



Staff Report

Agenda Item: **Clarkdale-Jerome Lions Club Facilities Use Agreement – Approval of a 2008-2009 Reimbursement Agreement for the use of Town Facilities by the Clarkdale-Jerome Lions Club.**

Staff Contact: Walt Good, Deputy Town Clerk

Meeting Date: July 22, 2008

Background: The Clarkdale-Jerome Lions Club has contracted with the Town since 1997 for the use of Town facilities. The Lions Club had proposed dissolving and had distributed their non-profit funds and materials to the Town of Clarkdale in excess of \$5,000.00 donation. The Clarkdale-Jerome Lions Club has decided to continue in operation and wishes to continue the Facilities Use Agreement with the Town.

The only major change to last year's contract is the addition of a new section that will reimburse the Town for utilities. With the increase in the cost of utilities a minimal charge has been recommended to defer the burden on the Town of Clarkdale.

Consideration

The Club will pay a utility charge at the time of scheduling for use of:

- Auditorium - Fifteen Dollars (\$15.00) per day or any portion thereof;
- Men's Lounge - Four Dollars (\$4.00) per day or any portion thereof;
- Ladies' Lounge – One dollar fifty cents (\$1.50) per day or any portion thereof.

Recommendations: To approve the 2008-2009 Reimbursement Agreement for the use of Town Facilities by the Clarkdale-Jerome Lions Club.

**Reimbursement Agreement for Use of Town Facilities
by the Clarkdale –Jerome Lions Club**

Recitals

WHEREAS, the Clarkdale-Jerome Lions Club provides programs that benefit the citizens of the Town of Clarkdale such as eye glasses for the underprivileged, food and toys to families for Christmas.

Agreement

THIS AGREEMENT, made and entered into as of the 1st day of July, 2008, by and between the Town of Clarkdale, Arizona, hereinafter referred to as "TOWN", and the Clarkdale-Jerome Lions Club, hereinafter referred to as "CLUB".

For and in consideration of the mutual covenants hereinafter set forth, and a nominal fee for reimbursement of the TOWN's costs, the TOWN hereby allows CLUB to use the following town owned property for recreational or educational uses for the following terms:

Event	Days	Facility
Monthly Business Meetings	1 st Thursdays	Men's Lounge
4 th of July Parade/Sales Table	1 day per year	Clarkdale Town Park
Halloween Sales Table	1 day per year	Clarkdale Town Park
Concerts in the Park/Sales Table	10 days per year	Clarkdale Town Park
Officers Training	1 day per year	Men's Lounge/Auditorium

Term

The term of this agreement shall be from July 1, 2008 to June 30, 2009.

In the event that the facility used by the CLUB is defaced in any way as a result of the use by the CLUB, the TOWN has the right to immediately void this agreement.

Scheduling of Facilities

The CLUB shall provide notice to the TOWN before it shall organize and conduct events/meetings, including, but not limited to disclosing information regarding the nature, dates, purpose, location and details of the event. Preference will be given to scheduling events that are Town of Clarkdale sponsored activities and events where the TOWN will be reimbursed for expenses. The TOWN will notify the CLUB in writing if an event is rejected and those items which specifically lead to the rejection. The TOWN's acceptance of said event shall not be unreasonably withheld.

If the CLUB has not vacated the premises by the ending time(s) scheduled for specific events, additional reimbursement costs will be due. The TOWN reserves the right to have a member or members of town staff on the premises during any period the facility is in use by the CLUB.

Use

The CLUB shall occupy and use the premises for the purpose(s) and specific dates and times scheduled with the TOWN, and for no other purposes.

Rules for Use

The CLUB covenants that no nuisance will be maintained upon the premises herein used. The CLUB will use and occupy the premises in a careful, safe and proper manner, in accordance with any and all

rules. Any violation of this agreement shall constitute an automatic breach of covenant and shall subject this agreement to immediate cancellation.

1. The person who signs the agreement is the responsible party. This person must be a member of the CLUB board. This responsibility includes informing everyone involved of the rules of the agreement.
2. No smoking or alcohol is allowed in any building or public facility owned by TOWN except those functions which have been given specific prior approval for use of alcohol.
3. If it is necessary for a member of the TOWN's Maintenance Department to be present during preparation/decorating at the scheduled event, the CLUB will reimburse the TOWN the cost for said employee time and administrative costs at a rate of \$25.00 per hour.
4. If the TOWN will be involved in setting up for the event (i.e. placing chairs and/or tables) the CLUB shall reimburse the TOWN the cost for resulting employee time and administrative costs at a rate of \$25.00 per hour.
5. No dragging or rolling anything across the floors.
6. Nothing is to be put on the floors.
7. Any and all painting of decorations or displays will be done off the premises.
8. There will be no stapling, nailing, tacking or gluing on the floors, walls, ceilings, moldings, doors and/or furniture, etc. for any purpose at any time. No tape is allowed.
9. No open flames will be allowed.
10. No uses of the premises that have not been approved in this contract or in writing by the TOWN.
11. Spills will immediately be cleaned by the CLUB. Trash will be removed from the premises and all tables left clean immediately following the event.
12. Outside doors will be locked upon leaving the building.
13. Heating/Cooling will be returned to the temperature they were set at prior to the event.
14. All lights will be turned off after the event.
15. All string, wire, tape and/or decorations will be removed from the premises at the conclusion of the event.
16. Driving of vehicles is prohibited in town parks.
17. The TOWN may require security for some events. Security will be provided by off duty Clarkdale Police Officers, the cost of which will be reimbursed by the CLUB.
18. The TOWN may require additional restroom facilities for large events.

19. Staking in town parks or grounds is prohibited.
20. Tents and similar structures in town parks or grounds must be weighted down.

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The CLUB will be responsible for cleaning the provided facility after each event. If at any time the TOWN must clean the premises after the CLUB has utilized the facility, the CLUB hereby agrees to reimburse the TOWN for said costs.

If the key to the facility is not returned, the CLUB hereby agrees to reimburse the TOWN for all costs associated with the re-keying of the facility.

Indemnity

The CLUB agrees that TOWN shall not at any time during the term of this agreement be responsible or in any way accountable, for any loss, injury, death or damage to persons or property from any cause or causes whatsoever which at any time may be by CLUB, or any other person while in or on the demised premises, and the CLUB agrees to hold the TOWN harmless for any and all claims, liabilities, losses, damages, costs and expenses whatsoever arising out of any such loss, injury, death or damage.

Insurance

The CLUB shall provide to the TOWN a Certificate of Insurance evidencing a blanket insurance policy, to be renewed annually, in the aggregate amount of 1 million dollars, in which the TOWN is an additional named insured. An additional liquor liability policy may be required prior to events at which alcohol will be served.

Indemnification

The CLUB indemnify, defend and hold harmless the municipality and its officials, employees and agents from and against any and all liabilities, judgments, settlements, losses, costs or charges (including attorneys fees) incurred by the municipality and/or any of its officials, employees or agents as a result of any claim, demand, action, or suit relating to any bodily injury (including death), loss of property, damage caused by, arising out of, related to, or associated with this agreement”.

Attorney's Fees

In any suit which may be brought by either party to enforce this Lease, or any part hereof, or to recover damages for the breach hereof, the Court, sitting without a jury, shall award a reasonable amount as and for attorney's fees to the prevailing party.

Non Waiver of Statutory Limitation of Liability

The parties recognize and agree that the Town does not waive the limitation of liability provided to the Town for allowing recreational or educational uses of Town property, pursuant to A.R.S. Section 33-

1551. The Parties further recognize and agree that the fees charged by the Town are nominal and intended to offset the Town's cost in making the subject property available for use by the public.

Applicable Law

The laws of the State of Arizona shall govern the construction, performance and enforcement of this Lease. Venue for any action arising out of the provisions of this Lease shall be Yavapai County, Arizona.

Dispute Resolution

If a dispute arises out of or relates to this Agreement, or breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to settle the dispute through mediation before resorting to arbitration, litigation, or some other dispute resolution procedure. In the event that the parties cannot agree upon the selection of a mediator within ten (10) days, either party may request the Presiding Judge of the Superior Court of Yavapai County to assign a mediator from a list of real estate experienced mediators maintained by Arizona Municipal Risk Retention Pool.

Other Provisions

The TOWN reserves the right to close the event if the health and safety of the public is endangered.

The TOWN reserves the right to limit the number of participants allowed onto the site if the size of the crowd poses a threat to: 1) the public health and safety, 2) safety of the facility, or 3) the surrounding community, or if the event poses an inconvenience to other facility users.

The CLUB shall comply with proper and necessary arrangements for the serving of food, i.e. Yavapai County Health Codes, if serving of food is intended.

The TOWN reserves the right to limit activities using water due to drought conditions.

Severability

Should any part, term or provision of this Agreement be declared invalid, void or unenforceable, all remaining parts, terms and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.

IN WITNESS WHEREOF, the TOWN and CLUB have hereunto executed this document, effective the day and year herein above written.

Town of Clarkdale, Arizona

Clarkdale-Jerome Lions Club

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