DOÑA ANA COUNTY
RESOLUTION NO. 2019-91

USE OF COUNTY COMMUNITY CENTERS

WHEREAS, Doña Ana County government ("County") has fifteen (15) community centers throughout the County that are used to further functions of government; and

WHEREAS, in 2004, Doña Ana County approved Resolution 2004-84, authorizing the use of County-owned Community Centers for Political Candidate Forums, Voter Registration Drives, and similar Voter Education Activities; and

WHEREAS, on December 12, 2006, Doña Ana County approved an Administration Agreement for Community Centers, County Guidelines for Renting a Community Center, On-going Services at a Community Center, and Agreement for Use of a Community Center; and

WHEREAS, in December 2018, Doña Ana County hired Garza and Associates, LLC to perform a Community Center assessment and make recommendations which are implemented in this policy and the Facility Use Agreement included herein; and

WHEREAS, Community Centers may be used for non-county-sponsored events, private events, or voter education events; and

WHEREAS, the County is prohibited by the New Mexico Constitution, Article IX, §14, commonly referred to as the anti-donation clause, from providing a benefit to private entities without receiving market value consideration in return;

NOW, THEREFORE, BE IT RESOLVED, Doña Ana County Resolution 2004-84 and the policies and use agreements approved in 2006 are hereby superseded, and the following rules shall govern the use of the Doña Ana County Community Centers:

1. **Administration:** The Facilities & Parks Department shall manage the Community Centers and is responsible for scheduling the use of the facilities and processing payments from Event Holders to assure the facility is not used to the detriment of the County and the public:

2. **Event Holder:** There shall be no per event charge for use by individuals or groups sponsoring events or activities that are open and free to the public and support the County's mission. Events or activities open to the public exceeding 75 people after normal business hours shall require a County employee, vetted volunteer, or security guard to be present during the event. There shall be a private event charge for use by individuals or groups sponsoring events or activities that are not open to the public. Any public or private entity may rent the Community Centers regardless of political or religious affiliation of any individual members of that entity.

3. **Prohibited Events:** Prohibited events or activities are those that pose a potential threat of danger or injury to individuals or property, the intended use conflicts with any other event or activity already scheduled, or where the intended use is illegal or contrary to public use policy.

4. Agreement: Any party desiring to use or rent all or a portion of a Community Center must complete a Doña Ana County Facility Use Agreement, substantially conforming to Exhibit A which is attached and incorporated herein by reference. Applications are available at the County Government Center, Facilities & Parks Department, 845 N. Motel Blvd., Las Cruces, NM, or online at www.donaanacounty.org.

5. Security Deposit: A deposit of $50 is required to secure a reservation for an event and shall be paid by check or money order made payable to Doña Ana County. An event holder may request that the County retain the initial deposit amount where ongoing events occur throughout the year. Refundable deposits maybe returned within four (4) weeks of the event if after inspection, the facilities and equipment are determined to be free of garbage, damage or theft and in substantially the same condition in which they were immediately before the event. This includes turning off all lights, faucets and appliances and assuring that all doors, gates and the parking lot gate are closed and locked at the end of the rental period. Any costs incurred to correct deficiencies in the condition of the property subsequent to the rental shall be deducted from the deposit amount.

6. Insurance Requirements: Liability Insurance in the amount of $250,000 shall be required for all private events. An Insurance Waiver may be considered for meeting room rentals and small gatherings less than 75 people. Proof of required liability insurance must be provided in the form of an endorsement naming "Doña Ana County" as an additional insured with the same coverages as the insured.

7. Due Dates: The following are due to the County as indicated:

15 business days prior to event:

Completed Facility Use Agreement
Full Deposit, if required
½ of Full Rental Fee, if required
Insurance documents, if required

5 business days prior to event:

Copy of food permit, if applicable
Balance of payment due for rental amount, if required
Additional cost of security, if required
List of personal furniture or equipment to be brought into Community Center, if applicable

8. Reservations: All Reservations can be made in person, on-line, or by email or mail by the Event Holder who must be 21 years of age or older and who shall be responsible for enforcement of all rules and regulations at the event. The Event Holder or official of the sponsoring organization must be on site throughout the event.

9. Cancellation Fees and Refunds: Either party may cancel the reservation with a written notice no less than five (5) calendar days prior to the scheduled event without penalty, as provided below. In the event the County cancels, a full refund shall be returned to the Event Holder. Written cancellations from the Event Holder received less than 5 (five) days prior to the scheduled event shall be refunded as follows:

More than 5 calendar days prior to event – All monies paid, including $50.00 deposit.
Fewer than 5 calendar days prior to event – NO REFUND of any monies paid, including $50.00 deposit.
Failure to provide a cancellation notice **in writing** shall result in forfeiture of all monies paid.

10. Safety: All public access areas, entrances, exits, corridors, doorways, and other passageways shall be unobstructed at all times. Any vehicles, material or equipment blocking fire lanes or exits shall be removed at the expense of the Event Holder. Any unsafe conditions or activities shall be terminated immediately. The County reserves the absolute right to remove any objectionable, disorderly or disruptive person(s) or items from the Community Center at any time.

11. Damage to Property: The Event Holder shall be responsible for all damage to County property and for reporting same that occurs as a result of the actions of the Event Holder's party, staff, agents, contractors, sub-contractors, invitees and guests from the commencement of the period of use to the end of the event, including all pre- and post-event preparation and clean-up activities. All reasonable costs incurred by the County for replacement or repairs of such damage not covered by the deposit shall be billed to Event Holder within fifteen (15) working.

12. Non-Transferable Agreement: Facility Use Agreements are entered into exclusively by and between a specific Event Holder and Doña Ana County. The Event Holder shall not assign its rights or obligations under the Community Center Agreement without the prior written consent of the County. If the Event Holder relinquishes or cancels a date or dates, those days shall revert to the County for rescheduling.

13. Rental Fees: Rental fees are established by Doña Ana County and are subject to change. There will be a usage fee of $25.00 per hour. This rental fee shall be made payable to Doña Ana County. The County reserves the right to modify forms and methods used for Rental Fee Schedule and Facility Use Agreement.

14. Community Center Facilities Use:

a) Event Holder shall enforce all order and discipline when on the premises in accordance with County policies and ordinances for maintaining an environment free of inappropriate and disrespectful conduct. Violations shall be documented and submitted to the County.

b) Event Holder is responsible for leaving the area clean. Damage to the property shall be reported to County's Property Manager or designee. All trash in and around the facility must be removed by the Event Holder.

c) Event Holder shall use only the designated portion of the Community Center and only during the time specified in the Facility Use Agreement. The Event Holder shall be responsible for reserving sufficient time to prepare for, conduct and close out the activity. Failure to limit usage of the facility to those hours shown on the rental agreement shall result in forfeiture of the total deposit and possible additional charges to cover costs.

d) Use of the kitchen may be restricted if the County or any of its contractors have a food preparation permit for the kitchen. If Event Holder is allowed kitchen use, it must follow all applicable health standards for state food preparation and serving rules.

e) Event Holder shall obtain all required food permits and submit copies to the County.

f) Event Holder may use the tables and chairs that are at the Community Center; no additional County furniture or equipment may be used. If the Event Holder brings additional furniture or equipment, it must be labeled and inventoried, and a list of these items must be submitted to the County in writing prior to any event.

g) All event equipment set-up, such as lighting, speakers, etc., shall be approved in advanced by the County.

h) Arrangements for opening and closing the Community Center are coordinated with the Facilities & Parks Department according to the terms of the Facility Use Agreement.

i) The County shall not be responsible for personal items left after reservation hours. The County shall stock the bathrooms with appropriate supplies.

j) All materials used for decoration or display in or around the facility must be approved in advance by the County and be removed by the Event Holder within the specified rental period.

k) Unruly or illegal behavior shall be grounds for immediately termination of the rental agreement, and the occupants shall immediately leave the Community Center premises. Any and all such behavior may result in forfeiture of the full deposit.

l) No alcoholic beverages are allowed at the Community Centers.

15. Additional Safety Requirements: The County shall determine if there are any additional safety requirements that are reasonably necessary. This determination will be based on the type of event, number of participants and risk factors, and any prior problems encountered with the Event Holder. Any additional requirements shall be in writing and included in the Facility Use Agreement. The Event Holder shall be responsible for all associated costs.

16. Signature Authority: The Facilities and Parks Department Manager or designee is hereby delegated signature authority for Facility Use Agreements entered into pursuant to this policy.

Lynn J. Ellins, Chairperson, District 1 For/Against

Isabella A. Solis, Vice Chairperson, District 4 For/Against

Ramon S. Gonzalez, District 2 For/Against

Shannon Reynolds, District 3 For/Against

Manuel A. Sanchez, District 5 For/Against

COUNTY COMMISSIONERS SEAL DONA ANA COUNTY NEW MEXICO

ATTEST:

Amanda Lopez Askin, Ph.D.
County Clerk

STATE OF NEW MEXICO COUNTY CLERK DONA ANA COUNTY