

**Policies and Procedures for the
Use of the Summit County Community & Senior Center Meeting Room Facilities**

See Also: Fee Policies and Procedures

I. Purpose. The purpose of these policies and procedures is to establish guidelines regarding the use of the meeting room facilities of the Summit County Community & Senior Center (the “Center”). The Board of County Commissioners of Summit County, Colorado (the “County”), reserves the right to change the hours for facility use, office business hours and any other policies set forth herein. These policies are also drafted to fully comply and adhere to the First Amendment of the United States Constitution, Article II, Section 10 of the Colorado Constitution, and all other laws, rules and regulations of the State of Colorado and the United States Government regarding the rights of free speech, assembly, and association. Nonetheless, these policies and procedures are also drafted for the purpose of providing reasonable protection and accommodation for the first amendment rights of all citizens in the use of County property and facilities, and to allow for public speech and assembly at reasonable locations while preserving the ability of the County to perform and protect the primary functions of such property and facilities. In promulgating these policies, the Summit County Government finds that it is of the utmost importance to ensure that all residents of and visitors to Summit County, as well as agents, employees and officers of the Summit County Government, are not deterred from utilizing and enjoying the primary function of such buildings and facilities due to a situation where they are subjected to intrusive speech unrelated to such primary functions, and in turn rendered a vulnerable or constricted audience as a result of their presence to fulfill such primary purpose.

The County reserves the right, when plainly necessary and appropriate, to apply these policies and restrict use of certain buildings and facilities, in a manner which may have the secondary effect of limiting certain broad types of content of speech, such as commercial or political speech, when narrowly tailored and reasonably necessary to maintain the limited and designated nature of the forum in question. Nonetheless, in the application of these policies, the County does not intend to engage in or condone any activities, or render any decisions, which in any way result in the discrimination of any viewpoint at any time.

II. General Policy. It is the policy of the Board of County Commissioners of Summit County, Colorado (the “County”) to promote the use of the Center’s meeting rooms (the “Meeting Rooms”) by governmental and quasi-governmental organizations and for meetings related to government or civic operations and issues. Use and operation of the Meeting Rooms is specifically subject to the Memorandum of Understanding between the Summit County Senior Citizens, Inc. (“Seniors”) and the County dated June 12, 2000, as it may from time to time be amended (the “MOU”). These policies supersede any existing policies and procedures for the Center. The County reserves the right to change the hours for facility use, office business hours, and any other policies set forth herein.

III. Facilities Available to the Public. The Center’s Meeting Rooms shall be available for use during the normal operating hours of the Center for noncommercial use by the general public, including: public or private nonprofit organizations, civic organizations, religious groups, community oriented groups, and residents of Summit County. Meetings or activities that extend beyond normal business hours require an exemption by special action by the County Manager or his/her designee.

Meeting Room users may not conduct any illegal activities on the premises nor may users engage in activities which, in the sole opinion of the County, create excessive noise or other disturbances, or risk

of injury to persons or property. Provided, nothing herein shall be deemed to create a duty on the part of the County to inspect, police, or otherwise regulate the activities conducted on the premises. In no event shall any use disrupt, interfere or impede the operations in the Center.

A complete description of the five (5) Meeting Rooms, seating capacity, and available equipment may be obtained from the Center Front Desk.

IV. Scheduling.

All scheduling of the Meeting Rooms will be done on a first come first served basis subject to the scheduling priorities stated in the following scheduling cycle:

- A. The Seniors may reserve available meeting rooms, including the kitchen facility, at any time up to one (1) year in advance of the date of their planned event/use. The Seniors may only schedule meeting room space under the scheduling system specified herein for actual events, and may not reserve scheduling segments if no use is currently planned for that time period. The Seniors shall have the right to schedule and use the meeting room(s) up to fifty-five percent of any one year period in accordance with the terms of the MOU.
- B. The County may reserve available meeting rooms, including the kitchen facility, at any time up to eleven (11) months in advance of the date of its planned event/use. The County may only schedule meeting room space under the scheduling system specified herein for actual events, and may not reserve scheduling segments if no use is currently planned for that time period. The County shall have the right to schedule and use the meeting room(s) up to forty-five percent of any one-year period in accordance with the terms of the MOU.
- C. All other approved users may reserve available meeting rooms, including the kitchen facility, up to six (6) months in advance of the date of their planned event/use.

Hours of Operation: The center is available for use from 8 AM to 10 PM. Any additional use must be approved in advance by the County Manager and may incur additional fees to cover staff time. For meetings or activities that extend beyond normal operating hours, please be advised that you may not prop the building doors open for late arrivals and you may be subject to noises associated with custodial services taking place in the building.

V. Applications for Use and Reservations. All applications and reservations for the use of the Meeting Rooms must be made through the the Center's staff. Reservations may be made by calling The Center at (970) 668-2941 between the hours of 9:00 a.m. and 5:00 p.m., Monday through Friday. First time applicants for non-County or non-Seniors use of the Meeting Rooms must complete an Application for the Use of County Facilities and User Agreement ("Application"). The Application must be submitted for approval to the Center Office no more than six (6) months and no less than seven (7) days in advance of the event. Approved Applications will be kept on file at the Community Center Office. Applicants must update the information in their Application annually. Subsequent reservations by previously approved non-County or non-Seniors users of the facilities may be made by phone with the Center Office no more than six (6) months and no less than one (1) day prior to the event.

Non-County organizations reserve space with the understanding they may be asked to find alternate meeting space if a County department needs the facility, and the County will endeavor to relocate the reserved event to another County facility.

VI. Fees. The County reserves the right to establish fees for the use of the Center facilities and equipment. Fees shall be paid at the time that the reservation is made. Any user failing to pay for the use of the Center's facilities or for damages assessed by the County will be denied future use of any County meeting room facilities until all accounts are paid in full.

- A. The Center's Meeting Rooms will be provided free of charge for the following user groups:
 - a. County departments or divisions;
 - b. Summit County Senior Citizens, Inc.
- B. The Meeting Rooms will be provided for an HOURLY FEE (See Fee Policies) to all other approved users. The Center's kitchen facilities will be provided free of charge for all Summit County departments or divisions. For all other users, the Center's kitchen facilities will be provided for an HOURLY FEE (See Fee Policies) to all other approved users.
- C. If additional costs are incurred, such as custodial services, employee overtime, or utility costs, the County will assess the organization a charge based on the County's cost.
- D. Payment for any applicable use fee must be made by check separately from any applicable key and damage deposit. All checks should be made payable to "Summit County Government."

Special Requests for exemptions from this section must be submitted to the County Manager at least one (1) month prior to the scheduled event. The County reserves the right to deny any request.

VII. Key and Damage Deposit. In addition to the Center's fees discussed above, a damage deposit in the amount of One Hundred Dollars (\$100.00), or Three Hundred Dollars (\$300.00) for events involving alcohol, will be charged to all users unless specifically exempted by the County Manager or his/her designee. Payment for the "damage deposit" must be made by check separately from any applicable usage fee. All checks should be made payable to "Summit County Government."

VIII. Audio-Visual Equipment. Limited access to certain County-owned equipment located in the Center is available for use by applicants.. Applicants must request equipment at the time the room is reserved. No training or technology support is provided along with the equipment. Basic "how-to" information in writing is the extent of instruction available. Additional A-V services and technology support must be obtained by an appropriate third-party provider. The County may require a deposit or fee for the use of County-owned equipment. The applicant must provide supplies for the equipment. The County will not be responsible for supplies. Users will be responsible for the reasonable cost of repair or replacement for any equipment that is lost or returned to the County in a damaged condition.

IX. Kitchen. Use of the Center's kitchen facilities are subject to the following requirements:

- A. Any use of the Center's kitchen facilities is prohibited unless such use was specifically applied for by the user and authorized by the County.
- B. All applicants who use the kitchen agree to complete a kitchen check-out list detailing the condition of all equipment, cleanliness, and professional procedures for kitchen closure.
- C. The applicant must bring in all food.
- D. No access to refrigeration or freezer space is permitted beyond a small under-counter refrigeration unit.
- E. The kitchen must be left in an orderly, clean and sanitary condition as detailed in the kitchen check-out list.
- F. Kitchen use must be conducted in compliance with all applicable state and local laws, rules and regulations.
- G. Any violations of kitchen policies can result in additional charges to the applicant.

X. Clean-up. The Center (including kitchen facilities, Meeting Rooms, bathrooms and common areas) must be returned in an orderly, clean and sanitary condition and must be approved by the Center's director or the key and damage deposit will be forfeited. Further, any costs not covered by the damage deposit for clean-up of the Center will be charged to the user. This includes emptying full trash containers, emptying full recycle bins, sweeping major litter or food debris off floors, sanitizing tables, and replacing all tables, chairs and equipment in the closet according to the posted procedures.

XI. Cancellation. Cancellations by users must be reported as soon as possible to the Center staff during regular business hours. Failure to notify the Center staff at least forty-eight (48) hours prior to the scheduled event will result in forfeiture of any fees already charged and may result in the loss of any future reservations the organization may have. Users which fail to appear for a scheduled event and fail to cancel such event are not entitled to a refund of any fees already charged and may lose any future reservations that the organization has. Non-County organizations reserve space with the understanding they may be asked to find alternate meeting space if a County department needs the facility, and the County will endeavor to relocate the reserved event to another County facility.

XII. Emergency. In the event of an emergency or energy conservation program, the County reserves the right to withdraw the use of the facilities for all use other than official County use and use by the Seniors pursuant to the MOU.

XIII. Indemnification. The applicant, by signing the Application for Facility Use and User Agreement, agrees to indemnify the County for all claims arising out of the applicant's use of the Center, including personal injury, bodily injury, and property damage claims. The applicant agrees to return County-owned property to the County in the same condition as the property was received prior to use, including without limitation, picking up litter and other materials. Groups and organizations will be held responsible for any damages to the County property and must report such damage to the Building and Grounds Department. Private property brought onto County grounds is the sole responsibility of the owner. The County assumes no responsibility for damage to or loss of private property or for personal injury that may occur on County property.

XIV. Insurance. As a precondition for use of any Meeting Room for a gathering or event at which alcoholic beverages have been approved by the County to be served, the user shall carry, at its own expense, in reliable insurance companies satisfactory to the County and authorized to do business in the state of Colorado, comprehensive and liability insurance coverage with minimum limits of One Million Two Hundred Thousand Dollars (\$1,200,000.00) combined single limit for all personal injury or property damage resulting from any one occurrence including broad form property damage and personal injury liability insurance coverage. Prior to the scheduled event or gathering, the user shall deliver to the County Manager's Office certificates in a form acceptable to the County evidencing the existence of the insurance provided for the above criteria. The County shall be named as an additional insured party on such certificate.

XV. Non-Discrimination. All County facilities within Summit County shall be equally available and accessible to all persons without regard to race, color, creed, national origin, religion, sex, political ideology or any other similar factor.

XVI. Supervision. Activities for anyone under the age of eighteen (18) years old must be supervised by an adult twenty-five (25) years of age or older. For youth activities there must be at least one adult for every fifteen (15) youths present. Supervision must be provided in all rooms where those under 18 are present.

XVII. Violations and Misrepresentation. The County may cancel any use of the Center's facilities at any time if the reserving party violates any policy herein or misrepresents the nature of the group to the County. Any such violation or misrepresentation may also result in the denial of any future use.

XVIII. Denial of Request. The County reserves the right to refuse approval for the use of the Meeting Rooms by any user or user group when it is deemed that such action is necessary and in the best interest of the County. The use of the Meeting Rooms may also be denied for the following reasons:

- A. Requested activity would block building access or walkways, or interfere with the ongoing operation of the Center or official County business,
- B. Proposed activities are inappropriate for the size or physical features of the will either be denied or rescheduled.
- C. Prior misuse or abuse of privilege to use any County buildings, facilities, or equipment may result in denial of future use to any individual user or user group.
- D. No commercial activities will be permitted.
- E. Failure to follow the policies and procedures established by the County

XIX. Tobacco. Tobacco use is prohibited in the Center and in the immediate vicinity of the entrances and open windows to the Center. Smoking areas may be provided outside the building, as designated by the County.

XX. Alcohol. Consumption of alcoholic beverages in or around the Center is **prohibited** unless specifically authorized by the County. Alcoholic beverages may be served at the Center with the prior approval of the County Manager or his/her designee, and in accordance with all applicable state laws and requirements of the County. Approval to serve alcoholic beverages must be requested at the time the room is reserved. Insurance is required in the event that alcohol is served as set forth in Section XIV. Users serving alcohol may be required to provide additional security at the user's expense.

XXI. Food and Beverages. Food and non-alcoholic beverages may be served in the facilities provided that the user is responsible for all cleanup of the room. When additional costs are incurred by the County for custodial services, they will be charged to the user as provided in Section VI.

XXII. Art Displays. Local art galleries, artisans, and other persons wishing to display artwork or items within the Center must contact the County Art Exhibits Committee. Only displays that are not offensive, are in good taste and compatible with County government operations will be accepted. The Building and Grounds Department shall be responsible for the placement and display of all artwork and other displays and will be consulted by the County Arts Exhibits Committee on available space and proper placement. Displays must follow the rules and procedures of the County. Displays shall be insured by the exhibitor, except that displays of children's art from a County school or individual child artist may request that the County extend its insurance coverage to such a display. The County will not be liable for any damage to, or theft of any artwork or other displays unless prior approval is obtained.

XXIII. Bicycles. No bicycles are allowed in the Center or any facility reserved for use. Bicycle racks are available at the entrances of the building.

XXIV. Skis, Skateboards, Ski Boots, Snowboards, and In-line Skates. Skis and snowboards are prohibited in the Center. Ski boots, skateboards and in-line skates may not be used or worn inside the facilities and must be removed before entering.

XXV. Animals. All animals are prohibited from being brought into the Center unless specifically allowed by the County Manager or his/her designee. This exclusion does not apply to patrol dogs accompanying security or police officers, or guide and service animals accompanying blind, visually impaired, deaf, partially deaf, and otherwise physically disabled persons, or being trained for such service, or for special programs with the Summit County Animal Control Department.

XXVI. Vendor/Solicitation. Vendors and solicitors may not display, sell or solicit for the purpose of selling to County employees or the public, any goods or services at the facility unless prior approval is obtained from the County Manager or his/her designee.

XXVII. Loitering. Loitering at the Center is prohibited.