrigerator, etc.)
- Report all spills to facility staff immediately for clean up and allow staff access to area.
- Remove all equipment brought in for the event (i.e. by the DJ, decorator, caterer, etc.)
- Leave walls, floors, and restrooms undamaged.

By signing below, I agree that at the conclusion of my event I will leave the facility in the same condition as when the event began. I further understand that non-compliance to this Agreement will result in the forfeiture of some, if not all, of my deposit, as well as I may be invoiced for any additional cost to provide for the clean-up of my event.

Renter's Signature: _____ Date: _____

Renter's Name _____ Event Date _____

Rental Begin Time _____ Rental End Time _____

SUBJECT DISCUSSED, ITEM PROVIDED, QUESTIONS ASKED:

Write your initials next to each item:

- _____ I have had the opportunity to read the Rules & Regulations and have a copy.
- _____ I will be in attendance throughout the event and I am responsible for the conduct and control of the group. Children under the age of 12 must be supervised at all times.
- _____ I have reviewed the rules about decorations. *(Rules & Regulations, Page 3, Section III, Item K, 1-7)*
- _____ Facility Walk-Thru: I agree to walk through the rented area(s) with Recreation Staff before and after the event (no one will be allowed in the facility before the walk-thru).
- _____ The maximum number of people (including guests, DJ/band, caterers, etc.) allowed at my event is _____. It is my responsibility to control the number of people admitted and not allow more than capacity.
- _____ Insurance Endorsement Criteria reviewed. BUY PROVIDE
- _____ Police Response fee and security services criteria reviewed. *Required:* YES NO
- _____ I will be serving alcohol: YES NO *If yes; no hard liquor, no kegs, 5 hours max, must end by 10pm
If alcohol or tickets for alcohol will be sold, a license must be obtained from CA Dept. of Alcoholic Beverage Control.*
- _____ I am scheduling an event open to the public: YES NO *If yes and food/beverage is included, a
permit must be obtained from Contra Costa County Environmental Health.*
- _____ Chaperone List (for youth events 12-21 years old) required: YES NO
- _____ I agree to test my equipment prior to the event to make sure it is compatible with the equipment in the facility. Equipment testing may occur during the facility's Open House.
- _____ All contract modifications must be in writing. *(date, time, place, attendance, youth, and alcohol)*
Contract modification fees are as follows:
 24 hours after contract approval = \$75
 Less than 14 days prior to event = \$100
 *Modifications are not available less than 7 days prior to the event.
- _____ Fees must be paid 30 days prior to my rental date or I risk cancellation of my event.
Late Fee \$100 (any payments made less than 30 days must be paid in cash)
- _____ **All paperwork, fees, and insurance are due on _____.**
(After the event, deposit refunds can take several weeks to process.)

Renter's Signature: _____ Date: _____

Please Give This Information to Your Insurer

The City of Antioch requires permit users to provide a **Certificate of Liability Insurance** naming the “City of Antioch its officers, officials, and employees” as an **additional insured**. To be acceptable the certificate must include the **additional insured endorsement**. The total must be a **minimum of \$1,000,000 of personal liability** insurance.

The certificate shall include the following language as additional insured:

City of Antioch its officers, officials and employees
and the address of the facility rented (see addresses below)

**City of Antioch its officers,
officials and employees**
Antioch Community Center
4703 Lone Tree Way
Antioch, CA 94531

**City of Antioch its officers,
officials and employees**
Antioch Water Park
4701 Lone Tree Way
Antioch, CA 94531

**City of Antioch its officers,
officials and employees**
Nick Rodriguez Community Center
213 F Street
Antioch, CA 94509

Please send the certificate to:

Antioch Community Center
Attn: Facility Coordinator
4703 Lone Tree Way
Antioch, CA 94531
Fax: 925-776-3079
Email: ssimmons@antiochca.gov

This certificate must be received by the Facility Coordinator 30 days prior to the date of the event. Please note: **The facility will not be opened for the event without this certificate.**

If you have any questions, please call 925-776-3050 Ext. 0

If you are unable to provide this certificate through your homeowners' insurance, you may purchase special event insurance through the City of Antioch.