

**Subject:** **PINAL COUNTY HISTORIC 1891 COURTHOUSE MEETING FACILITY USE POLICY**

**Date:** **June 15, 2016**

**Pages:** **1 of 6**

**Replaces Policy Date:** **May 29, 2013**

**PURPOSE:** To establish guidelines and set procedures for the reservation and use of the Historic 1891 Courthouse meeting facilities. Meeting rooms addressed in this policy are collectively referred to as the “facility.”

**SCOPE:** This policy applies to all parties who use or reserve the Historic 1891 Courthouse meeting room facilities.

**RESPONSIBILITY:** All facility users are responsible for reading, understanding and following the Pinal County 1891 use agreement.

**Historic Courthouse Meeting Facility Use Policy.** The County Manager is responsible for the update of this policy.

**POLICY:** Authorized users are defined as: General public, community groups, clubs, individuals, etc., as well as town, state, county or tribal government agencies that receive approval to use the facility.

**Priority for use of Facilities:**

1. Meetings of the Board of Supervisors, their appointed Commissions and Committees.
2. County department staff meetings and County-sponsored, co-sponsored or hosted meetings.
3. Federal, state, county, town and tribal government agencies.
4. General public, community groups, clubs, individuals.
5. The general public may use the second floor Ceremonial Court room for small weddings and renewal of vows ceremonies.

**Facility Availability:** Regular hours: The facilities are generally available for use during regular business hours (defined for purposes of this policy as 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding County recognized holidays).

After hours: Monday through Friday, 5:00 p.m. to 10:00 p.m. with reservation.

Weekends: Facilities are available with a reservation on the following County recognized holidays: New Year’s Day (January 1), Civil Rights Day (third Monday in January), President’s Day (third Monday in February), Memorial Day (last Monday in May), Independence Day (July 4), Labor Day (first Monday in September), and the day after, Veteran’s Day (November 11), Thanksgiving Day (fourth Thursday in

November) and Christmas Day (December 25).

Facility shall be vacated no later than 10:00 p.m., except for County meetings. County meetings shall be given preference at all times in scheduling use of the facility. All other meetings are scheduled on a first come, first served basis. Because of high demand for facilities for County meetings, availability of the facility during regular business hours is extremely limited and subject to change.

If an unforeseen circumstance requires the use of the facility for a County meeting, a group or agency may be required to reschedule or relocate their meeting. Effort will be made to give as much notice as is possible.

### **Damage and Deposits**

A deposit is required for use of the facility for non-County meetings. The deposit covers damage to the walls and furniture with repair at contractor cost. Carpet stains will require the entire room to be cleaned at an additional fee. The security deposit may be increased if the County believes a higher amount is warranted based on past experience with the applicant or the proposed activity. If there is no damage to the facility, the deposit is returned within fourteen (14) working days after the conclusion of the meeting or event. If there is damage to the facility, the deposit is returned within fourteen (14) working days, less the cost to repair any and all damage.

### **Fees**

The following fee structure will apply to all non-County meetings held in the facility.

<b>Facility</b>	<b>Maximum Occupancy</b>	<b>Deposit</b>	<b>Use Charge</b>
Meeting room 101 A/B	30	\$50 \$50 additional if food and/or beverage served	\$50
Meeting room 108	48	\$50	\$50
Meeting room 142	22	\$50	\$50
Ceremonial Courtroom	84	\$100	\$100
1891 Courthouse Grounds**	n/a	\$25	\$25

**Cancellations:** There shall be no refund of usage fee if less than a five day notice of cancellation is given. Parties who provide at least a five day cancellation notice will receive a full refund.

**Procedures:** The following Rules of Conduct apply to all meetings in the facility, unless the user has received a written exception by the County Manager or designee (rules marked with an asterisk (\*) do not apply to County managed meetings:

1. Any group using the facility shall not discriminate on the basis of race, color, religion, gender, national origin, ancestry, marital status, sexual orientation, age, physical or mental disability, medical condition or veteran status.

2. Any group using the facility shall conduct their meetings and themselves in a professional and courteous manner.
3. All activities must be under adult supervision; the responsible party must be eighteen years of age or older.
4. Alcohol is prohibited on all County property. Food and non-alcoholic beverages are permitted in meeting room #101 A/B and outside on the Courthouse grounds. An additional \$50.00 deposit will be required when food and beverages are being served. Any food and beverages outside the designated area will be in violation of policy and the applicant/department will be prohibited from future use of the building and assessed for any damages. Please note that bottled water is permitted throughout the building in all rooms.
5. The responsible party must restore the facility to its original condition. No custodial services are provided with the use of the facility. The user is responsible for cleaning up the room and removing any trash.
6. The County will not be responsible for any furniture or equipment brought in by the user, and such equipment must be removed at the conclusion of the event.
7. The County will not store equipment, supplies, materials, etc., for organizations using the rooms.
8. Signs or notices shall not be posted upon the premises. Nothing that may injure, mar or in any way deface the premises shall be used. Nails, hooks, adhesive fasteners, scotch tape, tack or screws are prohibited on any part of the building or premises.
9. No animals shall be allowed upon the premises except service animals assisting disabled individuals.
10. Pursuant to A.R.S. §36-601.01, smoking is prohibited in all County facilities. Persons desiring to smoke during their attendance at a County facility may do so outside, provided they are at least 20 feet away from any building entrance.
11. The total number of people shall not exceed maximum occupancy of meeting rooms.
12. The permitted use of the facility by a group does not in any way constitute an endorsement of the group's policies or beliefs by the County.
13. Groups utilizing any County facility must comply with the provisions in Title IIA of the Americans with Disabilities Act.
14. Violation of any of the rules contained in this policy may result in the loss of future privileges to use County facilities.

\*\*The lawn and grounds of the Historic 1891 Pinal County Courthouse may be used for outdoor events (groups of 8 or more) if the following requirements are met: Advanced approval describing event, size of event and number of expected attendees; payment of Courthouse Grounds Deposit and Use Charge. No items shall be placed on the Courthouse landscape (turf or gravel) –chairs, benches, tables, stakes, tent spikes, tiki torches, etc. due to lighting and irrigation systems. Placement of these items may result in costly repairs to the applicant/department. Chairs, tables, benches or seating may be placed on hardscape (sidewalks) only.

## **Scheduling**

Organizations or groups wanting to schedule the use of Historic 1891 Courthouse facility must reserve at least two weeks prior to the event or meeting, but no more than three months in advance by calling the County Manager's office. Users must complete the Pinal County Facility Use Application, Agreement for Use of Facility and provide a Certificate of Insurance. The person scheduling and signing the Application and Use Agreement must be at least 18 years of age.

Tentative reservations are taken over the telephone. The Pinal County Facility Use Application and Agreement for Use of Facility, deposit (if required), Usage Fee and Indemnity Agreements or Certificates of Insurance must be submitted to the appropriate contact person no later than five days after the tentative reservation has been made. If the Agreement, deposit (if required), Usage Fee and Indemnity Agreement or Certificate of Insurance is not received, the tentative reservation is cancelled.

Requests to use the Historic 1891 Courthouse meeting facilities must include the time that the meeting room should be open to the public. After each meeting, the user or designee is responsible for notifying the contact person when the meeting has concluded, turning off all equipment and lights.

County managed meetings: Dates and times must be requested using the Pinal County Facility Use Application Form. Requests must include the time that the meeting room should be open to the public. After each meeting the user's staff is responsible for notifying the contact person when the meeting has concluded, turning off all equipment and lights.

If event is scheduled for after hours or weekends, the user or designee shall check with contact person to ensure access to the designated area for scheduled event. User will be responsible for checking that facility is in its original condition, lights are turned off and that doors are properly secured. Failure to comply may result in deposit being forfeited.

## **Supplements**

Pinal County Facility Use Application Form Release, Hold Harmless and Indemnity Agreement for Use of Facility

**Pinal County Facility Use Application**

Name of Organization: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Responsible Party's Name: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_ Fax #: \_\_\_\_\_

Facility Requested: \_\_\_\_\_

Date(s) requested: \_\_\_\_\_ Time requested: \_\_\_\_\_

Type of event: \_\_\_\_\_

\_\_\_\_\_

Estimated number of participants: \_\_\_\_\_

Have you used Pinal County facilities within the past 12 months: \_\_\_ Yes \_\_\_ No

When: \_\_\_\_\_

Signature below acknowledges that the authorized representative has read and agrees to abide by the rules and regulations outlined in the Pinal County Facility use Policy. Payment of rental fees should be attached and submitted at the time of application. Make checks payable to "Pinal County."

Applicant's signature

Date

\_\_\_\_\_

**Staff Use Only**

Organization Name: \_\_\_\_\_ Hold Harmless Agreement received \_\_\_\_\_

Pinal County Facility Use policy

Delivered required Insurance \_\_\_ Yes \_\_\_ No If no, please explain: \_\_\_\_\_

Copy of Insurance Policy received Insurance Policy # \_\_\_\_\_ Agent: \_\_\_\_\_

Rental fee received \_\_\_ Yes \_\_\_ No Amount \$ \_\_\_\_\_

Deposit received \_\_\_ Yes \_\_\_ No Amount \$ \_\_\_\_\_

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_

Notes: \_\_\_\_\_

**Pinal County Release, Hold Harmless and Indemnity Agreement for Use of Facility**

The organization or individual indicated below agrees to release, hold harmless and indemnify Pinal County, its officers, employees and agents, from any and all losses, liability, claims, actions, suits or damages, including, but not limited to, personal injury damages (including death) or property damages which arise, result or otherwise might be attributable to any use of the facilities provided to me by Pinal County.

This Release, Hold Harmless and Indemnity Agreement includes any cause whatsoever, including negligence of any and all of those persons specified as being released above.

**THE UNDERSIGNED CERTIFIES THAT HE/SHE IS THE AGENT OF THE ORGANIZATION NAMED BELOW AND IS ACTING ON THEIR/ITS BEHALF AND IS DULY AUTHORIZED TO SIGN THIS RELEASE, HOLD HARMLESS AND INDEMNITY AGREEMENT ON THEIR/ITS BEHALF. THE UNDERSIGNED HAS READ THIS AGREEMENT FULLY, UNDERSTANDS ITS CONTENTS AND HAS VOLUNTARILY EXECUTED IT.**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Organization Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

State of )  
 )ss.  
County of )

SUBSCRIBED AND SWORN to before me by \_\_\_\_\_, the \_\_\_\_\_  
of \_\_\_\_\_, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Signature

My commission expires: