

Department Policy & Procedure

FACILITY ALLOCATION POLICY & PROCEDURES	Policy Number:	69863 - 2010
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Approved:	<input checked="" type="checkbox"/> Department Administration	

PURPOSE

To provide staff with direction associated to the allocation and use of Department Space.

AUTHORIZATION

Department staff, accountable for issuing and approving space rental agreements, are responsible for the implementation of this policy endorsed by Department Administration.

OBJECTIVES

The *Facility Allocation Policy & Procedures* provides a framework to ensure the fair and equitable allocation of Department Spaces by means of:

1. *User Group Definitions;*
2. *Priority of Use Criteria;*
3. *Space Allocation Terms and Conditions;* and
4. *Booking Procedures.*

INTERRELATED

The following and subsequent Bylaws, policies and Provincial regulations supersede or influence the Facility Allocation Policy:

City of New Westminster		
Parks and Recreation Fees and Charges Bylaw No. 6673, 2001	Aquatic Facility Allocation Policy, 604621	Other City Department Facility Allocation Policies and criteria
Public Health Bylaw No. 4271, 1967	Business License Bylaw No. 5640, 1986	Smoking Control Bylaw No. 6263, 1995
Noise Bylaw No. 6520, 1999	Business License Bylaw No. 5640, 1986	Street Activity Program Policy
Animal Control Bylaw No. 7037, 2005	Parks Bylaw No. 3646, 1959	Filming Policy and Bylaw, 7793, 2016
Parks and Recreation Refund Policy, 287443	Parks and Recreation Code of Conduct, 157148V2	Bad Debt Policy, 1022411V2
Parks and Recreation Derecognition Policy, 964104V3		Facility Allocation For Civic Functions, 486894
Province of British Columbia		
Guide Animal Act	Tobacco Free Legislation	Human Rights Code
Liquor Control Board		

DEFINITIONS

All Candidate Forums – means public meetings where all candidates are invited to speak, and further, receive and answer questions from members of the public with the purpose to promote voter knowledge and participation. All Candidate Forums may have focus on election subgroups such as all mayoral candidates, all councilor candidates and/or all school trustee candidates. Finally, all candidates must be invited to participate in All Candidate Forums to be eligible for a no-charge room booking.

City means the City of New Westminster.

Commercial Groups means a private sector for-profit businesses or individuals undertaking for-profit activities.

Department means the City's Parks and Recreation Department.

Eligible New Westminster Organizations – means a Council identified New Westminster Residents' Associations, School District #40 District Parent Advisory Council, a New Westminster Business Improvement Association or a New Westminster situated community organization possessing a charitable or not-for-profit status that predominately serves New Westminster residents.

Non-Profit Organizations means a legally constituted non-profit organization and/or registered as a BC Society, located in or servicing New Westminster that delivers non-commercial services that benefits the community.

Non-Resident Users means any User Group with less than 60% New Westminster resident membership/participation.

Rental or Booking means a written agreement between a User Group and the Department for the reservation and temporary use of a Department Space(s) on specific date(s)/time(s), with applicable fee(s) for agreed upon function(s), attendance and user acceptance of agreement terms and conditions.

Returning Users – means a user group, with a history of consecutive annual bookings, in good standing.

Space means any indoor or outdoor rental space determined and governed by the Parks and Recreation Department.

User Group means any Non-Resident Users, Youth Activity Groups, Non-Profit Organizations, Commercial Groups, Individuals that Book Department Space.

Youth Activity Group means a Bonafied New Westminster based non-profit organization that delivers organized sports leagues, tournaments and recreation-based services to residents under 19 years of age. Youth activity groups require 60% participation membership from New Westminster residents and they must be open to all New Westminster youth.

PRIORITY OF USE CRITERIA

The Department provides User Groups with bookable Spaces in a fair and equitable manner to improve the quality of life and leisure pursuits of residents and visitors. Space demand often exceeds availability resulting in the following priorities for the allocation of Department Space:

1. Department programs, events and services;
2. City programs, events and services;
3. Department or City community events offered in partnership with a User Group;

4. Youth Activity Groups, Non-Profit Organizations and School District #40;
5. Returning Users;
6. New User Groups; and
7. Commercial Groups.

The following considerations can influence the priority of use criteria in the allocation of Department Space:

- ➔ New Westminster based User Groups will receive priority over Non-Resident Users
- ➔ User Groups historically disadvantaged due to gender, disability, financial status or age
- ➔ Emerging User Groups

SPACE ALLOCATION TERMS AND CONDITIONS

Rental Agreement - the use of any Department Space requires that the User Group have a rental agreement. The rental agreement contains terms and conditions to ensure the safe and appropriate use of Department Spaces. Terms and conditions are subject to change, anytime, based on booking amendments, type of booking, location of the booking, purpose of the booking, rental cancellations, equipment or any other change to the Space or booking.

Space Requests - the Department retains sole discretion to determine the allocation of its Spaces including:

- what and when Spaces are available for booking
- booking term (booking are NOT guaranteed or carried forward year-over-year)
- frequency of bookings

Fees - Space Rental fees are determined through the Department Fees and Charges Bylaw. Rental agreements require partial payment (i.e. scheduled payments) or full payment in order for the User Group to access the Space and execute the Rental agreement. Fee payment signifies agreement and acceptance of all Rental terms and conditions and booking information.

Rental Cancellation - the Department may cancel Bookings, anytime, based on violations of the Rental agreement terms and conditions, non-payment of fees, unexpected facility closures, changes in service delivery or unforeseen circumstances.

Allocation Restrictions - the Department reserves the right to restrict or prohibit access to any User Group that:

- a) promotes racism, hate, violence, censorship, crime or other unethical pursuits;
- b) conducts non-sanctioned use or sales of alcohol;
- c) is not in good standing (i.e. outstanding fees, breaching rental terms and conditions, willfully caused property damage, etc.);
- d) disrupts other Space patrons, operations, members of the public or surrounding neighbourhoods;
- e) involves busking or providing entertainment for tips, gratuities or donations;
- f) misrepresents the scope and/or purpose of the booked function;
- g) intends to conduct activities in the rental Space incongruent with City and Department vision, mission, goals, objects, values and/or principles; and
- h) involves animals (Provincially certified and leashed guide dogs are exempted).

Political Rentals - All Candidate Forums bookings are permitted per the criteria herein. Such rental users are required to conduct their activity within a defined Space that does not, in any way, affect any member of the public. For clarity, such rental users are prohibited from engaging members of the public for the purpose of solicitation (in any form), fundraising, sharing ideologies, restricting public access or movement to adjacent Department Spaces or affect any Department service. Rental goals for this category are:

1. To support resident and candidate participation in the democratic process;
2. To promote local resident's awareness of and participation in the electoral process at the local, provincial and federal levels of government; and
3. To further electorate knowledge of all candidates and political party positions, goals and visions.

Non-Secular Rentals - faith based groups are permitted to book Space per the criteria herein. Such rental users are required to conduct their activity within a defined Space that does not, in any way, affect any member of the public. For clarity, such rental users are prohibited from engaging members of the public for the purpose of solicitation (in any form), fundraising, sharing ideologies, restricting public access or movement to adjacent Department Spaces or affect any Department service.

Insurance – User Groups, at their own cost, may be required to obtain and provide proof of liability insurance with both the insurance need and insurance criteria determined by the Department. If not required, the Department strongly recommends that all User Groups attain rental insurance coverage to limit risk and liability.

Pony Rides, Temporary Inflatable Structures & Carnival Rides – User Groups seeking outdoor space for these purposes are limited and may not be available. If permitted, additional terms and conditions will be determined by the Department related to location, fencing, insurance, clean up responsibilities and additional damage deposit(s).

BOOKING PROCEDURES

A successful Space Rental booking must include the following:

1. Compliance with the Facility Allocation Policy and Procedures, Booking agreement terms and conditions and superseding policies, bylaws or provincial regulations;
2. Available Space;
3. A Space request by an individual authorized by the User Group, who is 19 years or older and who possesses User Group signing authority;
4. A Space Rental agreement that outlines Booking date(s), time(s), location(s), fee(s), tax, deposit(s), use of the Space(s) and rental terms and conditions;
5. User acceptance of the Space rental agreement by means of a payment and/or signing and returning the rental agreement;
6. Provision of proof of insurance as required; and
7. Upon Rental completion, the performance and/or damage deposit will be refunded unless there is a performance or damage and such funds may be partly or fully withheld (as applicable). Further, additional charges may be levied against the User Group depending on the extent of the damage. If damage has occurred, and in the absence of a deposit or sufficient deposit, the User Group is obligated to pay the additional charges.

Other criteria:

- Booking disputes are reviewed by the applicable Facility Manager or the Department Director
- Special or extraordinary booking requests are subject to a Department review and may not be accommodated