



Staff Report

Agenda Item: **Reimbursement Agreement for Use of Town Facilities with Clarkdale Chamber of Commerce – Approval of a 2008-2009 Reimbursement Agreement for the use of Town Facilities by the Clarkdale Chamber of Commerce.**

Staff Contact: **Walt Good, Deputy Town Clerk**

Meeting Date: **July 22, 2008**

Background: **The Clarkdale Chamber of Commerce has contracted with the Town since 1995 to use the Town's facilities.**

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 Reimbursement Agreement for the Use of Town Facilities by the Clarkdale Chamber of Commerce.**

**Reimbursement Agreement for Use of Town Facilities
by the Clarkdale Chamber of Commerce**

Recitals

WHEREAS, the Clarkdale Chamber of Commerce provides public service events for the benefit of the citizens of the Town of Clarkdale; and

WHEREAS, the Clarkdale Chamber of Commerce supports economic development which benefits the citizens of the Town of Clarkdale.

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 Chamber of Commerce, hereinafter referred to as "CHAMBER".

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 CHAMBER to use the following town owned property for recreational or educational uses for the following terms:

Facility	Days	Event
Clark Memorial Clubhouse, Auditorium, Kitchen, and access to Kitchen	14 days per year	Made in Clarkdale – art show
Pool, Clark Memorial Clubhouse Kitchen	1 day per year	Pool Opening
Clark Memorial Clubhouse Ladies Lounge	2 days per year	Central Basin Regional Council (CBRC) Meetings
Town Park	As needed	Recreational events open to public and approved by TOWN
Clark Memorial Clubhouse Ladies Lounge, Men's Lounge	As needed	Economic Development events open to the public and approved by the TOWN
Family Fun Fest - Clarkdale Park Tenth and Main Street	1 day	Family Fun Fest

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 CHAMBER is defaced in any way as a result of the use by the CHAMBER, the TOWN has the right to immediately void this agreement.

Scheduling of Facilities

The CHAMBER 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 CHAMBER 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 CHAMBER 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 CHAMBER.

Use

The CHAMBER 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 CHAMBER covenants that no nuisance will be maintained upon the premises herein used. The CHAMBER 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 CHAMBER 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 by the Clarkdale Town Manager.
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 CHAMBER 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 CHAMBER 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 CHAMBER. 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 CHAMBER.
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.

Consideration

The CHAMBER 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.

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

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

Indemnity

The CHAMBER 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 CHAMBER, or any other person while in or on the demised premises, and the CHAMBER 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 CHAMBER 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 CHAMBER 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 the 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 of 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 CHAMBER 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 Lease 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 CHAMBER have hereunto executed this document, effective the day and year herein above written.

Town of Clarkdale, Arizona

Clarkdale Chamber of Commerce

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