



DONA ANA COUNTY

COMMUNITY RESOURCE CENTER

FACILITY USE POLICY

INTRODUCTION AND PURPOSE

Dona Ana County owns and operates 15 Community Resource Centers (CRC's) at various locations throughout the county. CRC types and uses must be established within a uniform guiding policy for associated public and private uses which complies with applicable provisions of Article IX, Sect. 14 of the New Mexico State Constitution, commonly known as the "Anti-Donation Clause."

The policy is intended to establish a standardized approach to use of CRC's, assessing fair and reasonable market based fees for their use, and providing a standard procedure for securing and managing such use. The County desires to maximize the use of the CRC's and promote active community use and involvement with the associated activities and services.

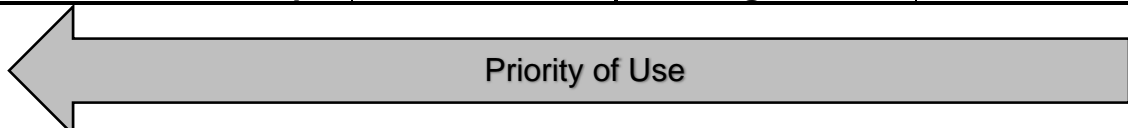
TYPES OF FACILITIES

Each of the 15 CRC's fit into one of three levels outlined below.

Level One	Level Two	Level Three
Full Time Centers	Part Time Centers	Occasional Use Only
Heavy Use	Moderate Use	Low / Seasonal Use
Full Time Staff On-Site	Part or Full	Not Staffed. May have Contracted Volunteers
May have Senior Meals	May have Senior Meals	No Senior Meal Program and no Kitchen Amenities
Heavy H&HS Programming	Occasional H&HS Programming	Seldom H&HS Programming
Not-For-Profit Use	Not-For-Profit Use	Not-For-Profit Use
Regional Standard Public Meeting Hubs	Meeting Room Use Encouraged	Private Meeting Room Use Encouraged
Computer Labs	Computer Labs on Schedule	No Computer Lab
Library Programs	Library Program on Schedule	No Library Service
Private Use Secondary	Private Use Capacity Higher	Private Use Capacity High
Facilities	Facilities	Facilities
Radium Springs	Placitas	Rincon
Dona Ana	Mesquite	Colquitt
Butterfield	La Mesa	DeLaO Visitors Center
Vado/Del Cerro	South Valley (Anthony)	Dona Ana Boxing Club
Dolores Wright	Betty McKnight	
Organ		

TYPES AND PRIORITIES OF USERS

There are Four types of facility users. The following table lists the potential users and their associated priority of use. Those on the left will have a higher priority of use than those on the right.

PUBLIC USERS		PRIVATE USERS	
Type 1	Type 2	Type 3	Type 4
DAC / Govt. Programs / Anti-Donation Exempt	Aligned NFP or Volunteer	Not Aligned NFP	Private or Commercial
			

Type 1 Users include Dona Ana County staff, other governmental agencies, and those exempt from the Anti-Donation Clause.

Type 2 Not-For-Profits are those whose program and activity within the center is aligned with the Mission, Vision, and Core Values of the County. Rental fees will be set at 50% of market value for these uses unless these users enter into a service agreement with the Department of Health and Human Services with agreement to open all books and ensure no financial gain outside of performance compensation is being secured by the user.

Type 3 Not-For-Profits are those whose interest is the group itself rather than for the general public.

Type 4 Users are those who limit access to the facility during their rental or may charge admittance. This category includes groups and individuals whose purpose is direct or indirect financial gain and whose use of facilities will result in the group's or individual's direct or indirect financial gain.

USE OF KITCHEN FACILITIES

Community Resource Centers often have either residential or commercial kitchens. Management of the kitchen resources to ensure compliance with contracted uses is required. In locations where Senior meals are served, exclusive use permits held by meal service provider(s) may prevent others from using kitchen equipment.

Some of the centers have kitchens that are available for use subject to certain conditions. Dona Ana County will not issue any kitchen use licenses but will defer to required Department of Health requirements.

After any approved use, the CRC kitchen shall be cleaned by the organization using it, to the satisfaction of the assigned Dona Ana County Staff. Failure to clean the kitchen may result in additional charges to the user group and/or that group being barred from using CRC's in the future.

An inspection of the kitchen by the New Mexico Environmental Department may occur at any time before or during an event to verify that proper food safety and sanitation procedures are being followed. Any citations issued will be the sole responsibility of the user group or permittee. Violations may result in the closure of the event to the public.

DEPOSITS AND RENTAL FEES

Rental fees are established by Dona Ana County and are subject to change. All applicable fees and/or deposits must be paid by credit card, check, or money order, made payable to the order of Dona Ana County. The preferred method of payment is to use the online facility rental program where fees can be paid directly.

CRC rental fees are required to be paid a minimum of ten business days prior to the approved event. Failure to secure a reservation ten business days in advance may nullify the rental commitment.

Rental fees and Deposit requirements will vary based on the type of facility rented and the type of user seeking the rental. There are separate fee schedules based on the Type of User and the Type of Facility being rented. Exhibit "A" contains the current schedule of costs.

Deposits may be made with a check made out to Dona Ana County or by credit card that will be entered into the facility rental program or stored with the rental agreement on file. Deposits will be held until a walk through inspection is complete by County staff to ensure the facility is returned to the pre-rental condition. If no damage or impacts are noted, a full refund will be provided. In the case of a credit card use, the associated hold will be released.

PROGRAMMING HOURS OF OPERATION

Staff will be assigned and present from 8:00 am to 5:00 pm Monday through Friday at all level one centers. Staff will be available as needed for access control or special events at level two and three facilities as needed to manage scheduled uses. Certified contracted volunteers may also be granted access to open and close CRC's for special after hour or weekend uses.

If staff are required to stay or return to the CRC's during the non-standard hours referenced above, an additional fee will be assessed as described in Exhibit "A". Every effort will be made to flex or alter staff work schedules to avoid the additional access costs when possible.

REQUESTS FOR FACILITY RESERVATION

An individual or representative of an interested group should contact the County property management staff using the online facility rental program at www.donaanacounty.xxx , in person at 845 Motel Blvd, Las Cruces, NM or by e-mail at xxxxiiixx@Donanacounty.org regarding proposed usage. All facility rental or use agreements will be entered into the facility management system to ensure compatibility of uses and scheduled events. The online rental use agreement may be off line in which case a paper form will be used until the system is fully operational (see Exhibit "B"). The property management staff will determine the most appropriate type of use category and the proposed user type defined within this policy.

All facility users must agree with the following conditions which are a part of all rental agreements, contracts, and short/long term leases for Community Resource Centers.

1. Any use of CRC's must comply with all statutes, ordinances, rules and regulations issued by Federal, State and local governments.
2. Non-profit groups will be required to provide written proof of their 501(C)3 status at the time of booking a facility.
3. CRC rental users must be at least 21 years of age.
4. Facility reservations are taken on a first-come, first-served basis.
5. To secure reservation, full payment of the rental fee and deposit are due at the time of booking.
6. Any requests for changes to the booking must be agreed upon in writing between the user (renter) and property management staff. Requests must be completed no later than two (2) weeks prior to event or by mutual agreement.
7. No alcoholic beverages are allowed on Dona Ana County Property.
8. No illegal drugs are allowed on Dona Ana County Property.
9. No smoking or vaping, including e -cigarettes, is permitted inside any facility. Any person smoking must be at least 50 feet away from any facility entrance.
10. Personal equipment must be removed from the CRC at the end of the rental period. The county will not be responsible for personal items left in the facility.
11. The county provides certain items for use to Renter and/ or Caterer such as tables, chairs, and minor equipment within the CRC's. We do not provide linens, silver, or tableware.
12. The county will not be responsible for moving, set-up and break-down, including stacking of tables, chairs, and other equipment used during private events.
13. Caterers must have proper licenses and liability insurance coverage. A copy of the Caterer's Certificate of Insurance must be made available when final payment is received for a catered event.
14. When decorating CRC's, the renter shall not cause or permit the facility to be injured, marred, or in any manner defaced or changed. No nails, tacks, screws or other fasteners can be inserted into any part of the facility. All decorations must be put up and taken down within the rental period contained in the official booking.

15. Cleaning requirements ensure the facility must be returned to its pre-event condition. All county equipment must be returned to the original designated areas.
16. All trash must be removed from the building and placed in an appropriate dumpster. All floors must be swept and cleaned after use of space. Renter will give floors a light mop where needed. Renter must immediately take care of any major spills. If renter is unable to remove spills, the county will have affected area(s) professionally cleaned at the renter's expense.
17. Renter agrees not to bring on to the premises any material, substance, equipment or object which is likely to endanger the life of, cause bodily injury to any person or property or which is likely to constitute a hazard.
18. The conduct of all event participants while on county property shall be the responsibility of the Renter. The Renter also accepts all responsibility for any injury to person(s) or property, or loss of or damage to property or theft of personal property on CRC premises during the rental period or resulting therefrom. The county retains the right to evict objectionable persons from the premises. Repeated violations may result in denial of future reservation requests.

LIABILITY INSURANCE

All groups or individuals (Private for profit and non-profit) shall provide proof of liability insurance in the form of a valid insurance company certificate of insurance to protect Dona Ana County and any employees or representatives of the county who will be conducting or assisting in or participating in the group's activities in CRC's in an official capacity.

Limits: The certificate shall show building user liability insurance policy limits in the amount of not less than \$1 million. Certificates of insurance shall include the name of the insurance company, name and address of the insured, type of policy, period of policy, a description of the activity, and the date(s) of the activity. The certificate shall include an endorsement which names Dona Ana County as an additional insured on the Certificate of Insurance.

Waiver: For many uses of the facility, the risk of injury and damage may be considered low enough that the county does not require any special liability insurance. All non-governmental use will require full coverage liability insurance unless a waiver has been accepted by county Risk Management staff. In some cases, the county can consider the approval of a waiver for not-for-profit users if they execute the proper hold harmless liability waiver for low impact uses. See Exhibit "C".

Sources: There are different options for securing the required insurance coverage for a CRC rental as follows:

1. Go to personal insurance agent or broker and have them arrange a separate policy or endorse an existing policy to extend coverage to the CRC for the period of their use.
2. Apply for a specific short term policy using the web-links provided on the county web site.

3. Choose to pay a user premium to help cover costs for the County's specific CRC liability policy. The amount of the user premium will be evaluated annually based on the policy cost and the number of users opting for this coverage.

Timeliness: The Certificate of Insurance shall be presented five (5) working days before the event. Dona Ana County Risk Manager will be authorized to review and approve all Insurance Certificates at least three days before the event. Questions about this process should be made to the Dona Ana County Risk Management Office at 647-7234.

SECURITY DURING EVENTS

Different uses of the facility(s) may entail different requirements concerning security. The county Property Manager will determine the tenant/user's eligibility to rent based on a checklist of past problem rentals.

One licensed, bonded security agent may be required for each 50 people attending a scheduled event in a CRC facility. If required, tenant/users may obtain security services on their own or through private sources identified by the county.

The tenant/user shall pay for the security services at least five days in advance and provide notice to the county of the arrangements made for security. Security will remain onsite until the event is concluded.

Dona Ana County Proposed Facility Rental Fees Level One

Facility	Time	Public Users						Private Users					
		Type I (No Cost)			Type 2 (50%)			Type 3 (85%)			Type 4 (100%)		
		DAC / Govt. Programs or Anti-Donation Exempt			Aligned NFP or Volunteer			Not Aligned NFP			Private or Commercial		
	Meeting Room	Multi-Purpose Room	LS Kitchen Use	Meeting Room	Multi-Purpose Room	LS Kitchen Use	Meeting Room	Multi-Purpose Room	LS Kitchen Use	Meeting Room	Multi-Purpose Room	LS Kitchen Use	
Radium Springs and Dona Ana	0-2 Hours				\$18	\$35		\$30	\$60		\$35	\$70	
	2-4 Hours				\$35	\$60		\$60	\$102		\$70	\$120	
	Add Hr				\$13	\$20		\$21	\$34		\$25	\$40	
Butterfield, Vado/Del Cerro, Dolores Wright	0-2 Hours				\$18	\$35	\$38	\$30	\$60	\$64	\$35	\$70	\$75
	2-4 Hours				\$35	\$60	\$75	\$60	\$102	\$128	\$70	\$120	\$150
	Add Hr				\$13	\$20		\$21	\$34		\$25	\$40	
After Hours and Weekend Hourly Fees *					\$15	\$25		\$26	\$43		\$30	\$50	
Deposit					\$18	\$50		\$30	\$85		\$35	\$100	

* Additional fee may be waived if a certified volunteer is present and staff are not needed to open and close facility

Dona Ana County Proposed Facility Rental Fees Level Two

Facility	Time	Public Users						Private Users					
		Type I (No Cost)			Type 2 (50%)			Type 3 (85%)			Type 4 (100%)		
		DAC / Govt. Programs or Anti-Donation Exempt			Aligned NFP or Volunteer			Not Aligned NFP			Private or Commercial		
	Meeting Room	Multi-Purpose Room	LS Kitchen Use	Meeting Room	Multi-Purpose Room	LS Kitchen Use	Meeting Room	Multi-Purpose Room	LS Kitchen Use	Meeting Room	Multi-Purpose Room	LS Kitchen Use	
Organ, Mesquite, and La Mesa	0-2 Hours				\$18	\$30	\$38	\$30	\$51	\$64	\$35	\$60	\$75
	2-4 Hours				\$35	\$50	\$60	\$60	\$85	\$102	\$70	\$100	\$120
	Add Hr				\$13	\$20		\$21	\$34		\$25	\$40	
Betty McKnight, Placitas, South Valley	0-2 Hours				\$13	\$30		\$21	\$51		\$25	\$60	
	2-4 Hours				\$25	\$50		\$43	\$85		\$50	\$100	
	Add Hr				\$18	\$20		\$30	\$34		\$35	\$40	
After Hours and Weekend Hourly Fees *					\$15	\$25		\$26	\$43		\$30	\$50	
Deposit					\$18	\$50		\$30	\$85		\$35	\$100	

* Additional fee may be waived if a certified volunteer is present and staff are not needed to open and close facility

**Dona Ana County
Proposed Facility Rental Fees
Level Three**

Facility	Time	Public Users						Private Users					
		Type 1 (No Cost)			Type 2 (50%)			Type 3 (85%)			Type 4 (100%)		
		DAC / Govt. Programs or Anti-Donation Exempt			Aligned NFP or Volunteer			Not Aligned NFP			Private or Commercial		
	Meeting Room	Multi-Purpose Room	LS Kitchen Use	Meeting Room	Multi-Purpose Room	LS Kitchen Use	Meeting Room	Multi-Purpose Room	LS Kitchen Use	Meeting Room	Multi-Purpose Room	LS Kitchen Use	
Colquitt, DeLaO, and Rinon	0-2 Hours				\$13	\$25		\$21	\$43		\$25	\$50	
	2-4 Hours				\$25	\$40		\$43	\$68		\$50	\$80	
	Add Hr				\$10	\$15		\$17	\$26		\$20	\$30	
Dona Ana Boxing Club**	0-2 Hours					\$40			\$68			\$80	
	2-4 Hours					\$70			\$119			\$140	
	Add Hr					\$25			\$43			\$50	
After Hours and Weekend Hourly Fees *				\$15	\$25		\$26	\$43		\$30	\$50		
Deposit				\$18	\$50		\$30	\$85		\$35	\$100		

* Additional fee may be waived if a contracted or certified volunteer is present and staff are not needed to open and close facility

** Monthly or annual rental agreement may be more appropriate



DONA ANA COUNTY FACILITY USE AGREEMENT

Applicant (Org) Name (Please Print):		
Authorized Agent / Contact Person:		
CRC Name:		
Type of Rental (Room or Full)		
Type of Event:		
Number of Attendees:		
Date(s) of Use	From:	To:
Time(s) of Use	From:	To:

Subject to acceptance of this request by County Officials, Dona Ana County hereby agrees to the following terms and conditions.

1. User has received and read the Dona Ana County Community Resource Center Facility Use Policy and accepts all terms and conditions contained therein.
2. User shall defend, save, hold harmless, and indemnify the County from any and all claims for the loss, damage or injury to any person or property from User's use of the said facility.
3. User shall remit a damage deposit pursuant to the Facility Use Policy.
4. User shall remit rental fees pursuant to the Facility Use Policy.
5. User shall provide Insurance pursuant to the Facility Use Policy.
6. User agrees to be responsible for all costs, attorney's fees and expenses incurred by the County in enforcing its rights pursuant to this use agreement, or in pursuing all available remedies which may be allowed herein or at law in equity
7. The County reserves the right to cancel this use agreement at any time for any reason including a conflict with use for County purposes or a determination that User's use of County facility is inappropriate.
8. The User must notify the County at the time this agreement is signed if there will be any reasonable accommodations needed by a person(s) with a disability.
9. County programs will have priority over any outside usage of the facility. Food sales require appropriate food handling permits.

THE TERMS AND CONDITIONS OF THIS AGREEMENT SHALL BE BINDING UPON APPROPRIATE SIGNATURES BEING OBTAINED. THE EFFECTIVE DATE OF THIS AGREEMENT SHALL BE THE DATE OF THE LAST SIGNATURE HEREON.

Name of User:	
Title of User:	
Date of Birth:	
SSN:	
Address:	
Phone: (List Two)	
Signature:	
Date:	

For Staff Use Only	
Rental Fee Due:	Paid By:
Deposit Due:	Paid By:
Insurance Type Received:	
Approved By:	
Signature:	
Date:	
Date Posted to Calendar:	

**DONA ANA COUNTY
AGREEMENT AND RELEASE OF LIABILITY**

Applicant (Org) Name (Please Print):	
Authorized Agent / Contact Person:	

- Applicant has the authority to bind the above company/organization and agrees to release and indemnify the County for losses, damages and liabilities as a result of this event.
- Applicant has read and agrees to comply with the Rules and Regulations for Use & Rental of County Community Resource Centers (meeting or multi-purpose room and facilities).

RISKS OR HAZARDS INHERENT IN THE ACTIVITY THAT MAY CAUSE DAMAGE TO PROPERTY, ILLNESS, BODILY INJURY, OR DEATH INCLUDE BUT MAY NOT BE LIMITED TO:

Tripping or Falling	Animals
Adverse Weather	Mishap with Vehicle
Cuts; Scrapes; Sprains and Breaks	Assault/Battery

I acknowledge that there are certain hazards and risks inherent in this activity, and I understand and appreciate the nature of the risks. I understand that these hazards or risks could result in property damage, illness, bodily injury or death to myself, my family members, or my guests. I agree to fully explain these risks to my family members and my guests prior to the activity.

The activity will take place on property owned by Dona Ana County, an Incorporated County of the State of New Mexico and this Agreement and Release of Liability is given for the benefit of the COUNTY.

In consideration of DONA ANA COUNTY allowing access to County property, I hereby accept all risk of property damage, illness, injury or death that may be suffered by myself, my family members, or my guests that may result from or occur during participation in the activity, and I hereby release the COUNTY, their governing body, officers, employees and representatives, estates, heirs, next of kin, and assigns for any and all claims and causes of action for loss of or damage to property of myself, my family members, or my guests and for any and all illness or injury to myself, my family members, or my guests, including death, that may result from or occur during participation in the activity, whether caused by negligence of the COUNTY, their governing body, officers, employees, or representatives, or otherwise, and hereby agree to indemnify and hold harmless COUNTY from and against any and all claims, liabilities, damages and costs and expenses that may arise as a result of participating in the activity.

I HAVE CAREFULLY READ THIS STATEMENT AND UNDERSTAND IT TO BE A **RELEASE OF ALL CLAIMS AND CAUSES OF ACTION** FOR ILLNESS, INJURY OR DEATH TO MYSELF, MY FAMILY MEMBERS, OR MY GUESTS OR LOSS OR DAMAGE TO THE PROPERTY OF

MYSELF, MY FAMILY MEMBERS, OR MY GUESTS THAT OCCUR WHILE PARTICIPATING IN THE DESCRIBED ACTIVITY AND AN AGREEMENT TO **INDEMNIFY** THE COUNTY FOR LOSSES, DAMAGES, AND LIABILITIES THAT MAY ARISE AS A RESULT OF PARTICIPATION IN THE ACTIVITY. IN THE EVENT I AM LEGALLY PRECLUDED FROM EXTENDING INDEMNIFICATION TO THE COUNTY, I WILL BE REQUIRED NEVERTHELESS TO AGREE TO BE RESPONSIBLE FOR ALL CLAIMS AND DAMAGES ARISING FROM PERSONAL INJURY OR DAMAGE CAUSED TO PERSONS OR PROPERTY RESULTING FROM MY ACTIVITIES, SUBJECT TO ALL APPLICABLE IMMUNITIES AND EXCEPTIONS. THIS AGREEMENT AND RELEASE OF LIABILITY IS VOLUNTARILY GIVEN.

I AGREE TO FULLY COMPLY WITH ALL APPLICABLE LOCAL, STATE OR FEDERAL LAWS, RULES, AND REGULATIONS. BY SIGNING BELOW, I HEREBY AFFIRM THAT I HAVE THE AUTHORITY TO BIND THE APPLICANT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.

SIGNATURE OF APPLICANT/OR AUTHORIZED AGENT

DATE

RECEIVED BY (DONA ANA COUNTY)

DATE