

**Mayor**  
Lois Wynne  
**Mayor Pro Tem**  
Jeff Chedester  
**Council Members**  
Ray Madrigal  
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**Parks and Recreation  
Department**  
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## Staff Report

ITEM 4-4

**To:** Lemoore City Council

**From:** Joe Simonson, Parks and Recreation Director

**Date:** February 20, 2015                      **Meeting Date:** March 3, 2015

**Subject:** Joint Use Agreement with the Lemoore Police Athletic League

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### Discussion:

During the February 10, 2015 Parks and Recreation meeting, Chief Darrell Smith presented information to the Commissioners on the development of a Lemoore Police Athletic League (PAL) and the possibility of using a 1934 square foot multipurpose room in the Recreation Center to house the program. After many questions from the Commissioners concerning hours of operation, space and growth, the attached Joint Use Agreement was developed. Police Chief Smith has reviewed and is in agreement with the proposed document.

The Parks and Recreation Commission unanimously endorses the creation of a Lemoore Police Athletic League to occupy a multipurpose room currently being leased by Crossfit. To accommodate Lemoore PAL, a new multipurpose room will need to be constructed.

### Budget Impact:

\$63,558 in construction cost would come from the Facilities Infrastructure Fund, Fund 75, which currently has a balance of \$438,940.

### Recommendation:

That the City Council, by motion, approve funding of \$63,558 from the Facilities Infrastructure Fund, Fund 75, to construct a new multipurpose room at the Recreation Center and authorize the City Manager to execute of the Joint Use Agreement between the City of Lemoore and the Lemoore Police Athletic League.

**JOINT USE AGREEMENT BETWEEN  
THE CITY OF LEMOORE  
AND THE  
LEMOORE POLICE ATHLETIC LEAGUE**

**THIS AGREEMENT** is made as of the Executed Date set forth below by and between the CITY OF LEMOORE (hereinafter “City”), and LEMOORE POLICE ATHLETIC LEAGUE, a 501c3 nonprofit (hereinafter “PAL”), for joint use of a multipurpose room inside the Lemoore Recreation Center located at 721 W. Cinnamon Drive.

**WITNESSETH**

**WHEREAS**, PAL will be located at the Lemoore Recreation Center and use a 1934 square foot room located in the southwest corner, and

**WHEREAS**, the purpose of this Joint Use Agreement is to set forth the specific terms as to the use of the space designated for PAL in the Recreation Center; and

**NOW, THEREFORE, IT IS HERBEY AGREED** by and between the City and PAL in consideration and all representatives for both parties, as follows:

**ARTICLE I**

Designated Area

Section 1.01. Location. Subject to the terms and conditions hereinafter set forth, City hereby rents to PAL and PAL rents from City a 1934 square foot conditioned multipurpose room located in the southwest corner of the Recreation Center, (hereinafter called “multipurpose room”).

**ARTICLE II**

**OCCUPANCY, TERM AND RENT**

Section 2.01 Occupancy. PAL will begin to occupy the multipurpose room when the current occupant is relocated.

Section 2.02. Term. The term of this rental agreement shall commence as of the day and year signed by both parties (hereinafter, the “Effective Date”), and shall end on the earlier of December 31, 2035 or the date this agreement is earlier terminated in accordance with the terms hereof or upon occurrence of the Event of Default by PAL under Article VI of this agreement.

Section 2.03 Rent. The rent shall be \$1.00 per year payable annually in advance on the date hereof and yearly thereafter.

**ARTICLE III**

**USE OF PREMISES, ADDITIONAL COVENANTS**

Section 3.01 Use of Premises. This agreement is designed to accommodate PAL, but shall not be limited to that sole usage. PAL shall use the multipurpose room for all PAL

sponsored activities. The City reserves the right for use of the room, when not being utilized by PAL, for City sponsored activities with the consent of the Chief of Police.

Section 3.02            Other Areas. Request for use of other areas outside of the multipurpose room (ex: basketball courts, indoor soccer field), but inside the Recreation Center, may be made to the Parks and Recreation Director. No use of areas outside of the multipurpose room can take place until approved by the Director and scheduled through the Recreation Department.

Section 3.03            Non Operational Hours. In the event that PAL will be using the multipurpose room during non operational hours, which include all day Saturday and Sunday, and before 7:00am and after 8:30pm Monday thru Friday, PAL will be responsible for the security of the building which includes, but is not limited to, turning off all lights, making sure everyone has left the premises and securing all doors leading in and out of the building. There are some major events that will restrict or prohibit access to the facility on some limited days of the year.

#### ARTICLE IV MAINTENANCE AND UPKEEP

Section 4.01            Utilities. The City will pay all utilities pertaining to the multipurpose room. PAL, in their part, agree to use every measure possible to conserve on utility costs (ex: lights and air conditioning). The City will pay for all maintenance on existing air conditioning and provide replacement bulbs for light fixtures. Utilities does not include internet access.

Section 4.02            Janitorial. The City will not provide any janitorial services pertaining to the multipurpose room (room would be cleaned by the City if room is utilized for a City sponsored event). No cleaning products or manpower will be provided.

Section 4.03            Damages. PAL will accept financial responsibility for any damage to the multipurpose room which occurs during PAL sponsored activities. PAL may use a subcontractor approved by the Parks and Recreation Director to repair damages or request repairs to be made by the City billable to PAL.

Section 4.04            Structural Modifications. No structural modifications may be made to the building without the permission of the City. If approved, all expenses would be incurred by PAL.

#### ARTICLE V SUPERVISION AND MISCONDUCT

Section 5.01            Supervision. All youth participating in the PAL program must have adult supervision at all times by authorized PAL personnel. A list of volunteers and paid PAL staff members shall be provided to the Recreation Department.

Section 5.02            Misconduct. In the event of misconduct that is deemed unsafe to ones self or other community members utilizing the Recreation Center, a PAL participant or staff member may be asked to leave the facility, as is the case for anyone using the facility. If there is

a second occurrence of the same severity, the decision to let the participant return will be made by the Parks and Recreation Commission.

ARTICLE VI  
EVENTS OF DEFAULT

Section 6.01. Events of Default Defined. The following shall be “Events of Default” under this agreement and the terms “Events of Default” and “Default” shall mean, whenever they are used in this agreement any one or more of the following:

- a. Failure by PAL to pay any rental payment or damage payment required at the time specified herein and the continuation of said failure for a period of thirty (30) business days after written notice given by City that the payment referred to in such notice has not been received.
- b. Loss of nonprofit (501c3) status by PAL.
- c. PAL finds a facility or multiuse room more suitable for their program during the term of this contract.

Section 6.02 PAL Program Capacity. In the event that PAL outgrows the maximum capacity for the multipurpose room of 38 people (calculated without equipment or furniture in the room by the Fire Marshall), PAL agrees to relocate to a new facility and return use of the multipurpose room to the Lemoore Recreation Center. (If such case arises, City will work with other entities in the community to help establish a new location for PAL)

IN WITNESS WHEREOF, the Parties have executed this JOINT USE AGREEMENT BETWEEN THE CITY OF LEMOORE and THE LEMOORE POLICE ATHLETIC LEAGUE to be executed on the day and year written below.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

CITY OF LEMOORE

LEMOORE POLICE ATHLETIC LEAGUE

By: \_\_\_\_\_

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Mary J. Venegas, City Clerk