

**Memorandum of Understanding
Between West Contra Costa Integrated Waste Management Authority and
the City of San Pablo Regarding Use of San Pablo City Council Chambers**

This Memorandum of Understanding (“MOU”) is made on _____, 2026 (“Effective Date”) by and between the CITY OF SAN PABLO (“San Pablo”), a municipal corporation hereinafter referred to as “City” and the WEST CONTRA COSTA INTEGRATED WASTE MANAGEMENT AUTHORITY, a California joint powers authority (“Authority”) (individually “Party” and collectively “Parties”).

RECITALS

A. The Authority is a joint powers authority established pursuant to the California Joint Exercise of Powers Act (Gov. Code §§ 6500 *et seq.*) pursuant to the Joint Exercise of Powers Agreement (“JEPA”); and

B. The City is a party to the JEPA; and

C. The Authority and the City wish to allow the Authority to use City Council Chambers at San Pablo’s City Hall for the Authority’s Board of Director meetings under the terms and conditions set forth in this MOU.

NOW, THEREFORE, in consideration of the foregoing, the Parties hereby agree as follows:

AGREEMENT

Recitals. The foregoing recitals are true and correct and hereby incorporated herein.

Term. This MOU shall commence on the Effective Date and remain in full force and effect until terminated as set forth in Section 12.

3. **Authority’s Use of Council Chambers.**

(a) The Authority shall be entitled to use City Council Chambers and the adjoining closed session conference room, located in City Hall at 1000 Gateway Avenue, San Pablo, California (collectively “Council Chambers”), for regular meetings of the Authority’s Board of Directors beginning at 6:15 p.m. on the second Thursday of each month. The Authority shall have access to Council Chambers no earlier than 5:00 p.m. on each of those dates; however, the Authority shall plan to access the Council Chambers at 5:30 p.m. to prepare for each meeting. During the same times, the Authority shall have non-exclusive use of common areas in City Hall comprised of the lobby and first floor restrooms.

(b) Authority shall promptly notify City’s Community Development Director or designee (Community Services Director Greg Dwyer, email: GregD@sanpabloca.gov, with a copy to Community Services Manager Jean Clark, email: JeanC@sanpabloca.gov, should any regular Authority Board of Director meetings be canceled. To the extent the Authority wishes to use

Council Chambers at other dates and times for Authority Board of Director meetings, the Authority shall submit a request for use in writing to Community Services Director Greg Dwyer, email: GregD@sanpabloca.gov, with a copy to Community Services Manager Jean Clark, email: JeanC@sanpabloca.gov. The City shall, in its sole discretion, determine whether to allow the additional use of Council Chambers on the dates and times requested. To the extent the City grants the Authority's request for additional use of Council Chambers, this MOU shall govern the terms and conditions of that additional use.

(c) Authority agrees to abide by all rules and regulations in effect for use of City facilities, as they may be amended from time to time, to the extent those rules are not inconsistent with the terms of this MOU. The current rules in effect are set forth in the Facility Rental Agreement, Rules and Regulation, dated August 2025, attached hereto as **Exhibit A**.

4. **Building Attendant and IT Support Services.**

The City shall provide a building attendant during Authority Board of Director meetings held in Council Chambers to ensure opening/closing of Council Chambers and City Hall after regular City Hall business hours. The City shall also provide IT support services during the duration of all Authority Board of Director meetings held in Council Chambers.

5. **Fees.**

(a) The Authority shall not be charged a rental fee or be required to pay a deposit for use of the Council Chambers under this Agreement but shall pay the staffing fees set forth in subsection (b).

(b) The Authority shall pay the City \$24/hour for the services of a building attendant for all Authority Board of Director meetings that are conducted after the City's regular business hours, with a three-hour minimum rate of \$72 for each such meeting. The Authority shall also pay the City \$88/hour for IT support services for each Authority meeting conducted in Council Chambers, with a three-hour minimum rate of \$264 for each meeting. For meetings that go beyond three hours, the Authority shall be charged at the hourly rates set forth above, for any portion of an hour without proration, for both building attendant and IT support service staff.

(c) The City shall provide a monthly invoice to the Authority by email to payables@recyclemore.com for the building attendant and IT support service fees associated with Authority's use of Council Chambers in the previous month. Authority shall remit payment via mail to the City at City of San Pablo, Finance Department, Attn: Cecilia Nguyen, Accounting Manager, 1000 Gateway Avenue, San Pablo, CA 94806 (with a courtesy notice via email to: CeciliaN@sanpabloca.gov to ensure accurate processing) within 30 calendar days of the Authority's receipt of the City's invoice.

6. **Closure of Premises.** The Parties recognize that City Hall or Council Chambers may need to be closed from time to time in the interest of public safety or for repairs and maintenance. The City shall promptly notify the Authority of any conditions necessitating a closure of City Hall, or any portion thereof, that would impact Authority meetings scheduled to be held in Council Chambers. The City shall have no obligation or liability to the Authority for any such closure.

7. **Intentionally Omitted**

8. **Parking.** Authority shall have non-exclusive use of the City's parking lot located at the City facilities when the Authority is using Council Chambers. Authority shall abide by City's policies and signage concerning parking, including not parking in spaces reserved for elected City officials or City staff. Authority's use of the City parking lot under this MOU shall be on a first-come, first-serve basis but shall not unreasonably impact other occupants with similar access rights. Authority shall not abandon any inoperative vehicles or equipment on any portion of City property.

9. **Injuries and Damage to City Facilities.** Authority shall be responsible for any injuries and damage caused to City facilities resulting from Authority's use under this MOU. Authority shall reimburse the City for the reasonable cost of repairing damage caused to City facilities resulting from Authority's use beyond ordinary wear and tear. Any dispute regarding the responsibility for any damages shall be resolved pursuant to the dispute resolution procedures indicated herein this MOU.

10. **Indemnity.**

(a) To the furthest extent permitted by California law, Authority shall protect, defend, indemnify and hold harmless City and its officers, agents, representatives, consultants, employees, and volunteers ("Indemnified City Parties") from any and all demands, liabilities, losses, damages, injuries, claims, suits, and actions ("Claims") of any kind, nature or description, including, but not limited to, personal injury, death, property damage, and consultants' and/or attorneys' fees and costs, directly or indirectly resulting from the negligent or willful misconduct of the Authority or its officers, agents, representatives, consultants, employees, or volunteers in connection with the Authority's use of City Property or performance under this Agreement, except to the extent the Claims are directly or indirectly, in whole or in part, caused by the negligence or willful misconduct of the Indemnified City Parties.

(b) To the furthest extent permitted by California law, City shall protect, defend, indemnify and hold harmless Authority and its officers, agents, representatives, consultants employees, and volunteers ("Indemnified Authority Parties") from any and all demands, liabilities, losses, damages, injuries, claims, suits, and actions ("Claims") of any kind, nature or description, including, but not limited to, personal injury, death, property damage, and consultants' and/or attorneys' fees and costs, directly or indirectly resulting from the negligent or willful misconduct of the City or its officers, agents, representatives, consultants, employees or volunteers in the performance of this Agreement except to the extent the Claims are directly or indirectly, in whole or in part, caused by the negligence or willful misconduct of the Indemnified Authority Parties.

(c) The Parties' obligations under this Section 10 shall survive termination or expiration of this Agreement.

11. **Insurance.** Before using any City facilities under this MOU, Authority must procure and provide proof of the insurance coverage and endorsements required by this Section in the form of certificates and endorsements acceptable to City. The required insurance must cover the activities of Authority and its subconsultants or subcontractors covered under this MOU, and

must remain in full force and effect at all times during the Term of the MOU. All required insurance must be issued by a company licensed to do business in the State of California, and each such insurer must have an A.M. Best's financial strength rating of "A" or better and a financial size rating of "VII" or better. If Authority fails to provide any of the required coverage in full compliance with the requirements of this MOU, City may, at its sole discretion and in addition to any other remedies, purchase such coverage at Authority's expense and bill the cost to Authority, or terminate this MOU. The procurement of the required insurance will not be construed to limit Authority's liability under this MOU or to fulfill Authority's indemnification obligations under this MOU. If coverage limits carried by Authority exceed the minimum limits specified below, the higher limits will be deemed to be required by this MOU.

A. **Policies and Limits.** Authority must procure and maintain the following insurance policies and limits at all times during the Term of this Agreement:

1. **Commercial General Liability Insurance ("CGL"):** The CGL policy must be issued on an occurrence basis, written on a comprehensive general liability form (CG 00 01), and must include coverage for liability arising from the operations of Authority or its subconsultants or subcontractors while engaged in operations under this MOU, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits of at least \$2,000,000.00 per occurrence and \$4,000,000.00 aggregate. The CGL coverage may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by excess or umbrella policies, provided each such policy complies with the requirements set forth herein.

Commercial General Liability Insurance shall include coverage related to sexual abuse or molestation.

2. **Automobile Liability:** The automobile liability policy must provide coverage of at least \$1,000,000.00 combined single-limit per accident for bodily injury, death or property damage.

3. **Workers' Compensation Insurance and Employer's Liability:** If the Authority has employees, the policy must comply with the requirements of the California Workers' Compensation Insurance and Safety Act, providing coverage of at least \$1,000,000.00, or as otherwise required by law.

B. **Required Endorsements.** The insurance provided by Authority must include the following endorsements as specified below. The endorsements must be executed by a person authorized to bind the issuing insurer. The endorsements are to be provided on forms provided, specified, or approved by the City. As an alternative to the City's forms, the Authority's insurer(s) may provide complete copies of all required insurance policies, including endorsements.

1. **Additional Insured Endorsements:** The General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

- a. The City, its officers, officials, employees, and volunteers (“Additional Insureds”) will be covered as additional insureds with respect to all covered liability. This must be provided in the form of an additional insured endorsement to the Authority’s insurance policy, using form CG 20 10 11 85, forms CG 20 10 10 01 and GC 20 37 10 01, or equivalent approved by the City. For design professionals form CG 20 07 may be used. Alternatively, the additional insured endorsement may be provided as a separate owner’s policy that complies with all of the requirements set forth in this Section.
- b. The inclusion of more than one insured will not operate to impair the rights of one insured against another, and the policies will apply as though separate policies have been issued to each of the Additional Insureds.
- c. The insurance provided by the Authority is primary and no insurance or self-insurance held or owned by any of the Additional Insureds may be called upon to contribute to a loss or defense.
- d. Any failure by Authority to comply with the reporting requirements for a policy will not affect nor abridge the coverage provided for any Additional Insureds.
- e. The coverage or endorsement will not contain any limitations on the scope of protection available to the Additional Insureds.

2. **Notice:** Each insurance policy required by this clause must provide or be endorsed to state that coverage will not be reduced, canceled, or allowed to expire without at least 30 days written notice to the City, unless due to non-payment of premiums, in which case 10 days written notice is required.

3. **Waiver of Subrogation:** Each required policy must include an endorsement providing that the insurer will waive any right of subrogation it may have against the City. Authority hereby agrees to waive subrogation which any insurer of Authority may acquire from Authority by virtue of the payment of any loss.

C. **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions for the required insurance policies are subject to prior approval by the City Manager. Before beginning performance of the Services, Authority must disclose the amounts of the deductibles and self-insured retentions that apply to the required policies. If the City Manager determines that the deductible or self-insured retention for any required policy is unacceptably high, at the option of City, (1) the insurer must reduce or eliminate the deductible or self-insured retention with respect to the Additional Insureds, or (2) the Authority must provide a bond or financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses. During the Term of this Agreement, Authority may not increase any deductibles or self-insured retentions with respect to the Additional Insureds, without the prior written

consent of the City Manager. The City Manager may condition such consent upon the Authority procuring a bond or financial guarantee that is satisfactory in form to the City, guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

12. **Termination.** Either Party may terminate this MOU upon giving 30 calendar days' prior written notice to the other Party in the manner set forth in Section 13.

13. **Notice.** All notices required or permitted to be given under this agreement shall be in writing and personally delivered or sent by overnight delivery or certified mail, postage prepaid and return receipt requested, addressed as follows:

CITY
City of San Pablo
1000 Gateway Avenue
San Pablo, CA 94806
Attn: City Manager

AUTHORITY
West Contra Costa Integrated Waste
Management Authority
3220 Blume Drive, Suite 139
Richmond, CA 94806
Attn: Executive Director

14. **Dispute Resolution.** If a dispute arises that is in any way related to this MOU, the Parties agree to attempt first to resolve the dispute through negotiations. If negotiations are unsuccessful, the Parties agree to mediate the dispute prior to initiating any legal action.

15. **Governing Law and Venue.** This MOU shall be deemed to be executed within the State of California and construed in accordance with and governed by laws of the State of California. Venue in any proceeding or action among the Parties arising out of this MOU shall be in Contra Costa County, California.

Amendment. This MOU may only be modified or amended by a subsequent written agreement signed by both Parties.

Entire Agreement. This MOU represents the entire and integrated agreement between the Parties as to the subject matter referenced herein.

Severability. No provision of this MOU shall be interpreted to require any unlawful action by any Party. If any term or portion of this MOU is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, then the meaning of that section or clause shall be construed so as to render it enforceable to the extent feasible. If no feasible interpretation would save the section or clause, it shall be severed from this MOU with respect to the matter in question, and the remainder of the MOU shall remain in full force and effect. However, in the event such a section or clause is an essential element of the MOU, the Parties shall promptly negotiate a replacement that will achieve the intent of such unenforceable section or clause to the extent permitted by law.

Execution in Counterpart. This MOU may be executed in counterparts and/or by facsimile or other electronic means, and when each Party has signed and delivered at least one

such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterpart, shall constitute one MOU, which shall be binding upon and effective as to all Parties.

No Waiver. The failure of any Party hereto to enforce any of the provisions of this MOU, or the waiver thereof in any instance, shall not be construed as a general waiver or relinquishment on its part of any such provision, and said provision shall nevertheless be and remain in full force and effect.

No Partnership. The relationship between the Parties shall not be that of partners, agents or joint ventures for one another, and nothing contained in this MOU shall be deemed to constitute a partnership or agency agreement between them for any purposes, including, but not limited to federal income tax purposes. The Parties, in performing any of their obligations hereunder, shall be independent contractors or independent parties and shall discharge their contractual obligations at their own risk.

22. **No Third Party Beneficiaries.** This MOU sets forth the rights and responsibilities between the Parties and no third-party beneficiaries are intended by the Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU on the day and year first above written.

ATTEST:

CITY OF SAN PABLO

Dorothy Gantt, City Clerk

Matt Rodriguez, City Manager

APPROVED AS TO FORM:

Brian Hickey, City Attorney

ATTEST:

**WEST CONTRA COSTA INTEGRATED
WASTE MANAGEMENT AUTHORITY**

Viviane Vidal Feb 23, 2026

Viviane Vidal, Board Secretary

Cliff Feldman Feb 23, 2026

Cliff Feldman, Executive Director

APPROVED AS TO FORM:

John Bakker (Feb 23 2026 12:01:49 PST) Feb 23, 2026

John Bakker, Authority Counsel

Exhibit A

City of San Pablo Facility Rental Application



Permit #: _____

Facility Rental Application

ONLY SAN PABLO INCORPORATED RESIDENTS ARE ELIGIBLE FOR RESIDENT RATES

Date Requested: _____ Day of Week: _____ Type of Event: _____

Set Up time: ____:____ am/pm - ____:____ am/pm

Event time: ____:____ am/pm - ____:____ am/pm

Security Hours: ____:____ am/pm - ____:____ am/pm

Clean-Up time: ____:____ am/pm - ____:____ am/pm

Total Hours: _____ *(All rental hours must be consecutive)*

Total Hours of security: _____

Name of Applicant: _____ Phone Number: _____

Address: _____ City: _____ Zip: _____

Phone: _____ Email: _____

Designated Person in Charge on the Day of Event: _____ Phone: _____

Name of Organization: _____ State Non-Profit ID#: _____

Providing own Certificate of Insurance? YES / NO

Facility Requested:

- San Pablo Community Hall (96) *
- Library Community Room (105)
- Activity Room 2 (41) *

- New Maple Hall (120)
- Davis Park Multi-Purpose (80)
- Activity Room 3 (41) *

- Church Lane Senior Center (139)
- Davis Park Senior Center (50)

*Located in San Pablo Community Center

Write the number of attendees for each age group; the attendance numbers should be as accurate as possible.

Total Attendance: _____ Children (ages 1-12) _____ Teens (13-20) _____ Adults (21-35) _____ Adults (35+) _____

Will alcoholic beverages be served? YES* NO For Sale? YES* NO *If YES, see section VI of policy

Requesting A/V? YES NO If "YES", specify equipment requested: _____

PHOTO I.D. REQUIRED	
Type:	_____
Number:	_____

Copy of Photo I.D.

OFFICE USE ONLY	
Application Fee	_____
Deposit	_____
Hourly Fee	_____
Insurance Fee (Will applicant provide their own Insurance?)	_____
Security Guards	_____
Alcohol Fee	_____
A/V Equipment	_____
Staff Fees (If applicable-\$22/staff/hour)	_____
Amount Total	_____

Received by: _____

Date: _____

Reviewed by: _____ Date: _____

AGREEMENT AND ACCEPTANCE OF APPLICATIONS

In signing this application, I certify that I have received the Public Facility Rental Policies. I have read and understood the facility rules and instructions, and I (or organization represented) will abide by any conditions set forth therein. I agree to hold the City of San Pablo, the individual members thereof, and all of its officers, agents and employees, free and harmless from any loss, damage, cost of expense that may arise during or caused in any way by such use or occupancy of recreational facilities.

I accept full responsibility for them throughout the period specified in the Facility Rental Application. I further understand that as the applicant I assume full responsibility for any penalty fees assessed by the City of San Pablo for any violations of these rules and regulations governing the use of the above requested facility. I am also aware that by signing this contract, I take full responsibility for the behavior exhibited by my guests during my rental.

I understand that I (or organization represented) am responsible for any damages or fees sustained to the buildings, furniture or equipment through occupancy. Responsibility includes but is not limited to third party fines issued as a result of not following facility rental policies. Any lost equipment or damages sustained must be compensated within seven days of event date.

Name of Applicant (please print): _____

Signature of Applicant: _____ Date: _____

Organization Name (if applicable): _____

Check here if renting out Maple Hall and will need ADA ramp for stage access. A minimum of 1 week will be needed to make this request.



FACILITY RENTAL AGREEMENT RULES & REGULATIONS

Recreation Division



Revision August 2025

Section I – USER DEFINITIONS

Initial: _____

- A. City - Public meetings and/or events which are approved and co-sponsored by the City of San Pablo.
- B. *Non-Profit/Governmental – Meeting and/or events for which there is no entry fee for participation or attendance offered by nonprofit organizations which are a bona-fide 501(c) organization or governmental agency.
- C. Private - Private meetings and/or events for which there are no entry fees for participation or attendance.
- D. For Profit/Commercial - Private, business meetings, seminars, parties, auctions, fundraisers or other events where an entry fee is collected/charged or funds are raised.
*To qualify for nonprofit rates, applicant must be listed as an officer or agent for the Organization on the State of California nonprofit status. Applicant must provide a copy of their letter of nonprofit status from the CA Secretary of State's office with their nonprofit ID number indicated and must pay with an organization check or charge card. Organization name on letter of non-profit status, check/charge card, and permit must all be in the same name.

Section II – RESERVATION OF FACILITY

Initial: _____

- A. Reservations for use of the facilities may be made in person at the San Pablo Community Center (2450 Road 20, San Pablo, CA 94806), 9:00am to 5:00pm, Monday through Friday. For facility inquiries and availability, please call (510) 215-3080 or email recreation@sanpabloca.gov.
- B. Reservations will be booked no more than one (1) year in advance. Applications are due at least 30 days in advance of the rental date (s). All rental applications requesting the use of alcohol will be subject to a background check by the San Pablo Police Department and must be submitted 60 days prior to the event date.
- C. Reservations dates requested in less than thirty (30) days will need approval of the department head or designee before the booking will be made and all fees are due in full by cash and/or credit card at time of reservation.
- D. To secure a reservation a facility rental application, proof of residency, application fee (non-refundable) and facility deposit are due in full to secure a reservation. The balance of all fees are due to the City of San Pablo 30 days prior to the reservation date. If payment is not received, City may cancel facility reservation.
- E. Facility deposits are refundable as long as there is no damage to the facility during the rental and will be returned in the form of original payment (check for cash/check payment, credit for credit/debit payment). Facility deposits are refunded based upon staff inspection and take 4 weeks to process. Facility booking hours are Tuesday and Friday, 9:00am-1:00pm and Thursdays 2:00pm-4:00pm. These hours are dedicated to assist renters in completing

applications, discussing rental details, contracts, facility layouts, and facility tours.

- F. All reservations must include time for preparation, event time, and clean-up in 1-hour increments. Refunds will not be given for unused time.
- G. In order to process a reservation, applicant must be at least 21 years of age or older and must be present throughout the entire use of the rental. The deposit will be refunded to the original applicant with the address written on the application at time of reservation.
- H. Once the rental agreement is approved, the applicant has seven (7) days to make any modifications at no additional cost. Modifications made after seven (7) days will be assessed a \$25 fee per request.; Modifications made 30 days prior to the event will be assessed a \$75 fee per request. No modifications are allowed to the agreement within 7 days of the event. All modifications must be submitted in writing.
- I. Due to liability, the City of San Pablo does not allow jumpers or any inflatables on any City property. This includes parks and/or facilities.
- J. The application fee and deposit are non-refundable at any point of cancellation.
- K. Original applicant must request in writing thirty-one (31) days before the rental date any refund of fees other than the application fee and deposit. Requests shall be submitted by email (recreation@sanpabloca.gov), fax (510-215-3015) or letter to the Recreation Division (2450 Road 20, San Pablo CA 94806).
- L. If your cancellation is less than 30 days prior to your rental date, **100% of the entire rental fee including the facility deposit** will be retained. *Initial here* _____
- L. A facility layout diagram is provided for the applicant in order to provide specific set-up instructions. All set-up requests must be submitted 2-weeks prior to the rental date.
- M. The City reserves the right to cancel any rentals after further review of the application, including but not limited to a background check by the San Pablo Police Department. All rental applications requesting the use of alcohol will be subject to a background check by the San Pablo Police Department and must be submitted 60 days prior to the event date.
- N. On some occasions, it may become necessary to reschedule or relocate certain activities, which were authorized within the facility due to scheduling conflicts. If this occurs, the applicant will be given advanced notice by the Recreation Division in order that the change does not greatly inconvenience the party or parties involved. In any event, the Recreation Division reserves the right to reschedule or cancel any event at its sole discretion without liability, subject to refund of all monies deposited by the applicant with the Recreation Division.
- O. **COVID-19 Pandemic.** All City of San Pablo rentals and rental attendees must be in compliance with current health orders issued by the Contra Costa County Department of Public Health at: <https://www.coronavirus.cchealth.org/health-orders> and any applicable Cal OSHA orders. Renters shall comply with these requirements and contact City staff immediately if there is any issue with compliance.

Section III – FACILITY REQUIREMENTS
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Initial: _____

- A. Facility Requirements may be altered to meet any COVID-19 related requirements up to and including cancellation of an event. If the City is forced to cancel an event due to COVID-19, all fees including the Application Fee and Facility Deposit will be returned to the renter or the renter may choose to rebook the event within one year.
- B. After the application for use of the recreation facility is approved by the City, the applicant or

organization requesting the use will be provided copies of the application, facility rental agreement and alcohol use permit if applicable. These items will specify the nature of the use, the extent of the use and the conditions under which the use will be permitted. The applicant must agree to abide by all rules and regulations governing the use of the facility. Any failure to do so may result in revocation of the rental agreement by the City and the forfeiture of all fees or deposits that have been paid.

- C. Facilities may be closed as determined by the City during inclement weather or for maintenance purposes.
- D. Facilities are multi-use facilities and may have other activities and events occurring at the same time as your event (i.e. City Hall or San Pablo Community Center).
- E. Applicant is required to have City staff throughout the duration of the rental who will provide set-up and take-down of tables and chairs per the layout submitted by the applicant. Once set-up is complete, tables and chairs may not be moved during event time.
- F. Any parties remaining in the facility beyond the scheduled rented time will be subject to the hourly charge of the facility plus an additional \$44/hour for staffing costs.
- G. Facility capacity maximums are strictly enforced including those outlined by any COVID-19 related County Health Orders or applicable Cal OSHA orders. The maximum capacity for an event includes all adults and children, including caterers, DJ/band, 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 fees paid.

Section IV – INELIGIBLE APPLICANTS OR ACTIVITIES

Initial: _____

- A. No reservations are allowed for memorials, funerals, vigils, repass services, viewings, or other rentals that pertain to a ceremony honoring a person who has passed away.
- B. Alcohol is not permitted in any park or park facility, including spectators or event goers.
- C. Overnight rental use is not allowed.
- D. The Church Lane Senior Center is only available for reservation on Sundays.
- E. 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 facilities for such purposes.
- F. Campaign events are not allowed to avoid appearance that City is endorsing a particular candidate or initiative.
- G. 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.

Section V – GENERAL REGULATIONS/NOTICES

Initial: _____

- A. The City of San Pablo is not responsible for any lost or stolen property.
- B. Smoking (including E-cigarettes) is not permitted in any indoor area, and State Law prohibits smoking within 20 feet of a door or operable vent to a public building. Applicants are responsible to make sure their guests are respectful of these regulations and other users of the facility.
- C. Only City-trained staff are allowed to operate the audio/visual equipment.
- D. Children attending the event must be under adult supervision at all times. Children are not allowed to run around the facility unsupervised.
- E. No objects are allowed in facility fountains.
- F. Authorized City employees shall have the right to enter all facilities at any time during rentals.
- G. Reservation cannot be transferred, assigned, or sublet.
- H. The City reserves the right to amend fees and charges as deemed necessary. Previously approved reservations will not be affected by new rates.
- I. The City of San Pablo reserves the right to change, adjust or delete any of the rules and regulations. Any and all request/variances of these rules shall be considered individually and shall not be automatically applied as a matter of precedent to past or future uses of a similar nature. Request for a waiver of any stated rule shall be directed, in writing, to the Recreation Division ninety (90) days prior to the date of use.
- J. All applicants, entities or organizations using city facilities for public or private events shall use compostable or recyclable disposable food ware, and are encouraged to use reusable food ware in place of disposable food ware where practicable, per Section 5.13.030 of the City of San Pablo Municipal Code. Use of plastic foam food or beverage containers (for example, Styrofoam™) is strictly prohibited within the City. First-time violations of this requirement will result in a fine of \$100 withheld from your facility deposit and subsequent violations in the same year will result in higher fines as outlined in Section 1.10.030 of the Municipal Code. California State Law Senate Bill (SB) 1383, effective January 1, 2022, requires all businesses, residents, and multi-family properties to separate organic materials and recyclable materials from trash. Please use the 3 bins provided to separate recyclable and compostable materials from the trash bin. You are required to use the green bin to separate all food waste/food scraps, food-soiled paper, and flower/plant materials. The blue bin is for recyclable materials only, including clean and dry cardboard, paper, metal, and glass. Use the black bin for all other non-hazardous waste and mixed-material products. Please follow the disposal guides posted above each waste bin.
- K. Tables and chairs are to be used indoors only and only for the specific use for which they are intended. Standing on tables or chairs, or sitting on tables is prohibited and the applicant will be charged for damages if this occurs.

- L. Applicant and attendees shall comply with all applicable Laws, rules and regulations which includes, in part, "...all applicable public health rules, regulations, orders, and/or guidance in effect at the time of the use of the facility. Any applicant or attendee violating the established Rules and Regulations, or constituting a public nuisance may be required to leave the facility and premises. Should the staff member on duty find that any facility users are in violation they will attempt to make contact with the primary applicant, who is responsible for resolving the situation. If no resolution is made, the staff member may choose to shut down the event. If necessary, police will be contacted.

Section VI – ALCOHOL BEVERAGE REQUEST

Initial: _____

- A. The use of alcoholic beverages **must be requested in writing 60 days prior** to the requested date and submitted at the time of application. All written requests must detail the nature of the event, all types of alcohol to be served, and claim full responsibility for any problems that may occur due to the presence of alcohol. The request will be reviewed by the Police Department and may be denied or conditioned due to nature of the event or criminal background of applicant or invitees. Any falsification of the permit application will result in the event being cancelled or stopped the day of and the forfeiture of all rental fees including facility deposit.
- B. Alcohol may be served for a limit of five (5) hours total over the course of the event, and must stop one (1) hour prior to the conclusion of the event.
- C. Alcohol is not allowed at youth-oriented events or events held in the honor of a minor (Christenings, birthdays, youth graduations, quinceañeras, Bar or Bat Mitzvahs, etc.).
- D. No consumption of alcohol is permitted outside of the facility, i.e. lobby area, restrooms, parking lot, sidewalks, streets, landscaped areas etc.
- E. A group or organization wishing to sell alcoholic beverages (or tickets for alcohol) at their event must obtain a valid License from the California Department of Alcohol Beverage Control (ABC). 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. The local ABC Office is located at 1800 Sutter St., Ste 450 Concord, 94520, (925) 655-6314.
- F. Evidence of this license must be on file at the Recreation Division office at least fourteen (14) days prior to the event/function. The ABC License must be prominently displayed during the event as well. City staff is required to check the license prior to allowing the sale or distribution of alcohol at the event. If no license is provided, the facility reservation will not be able to sell alcoholic beverages at their function.
- G. If alcohol is sold without a license, the event will be ended immediately without warning, and the entire facility deposit and rental fees will be forfeited. If necessary, police will be contacted.
- H. If applicant reserves an event and indicates that there will be no alcohol at the event and an applicant or any guest brings any type of alcohol to the event, it will result in the forfeiture of the entire facility deposit.

Section VII – FACILITY DECORATIONS

Initial: _____

- A. Renters are responsible for putting up any decorations and any special preparations wanted or needed for the function.
- B. All decorations must be applied with blue painter's tape. The following items are not permitted on walls, windows or ceilings: duct tape, cellophane, adhesive tape, nails, staples, screws, or anything else that will mark the walls or leave holes.
- C. Decorations may not be hung from light fixtures, ceilings, smoke detectors, emergency lights, or acoustical wall/ceiling tiles.
- D. All decorative materials must be made of non-combustible substances or treated with fire retardant, or state approved flame retardant.
- E. Open flames (such as lighted candles) are not allowed. Battery operated candles are acceptable. Due to the sensitivity of the fire/smoke alarm system and the lingering odor, incense or other smoke producing products are not allowed in any City facilities.
- F. No rice, birdseed, fog machines, confetti, or hay bales are permitted at any City of San Pablo facility or on surrounding sidewalks and parking lots. Use will result in the loss of deposit(s).
- G. Storage or decoration deliveries are not permitted before or after a reservation.
- H. Renters are responsible for the removal of all decorations, tape, special preparations, personal property, and any rented equipment immediately upon the conclusion of the event. Nothing will be stored on site and will be thrown away at the conclusion of the rental.
- I. For safety reasons, relocation or rearrangement of City equipment is not permitted. City staff must perform any rearrangement of City furnishings and/or equipment. All doors must be kept clear in the event of an emergency evacuation.

Section VIII – FOOD REQUIREMENTS

Initial: _____

- A. Drinks with red or orange dye and/or food coloring are not allowed in the facility.
- B. 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, refer to cchealth.org/eh/. 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 Division prior to date of use.
- C. Food Requirements may be altered to meet any COVID-19 related requirements including not being able to serve any food or drink at the event except for to-go.

Section IX – INSURANCE

Initial: _____

- A. Applicant shall secure and keep a general commercial insurance policy covering personal injury and property damage in the amount of not less than \$1 million per occurrence, \$2 million

aggregate. The coverage shall be primary insurance, with a waiver of subrogation and notice of the cancellation of the policy provided to the City.

1. The City, and its officials, officers, employees and agents shall be named as additional insured by separate endorsement.
2. Applicant shall also secure and maintain workers' compensation insurance if Applicant has employees as required by State law.
3. If alcohol is served, the general liability insurance shall include host liquor liability coverage and must be stated on the certificate. If alcohol is sold, then Applicant or caterer must also have liquor liability coverage, as well as a valid liquor sales license.
4. Applicant shall provide the certificate of insurance (CG 00 01) and additional insured endorsement to City (CG 20 10) in a form and with carriers acceptable to the City with a minimum AM Best rating of A:VII.
5. The certificate of insurance shall include the " City of San Pablo" as the Certificate Holder.
6. Please contact your insurance provider to check if your homeowner's policy may be extended to cover your facility rental. If an acceptable certificate and endorsement are not submitted to the Recreation Division office at least thirty (30) days prior to the event, then the applicant will be mandated to purchase insurance from the City of San Pablo's insurance provider.

B. Indemnity: On behalf of itself and its successors, employees, members, volunteers, invitees and participants, Applicant assumes all risk of loss or injury arising from its use of the facility. Applicant shall indemnify, hold harmless, and defend City, its officers, agents, volunteers and employees from and against any and all liability, costs, or expense for loss of or damage to property or for injuries to, sickness, disease or death of any person arising or resulting from Applicant's use of the facility or the acts, errors, or omissions of the Applicant or its agents, employees, members, volunteers, invitees and participants. This provision shall survive termination of this Agreement.

1. The applicant shall be responsible for any and all damage to the City's premises, equipment, and property.
2. The applicant will be held responsible for all actions, behavior and damages caused by his/her guests/attendees.

Section X – SAFETY AND SECURITY

Initial: _____

- A. The San Pablo Police Department has the authority to shut down any event for any reason deemed necessary. In this event, the applicant will forfeit all fees paid including the deposit.
- B. Applicants are required to pay for Security and will be arranged by the San Pablo Recreation Division.
 - 1. One Security Guard 1-50 People
 - 2. Two Security Guards 51-100 People
 - 3. Three Security Guards 101-150 People
- C. Security will be determined at the time of booking, after rental parameters are reviewed.
- D. Approved security services will be required to be on duty at the facility at the start time of the rental, during the entire event time and during clean-up.

Section XI – FORFEITURE OF DEPOSIT/EVENT TERMINATION

Initial: _____

- A. Any charges for damages to the facility or furnishings, additional use hours, or imposed third party fines will be deducted from the applicant's deposit:
 - 1. Failure to follow clean up protocols, or generally leave the facility in an unsatisfactory condition.
 - 2. Additional janitorial maintenance is required (in excess of normal cleaning services/time), or additional clean-up or damage costs.
 - 3. If the City is charged any third party fines (for example: fire alarm set off as a result of any policy violation, such as incense or balloons at facility).
- B. The City reserves the right to collect any additional fees above and beyond the deposit for damages or costs incurred by the City as a result of the rental.
- C. Failure to comply with required security, licenses, permits or certificates will result in immediate cancellation of facility use and applicant will forfeit all deposit(s) and fees paid.
- D. Staff on duty does not have the authority to grant use of additional facilities, equipment, or time extensions. Any time the facility is occupied beyond the scheduled time applicant will be billed at the facility hourly base rental rate plus \$44/hr. for the overtime use (all overtime is calculated in 1-hour increments). Use or occupancy of the facility beyond 12:00am (midnight) will cause forfeiture of the applicant's entire damage deposit.
- E. The misuse of any City of San Pablo facility, failure to conform to facility regulations, or any other Federal, State or local law, rule, regulation or ordinance or any other threat to public health, safety, or welfare shall be sufficient reason for immediate cancellation of the facility use. No refund will be granted. This shall include overcrowding of the posted maximum capacity for the room in use, serving alcohol to minors, or any action deemed sufficient by City of San Pablo staff.

F. In the event, that the City deems it necessary to cancel or terminate facility use, the applicant will forfeit all fees paid.

I have read and agree to the above information.

Applicant's Signature

Today's Date

Revision August 2025



Permit #: _____

Request for Alcohol

Name of Applicant: _____ Phone Number: _____

Address: _____ City: _____ Zip: _____

Dear Chief of Police,

My name is _____ and I wanted to inform you that I have rented out _____
Applicant Name *Facility Name*

with the City of San Pablo for a _____ on _____.
Type of Event *Rental Date*

I have paid for the following:

Set Up time: ____:____ am/pm - ____:____ am/pm

Event time: ____:____ am/pm - ____:____ am/pm

Clean-Up time: ____:____ am/pm - ____:____ am/pm

*I will be serving alcohol from ____:____ am/pm - ____:____ am/pm

The type of alcohol I will be serving is _____.
List all types of alcohol which will be served

I have paid for _____ uniformed and licensed Bajan Security guards to be at the event.
of Guards

The total cost of security guards for my event is \$ _____, which will be paid by _____.
Guard Cost *Date Rental Fees are due*

If you have any questions regarding my reservation please feel free to call me at (____) _____.
Applicant Phone Number

Thank you,

X _____
Applicant Signature

Today's Date _____

* Alcohol may be served for a limit of five (5) hours, and must stop one (1) hour prior to the conclusion of the event.



Facility Pre-Application Questionnaire

CITY OF SAN PABLO
FACILITY RENTAL

Groom Information

Groom's Name/Nombre Del Novio: _____

Date of Birth/Fecha de nacimiento: _____

Home Address/Dirección: _____

City: _____ State: _____ Zip Code: _____

Phone Number/ Número de teléfono;

Home/Casa: _____

Cell/Celular: _____

Bride Information

Bride's Name/Nombre de la Novia: _____

Date of Birth/Fecha de nacimiento: _____

Home Address/Dirección: _____

City: _____ Zip Code: _____

Phone Number/ Número de teléfono:

Home/Casa: _____ Cell/Celular: _____

Event

Information of the person being Honored/Información de la persona de Honor

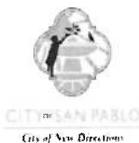
Name/Nombre: _____

Date of Birth/Fecha de nacimiento: _____

Home Address/Dirección: _____

City: _____ State: _____ Zip Code: _____

Phone Number/ Número de teléfono; Home/Casa: _____ Cell/Celular: _____



Community Services Department Fee Schedule

Effective January 16, 2026

Hourly Rates listed include \$8 per hour maintenance fee

#	Facility Location	City		Non-Profit Governmental†		Private		For Profit	
		Res	Non-Res	Res	Non-Res	Res	Non-Res	Res	Non-Res
42	Maple Hall-Includes Kitchen (per hour)±	No Charge		\$108	\$128	\$208	\$248	\$308	\$368
43	Church Lane Senior Center (per hour)±	No Charge		\$88	\$104	\$168	\$200	\$248	\$296
44	Davis Park Senior Center (per hour)±	No Charge		\$36	\$41	\$63	\$74	\$91	\$107
45	Davis Park Multi-Purpose Room (per hour)±	No Charge		\$43	\$50	\$78	\$92	\$113	\$134
46	Wildcat Creek Community Room (per hour)±	No Charge		\$48	\$56	\$88	\$104	\$128	\$152
	San Pablo Community Center (SPCC)	Res	Non-Res	Res	Non-Res	Res	Non-Res	Res	Non-Res
47	Community Hall-Includes Kitchen (per hour)±	No Charge		\$71	\$83	\$133	\$158	\$196	\$233
48	Community Room-West (per hour)±	No Charge		\$46	\$53	\$83	\$98	\$121	\$143
49	Community Room-East (per hour)±	No Charge		\$46	\$53	\$83	\$98	\$121	\$143
50	Activity Room 2 (per hour)±	No Charge		\$30	\$34	\$52	\$61	\$74	\$87
51	Activity Room 3 (per hour)±	No Charge		\$36	\$41	\$63	\$74	\$91	\$107
56	Vendor Kiosk (per month, per kiosk)	No Charge		\$155	\$184	\$301	\$360	\$448	\$535
	Sports Fields & Facilities	Res	Non-Res	Res	Non-Res	Res	Non-Res	Res	Non-Res
57	Davis Park Sport Field (per hour)	No Charge		\$21	\$26	\$36	\$41	\$46	\$51
	Rumrill Sports Park	Res	Non-Res	Res	Non-Res	Res	Non-Res	Res	Non-Res
59	Field 1, 2, or 3-Youth League (per hour, per field)◇	No Charge		\$25	\$30	\$30	\$36	\$41	\$47
60	Field 1, 2, or 3-Adult League (per hour, per field)◇	No Charge		\$47	\$52	\$52	\$57	\$72	\$82
61	Practice Field-Youth League (per hour)	No Charge		\$20	\$25	\$25	\$30	\$35	\$40
62	Practice Field-Adult League (per hour)	No Charge		\$36	\$41	\$41	\$46	\$56	\$61
63	Rumrill Sports Park Light Youth League (per hour)	No Charge		\$7	\$7	\$7	\$7	\$9	\$10
64	Rumrill Sports Park Light Adult League (per hour)	No Charge		\$14	\$14	\$14	\$14	\$18	\$20
65	Banner (per month, per spot)	No Charge		\$65	\$75	\$85	\$100	\$125	\$150
66	Vendor Kiosk (storage only, per month per kiosk)	No Charge		\$183	\$208	\$233	\$258	\$308	\$408
	Additional Fees	Res	Non-Res	Res	Non-Res	Res	Non-Res	Res	Non-Res
67	Sport Field Concession Stand / Kiosk Rental Monthly	No Charge		\$200	\$250	\$300	\$350	\$450	\$525
68	Sport Field Concession Stand / Kiosk Rental Daily	No Charge		\$35	\$40	\$45	\$50	\$70	\$80
69	Deposit for facilities event rentals or commerical kitchen (refundable)+	\$0	\$250	\$250	\$250	\$400	\$400	\$400	\$400
70	Deposit for Maple Hall event rentals (refundable)+	\$0	\$315	\$315	\$315	\$500	\$500	\$500	\$500
71	Deposit for meeting rentals (refundable)+	\$0	\$50	\$50	\$50	\$50	\$50	\$50	\$50
72	Deposit for fields (refundable)+	\$0	\$250	\$250	\$250	\$250	\$250	\$250	\$250
73	Deposit for key for sport fields only (refundable)+	\$300	\$300	\$300	\$300	\$300	\$300	\$300	\$300
74	Audio/Visual Equipment Rental (per event)	No Charge		\$75	\$75	\$75	\$75	\$75	\$75
75	Alcohol Beverage Fee (non-refundable)+	\$75	\$75	\$75	\$75	\$75	\$75	\$75	\$75
76	Application Fee (non-refundable)+	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50
77	Unscheduled Rental Time (1 hour increments)+	Base Hourly Fee + \$40/hour							
78	Insufficient Funds/Returned Check Fee+	\$20/Check							
79	Security Fees	\$38 per guard per hour (minimum of 5 hours) \$25 after booking							
80	Rental Changes	\$75 for 30 days or less prior to event.							
81	Maintenance Fee for indoor facility rentals (per hour) +	\$8 (already reflected in hourly rates listed above)							
+Not eligible for fee waiver ◇Rumrill Sports Park Field 3 is not eligible for any fee waiver.									
±Hourly facility rental fees include one Building Attendant @ \$24/hour - This portion of fee is not eligible for a fee waiver									