

Staff Summary Report



Council Meeting Date: 01-08-09

Agenda Item Number: 22

SUBJECT: Request approval of and authorization for the Mayor to execute an amendment to an Agreement between the Ladmo Branch of the Boys and Girls Club of the East Valley and the City of Tempe to close the Westside Multi-Generational Center on Sundays.

DOCUMENT NAME: 20090108prtd01 COMMUNITY SERVICE ADM (0701-01)

SUPPORTING DOCS: Yes

COMMENTS: Amendment to Agreement C2003-128 to allow the Ladmo Branch of the Boys and Girls Club of the East Valley, who operate and manage the Westside Multi-generational Center, to close the facility on Sundays. The club does not operate any other facilities on Sundays.

PREPARED BY: Travis Dray, Deputy Parks and Recreation Deputy Manager, 480-350-5182

REVIEWED BY: Mark Richwine, Parks and Recreation Manager, 480-350-5325

LEGAL REVIEW BY: David Park, Assistant City Attorney, 480-350-8907

FISCAL NOTE: There is no fiscal impact to the City of Tempe with the amendment to contract C2003-128.

RECOMMENDATION: Staff recommends approval of the amended agreement and the authorization for the Mayor to execute it.

ADDITIONAL INFO: The Westside Center is currently open on Sundays from 1-6 p.m. exclusively for drop-in use of the gym and fitness room with the average attendance being between 10-18 users. Although these individuals would be impacted by the closure, the Kiwanis, Escalante, and North side Centers provide Sunday access.

AMENDMENT TO LEASE AGREEMENT

This AMENDMENT TO LEASE AGREEMENT is made this ____ day of _____, 2009, by and between the **CITY OF TEMPE (City), Arizona**, an Arizona municipal corporation, hereinafter referred to as **City**, and the **Boys and Girls Club of the East Valley-Ladmo Branch**, a non-profit agency hereinafter called **The Club**.

WITNESSETH:

WHEREAS, the City and The Club entered into that certain Lease Agreement dated July 10, 2003, City of Tempe Contract No. C2003-128 (the "Lease") with respect to the Westside Multi-Generation Center; and

WHEREAS, the City and the Club desire to close the facilities on Sundays; and

WHEREAS, the City and the Club desire to amend the Lease as follows;

NOW THEREFORE, the City and the Club hereby agree to amend the parties Lease Agreement as follows:

1. **SUPERVISION OF SPACE.** Section 6 of the Lease Agreement is hereby deleted and replaced to read as follows:

6. Supervision of Space. The Club shall be responsible for the supervision, scheduling and management of the space in building as indicated in Exhibit "A". The Club is responsible for maintaining scheduled hours of operations, not inclusive of holidays as identified by the City, for the center as follows:

Monday through Thursday – 8 a.m. – 9 p.m.

Friday – 8 a.m. – 8 p.m.

Saturday – 10 a.m. – 5 p.m.

~~Sunday 1 p.m. – 6 p.m.~~

The Club may not deviate from the above stated hours of operation without the written approval of the City. The City will furnish annually to The Club a schedule of City approved holidays and an appropriate schedule for facility operating hours or closures for each holiday. For each City holiday in which facility hours are required, it shall be the responsibility for The Club to staff, open and manage the facility for public use. In addition to maintaining the above hours of operations, The Club shall manage and supervise the Fitness Center within the facility Monday through Friday from 3 p.m. to 7 p.m. The Club's assigned space shall be open to the public. The Club shall be responsible for accepting and scheduling room use requests into their assigned space from Tempe based non-profit organizations for meetings in accordance with the provisions established by the City in Chapter 23 of the Tempe City Code sections 23.56 through 23.59. Smoking or alcohol is not permitted in the building. The Club may only charge room use fees with the prior approval of City. The City and The Club shall jointly be responsible for developing leases to permit non-profit organizations to have permanent space assigned in the building with such leases being subject to final approval of the City. The Club will be responsible for managing the use of any non-profit organizations leased permanent space as approved by the City on a day-to-day basis.

IN WITNESS WHEREOF, the parties hereto have executed this Lease this ____ day of _____,

2009.

LESSOR:
CITY OF TEMPE

LESSEE:
Boys and Girls Club of the East Valley-Ladmo Branch

NAME
Mayor

Boys and Girls Club of the East Valley
President and CEO

ATTEST:

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney