



Gig Harbor Fire & Medic One

RESOLUTION 2021-16

August 24, 2021

BE IT RESOLVED by the Board of Fire Commissioners of Pierce County Fire Protection District No. 5 hereby wish to revise the policy & procedure pursuant to Pierce County Fire District #5 Building and Training Facility usage.

WHEREAS, the purpose of the revision of the policy & procedure is to make clear, the expectations for public use as established in earlier version(s) of the public building usage document; and

WHEREAS, since the Board has established a fee schedule in conjunction with these guidelines for public usage of PCFD #5 facilities, the fee schedule will remain unchanged; and

WHEREAS, this resolution will amend SOG Section 5000.1 as it was originally approved in Resolution 1999-10, revised in Resolution 2006-03 and revised in Resolution 2009-10;

NOW, THEREFORE BE IT HEREBY RESOLVED AS FOLLOWS:

That the Board of Fire Commissioners adopts the following policy and procedure and which are attached hereto and incorporated herein by this reference:

Board Policy – Public Use of Pierce County Fire Protection District #5 Facilities, 5000.1

Adopted at a regular meeting of the Board of Fire Commissioners, Pierce County Fire District No. 5, this 24th day of August, 2021.

PIERCE COUNTY FIRE PROTECTION
DISTRICT NO. 5

Attest:

District Secretary

Alex Wilsie (Sep 1, 2021 21:23 PDT)

Chairman

Thomas A Sutick (Aug 24, 2021 17:39 PDT)

Commissioner

Kevin L Entze (Aug 26, 2021 17:08 PDT)

Commissioner

Bryce Nelson (Aug 26, 2021 17:08 PDT)

Commissioner

Joe Urina (Sep 2, 2021 09:22 PDT)

Commissioner



Gig Harbor Fire & Medic One Board of Fire Commissioners Policy

Title: Public Use of District Facilities
Reference: 5000.1 – Public Use of District Facilities
Applies to: Pierce County Fire District #5
Approved by: Board of Fire Commissioners

PURPOSE

The purpose of this policy is to govern the use of Pierce County Fire District #5 (“District”) owned facilities by individuals, groups and/or organizations. This policy governs all District owned property, including any property or facility not specifically listed herein.

SCOPE

The scope of this policy includes all District owned property.

AUTHORITY AND RESPONSIBILITY

This policy and the related forms shall be administered by the Chief, or designee. Scheduling of meeting rooms and the Training Campus shall only be approved for “District Sponsored” events. It is the responsibility of the Division sponsoring the event to coordinate room reservations as well as any logistics needed for the duration of the event. Scheduling of the Training Campus shall be coordinated through the Training Division.

AVAILABILITY/SECURITY

District facilities are only able to accommodate District sponsored events. The decision on whether an event is “District sponsored” lies with the Fire Chief, Assistant Chief(s) or at the direction of the Board of Fire Commissioners.

“District Sponsored” shall be defined as meetings/events that are fundamental to the mission of the District. Internal District business/events shall always meet these criteria. Outside agencies/groups desiring to be recognized as District sponsored shall submit a request that identifies how their event/group is “fundamental” to the mission of the District. This request shall be done in writing and addressed to the Assistant Chief of Administration and Finance.

A District member shall be present for the duration of any District sponsored event. This District member will also serve as the one responsible for security.

Availability of Other Facilities: Generally, the restrooms at District public facilities shall remain open and available to the public, but other rooms, shall only be available for public use during District sponsored events.

RENTAL RATES

Rental rates are set forth in the District Fee Schedule.

FORMS:

The Following forms must be completed for any District sponsored event that is not facilitated by a District employee:

- 5000.1.F.1 Indemnification / Insurance Agreement
- 5000.1.F.2 Public Use of District Facilities Agreement
- 5000.1.F.3 General Regulations for Use of Facilities



AGREEMENT TO INDEMNIFY, HOLD HARMLESS AND PROVIDE INSURANCE

This is an Agreement between the undersigned, indicated below as Licensee and Licensee's authorized representative (hereinafter referred to as "LICENSEE"), and Pierce County Fire District #5 (hereinafter referred to as "The District"), related to LICENSEE's use of all or part of the premises (including any of the furnishings, fixtures, or equipment therein) of the District, including the Training Center.

By way of this Agreement, LICENSEE, on its own behalf and on behalf of its successors in interest and assigns, in consideration for being permitted to use any part of the District facilities, hereby agrees to indemnify, defend (at the District's option) and hold harmless the District, its officers, employees, agents and members, jointly and severally, from and against any and all claims, demands of any kind or nature arising out of or in connection with LICENSEE's or LICENSEE's agents', members' or participants' use of the Training Facilities.

Without limiting the District's right to indemnification, LICENSEE agrees to furnish a certificate of insurance, evidencing comprehensive general liability coverage in the amount of \$1,000,000.00 per occurrence, written on an occurrence form, and to name the District, its officers, employees, and members as additional insured and respects the District, its officers, employees, and members as additional insured as respects Licensee's usage of the District facilities to such usage taking place.

This Agreement constitutes the entire agreement as respects indemnity, defense and insurance, and may be utilized as an addendum to other agreements relative to usage of the District facilities.

This agreement to be in effect from _____ to _____

Agreed by Licensee: _____ Date: _____
(Print Name)

Licensee's Authorized Representative: _____

Title: _____

ACCEPTED BY: _____ Date: _____
(For the District)



PUBLIC USE OF DISTRICT FACILITIES AGREEMENT

THIS AGREEMENT is hereby made by and between Pierce County Fire Protection District No. 5 (hereinafter the "District") and the following organization, hereinafter referred to as "User Group".

Purpose

The purpose of the agreement is to provide the terms and conditions upon which the District will make District facilities available to the user group. The District is pleased to share its facilities with the public for District sponsored events. The District desires to help make such meetings a success. In order to continue making facilities available the General Regulations for Use of Facilities must be complied with by all user groups. Any user group that fails to comply with these regulations may be denied the right to use the facilities in the future.

Approval

On behalf of the user group, the undersigned agrees to be the activity supervisor and agrees to ensure that the user group and all of its members, agents and participants comply with all of the regulations contained in the General Regulations for Use of Facilities.

Name of Activity Supervisor

Daytime telephone number

Signature of Activity Supervisor

Organization Name

Purpose of meeting/activity: _____

Date(s) of Activity: _____

Number of People Expected: _____

Starting Time: _____

Ending Time: _____



GENERAL REGULATIONS FOR USE OF FACILITIES

The following regulations apply to use of all Pierce County Fire District 5 facilities, unless the particular regulation expressly states that it is limited to use of Station 50 or the Training Campus.

1. All functions conducted in District facilities shall be in accordance with Pierce County and City of Gig Harbor standards and not in violation of any county or city ordinances or regulations. Similarly, all functions shall be in compliance with the laws of the State of Washington.
2. The maximum number of people permitted in any fire District facility shall be restricted to the posted occupancy limits.
3. Smoking is prohibited in all fire District facilities.
4. Alcoholic beverages are prohibited in or on all District property and facilities.
5. Meetings or classes may not begin before 8:00 a.m. and must be finished by 10:00 p.m., including cleanup.
6. Reservations by non-District groups must be scheduled at least two weeks in advance. Scheduling of the Training Campus should be done at least 30 days in advance. Prior to the event for which the facilities have been reserved, the user group must sign the Facilities Use Agreement. The person signing the agreement will be designated as the supervisor who will be in direct charge of group activities and serve as the responsible person.
7. User groups should come prepared with the necessary copies, transparencies and office supplies such as papers and pens, that instructors or attendees may need, as the District is unable to provide such items at public expense.
8. Care should always be taken while moving tables and chairs so that walls, doorways and floors are not scratched or damaged. This includes the carpeted areas.
9. Meals may not be eaten in the carpeted classrooms without prior permission.
10. Prior to leaving, all tables and chairs are to be returned to their original position. Any spills should be cleaned up, white boards erased and lights turned out. Every attempt should be made to leave the building clean and orderly. Security shall be assured by the responsible person, working with the District 5 representative, especially if a meeting concludes after normal work hours.

11. Should an emergency arise requiring emergency service (fire, medical or police), the user group should call 9-1-1. If any injury accident or illness occurs, after first aid and contacting 9-1-1, the scene should be secured and the on-site District representative shall be notified.
12. The user group shall be responsible for any building damage, lost or misplaced equipment and any other losses deemed to be the responsibility of the user group. User groups may be required by the District to provide a certificate of liability insurance, with District No. 5 named as an additional insured on said liability insurance policy or certificate of insurance.
13. No tape of any kind may be used on walls, white boards, windows, or doors. Pushpins or tacks may be used to attach visual aids to the dividing walls in the Birch, Cedar or Dogwood rooms of Station 50.
14. No activity shall interfere with any other activity taking place in the same building. Consideration must be given to those who work in the building, especially with regard to noise levels. User groups and sponsors shall remind participants, when leaving classrooms, to be considerate of other users of the facilities.
15. The District reserves the right to cancel reservations if space is needed to conduct District business.