



City of Sierra Madre Agenda Report

John Capoccia, Mayor
Gene Goss, Mayor Pro Tem
Rachelle Arizmendi, Councilmember
Denise Delmar, Councilmember
John Harabedian, Councilmember

Nancy Shollenberger City Clerk
Richard Mays, City Treasurer

TO: Honorable Mayor and Members of the City Council

FROM: Elaine I. Aguilar, City Manager *ea*

INITIATED BY: Dani Cullens, Community Services Manager *DC*

REVIEWED BY: Elisa C. Cox, Assistant City Manager *EC*

DATE: January 26, 2016

SUBJECT: **Approval of the Lease Agreement with the YMCA**

SUMMARY

Staff has negotiated a Lease Agreement with the Pasadena YMCA to operate and lease the Sierra Madre Community Recreation Center. At the October 29, 2015 Community Services Commission meeting, the Commission recommended sending the agreement, with minor alterations, to the City Council for approval.

ANALYSIS

The City has had a partnership with the Pasadena YMCA for the past 10 years. In July of 2004 the City entered a five-year lease agreement to operate an after-school and summer program at the Community Recreation Center. During this time the YMCA established themselves at the Center and were well received by the community. In September of 2010 the City renewed the agreement for another five years, expiring September 30, 2015. In 2012, the City and the YMCA entered into a secondary contract for the YMCA to operate the YAC, which also expired on September 30, 2015. On April 28, 2015, the City Council approved an addendum to the lease agreement with the YMCA to expand programming at the Recreation Center to include enrichment classes. Since October 1, 2015, the YMCA has been running the same programs on a month-to-month basis until a new lease agreement, incorporating the three previous agreements, is finalized and approved.

The terms of the proposed lease state that the YMCA will take over operating expenses for the Sierra Madre Community Recreation Center. This includes: water, gas and electricity, pest control, maintenance contract, staffing and other defined expenses in the professional services agreement. In addition YMCA has agreed to a \$2,500 month lease for the first twelve months, increasing to \$3,000 per month beginning February 1, 2017. The annual revenue generated by the terms of the lease is \$30,000 the first year, increasing to \$36,000 a year thereafter.

The lease agreement allows the YMCA to utilize the entire Community Recreation Center, including the Fireside Room, Youth Activity Center, Office Space, Sierra Madre Room and all open areas, excluding the old director's office which is currently leased to Waterworks Aquatics. The City will maintain responsibility for rentals of the Sierra Madre Room and will work with the YMCA to keep them apprised of all upcoming rentals. In addition, per the terms and conditions of the lease agreement, the City reserves the right to use the facility for any City approved event or rental with two-week's notice, or as needed for emergencies.

The YMCA will be responsible for equipment maintenance and replacement. Any piece of equipment that has been replaced by the YMCA will become property of the City at the end of the lease. The "lift", otherwise referred to as an elevator, will continue to be maintained by the City.

The YMCA will continue to provide daycare programming, teen programming, fitness and lifestyle classes, Friday programming at Kersting Court and Summer Adult Softball. The YMCA will be the sole provider of recreation and enrichment programs within the Sierra Madre Community Recreation Center and will work with the City to ensure no direct competition is occurring.

The length of the agreement is for an initial three-year period. After the first three years, the City and YMCA have the opportunity to extend services for a three-year period or to end the partnership. The YMCA would prefer to enter a longer-term agreement than three years in order to provide more capital investment in the facility, but, the Community Services Commission asked to limit the agreement to three years.

The YMCA has requested that the City Council consider a five year lease with a five year extension instead of the three year terms, and if the Council is agreeable, the YMCA will make the following technology upgrades and donate the following equipment to the City at the end of the five year lease:

- Cardio Equipment
 - Five (5) Precor Cross Trainer's
 - Three (3) Precor Treadmill's
- Strength Training Equipment
 - Life Fitness Signature Leg Press Machine
 - Life Fitness Signature Seated Leg Extension Machine
 - Life Fitness Signature Fixed Lateral Pull Machine
 - Life Fitness Signature Seated Row Machine
 - Life Fitness Signature Lateral Shoulder Press Machine
 - Life Fitness Signature Shoulder Press Machine
 - Life Fitness Signature Chest Press Machine
 - Life Fitness Signature Chest Fly Machine
 - Life Fitness Signature Tricep Press Machine
 - Life Fitness Signature Back Extension Machine

- Life Fitness Signature Abdominal Machine
- Life Fitness Signature Mult Cable Machine
- Life Fitness Pro2 Series Seated Leg Press Machine
- Life Fitness Pro2 Series Chest Fly Machine
- Life Fitness Pro2 Series Bicep Curl Machine
- Life Fitness Pro2 Series Tricep Extension Machine
- Life Fitness Pro2 Series Back Extension Machine
- Life Fitness Pro2 Series Abdominal Machine
- Technology Upgrades
 - Data Cabling
 - Patch Panel
 - Racks
 - New Internet Connection
 - Router/Firewall
 - MFP
 - UPS-Phone
 - UPS-Network
 - Wi-Fi Circuit
 - Data Switches

Staff is not sure that the City would want to take on the exercise equipment after the five (or ten) year period and any liability that may or may not accompany the equipment. Providing this type of physical fitness programming has not been something the City has ever provided; however there are cities that do provide this type of service. Furthermore, the lease agreement stipulates that any upgrades that the YMCA makes to the infrastructure of the Community Recreation Center become the property of the City; therefore if the YMCA makes the above technology upgrades, some the upgrades will become property of the City by the nature of the agreement regardless of the length of the agreement.

FINANCIAL OVERVIEW

The City will receive \$2,500 per month for the first 12 months from the YMCA and \$3,000 each month thereafter. In addition, the City will no longer provide \$15,000 to the YMCA for the Youth Activity Center programming, nor will the City receive 25% from the contract classes offered by the YMCA.

PUBLIC NOTICE PROCESS

This item has been noticed through the regular agenda notification process. Copies of this report are available at the City Hall and online at www.cityofsierramadre.com.

ALTERNATIVES

1. The Sierra Madre City Council may approve of the YMCA Lease Agreement for the Sierra Madre Community Recreation Center.

2. The Sierra Madre City Council may recommend amendments to the YMCA Lease Agreement for the Sierra Madre Community Recreation Center.
3. The Sierra Madre City Council may deny the YMCA Lease Agreement for the Sierra Madre Community Recreation Center.
4. The Sierra Madre City Council may request additional information from staff on the aforementioned items.

STAFF RECOMMENDATION

Staff recommends the City Council recommend approval of the Lease Agreement with the YMCA for the Sierra Madre Community Recreation Center.

Attachment (1):

1. YMCA Lease Agreement for the Sierra Madre Community Recreation Center
2. Exhibit "A"
3. Inventory List

Sierra Madre Community Recreation Center Lease Agreement

This Lease Agreement (this "Agreement") is made effective as of February 1, 2016 by and between the LESSOR and LESSEE described and defined below:

1. BASIC PROVISIONS

- 1.1 LESSOR: City of Sierra Madre ("LESSOR" or "CITY")
- 1.2 LESSEE: YMCA of Metropolitan Los Angeles, Pasadena Family Branch ("LESSEE") a non-profit corporation
- 1.3 LEASE LOCATION: Sierra Madre Community Recreation Center, 611 E. Sierra Madre Blvd. Sierra Madre, California.
- 1.4 LEASED PREMISES: The Parties agree that LESSEE shall have exclusive use of the Sierra Madre Community Recreation Center which includes the Fireside Room, Youth Activity Center (YAC), Office Space, Sierra Madre Room, and the open space within FACILITIES including foyer and patio area. LESSEE will be able to use the facilities 24 hours a day, 7 days a week, unless otherwise reserved for City purposes.
- 1.5 TERM: Commencement Date: February 1, 2016
Termination Date: January 31, 2019
- 1.6 LEASE PAYMENTS: Beginning February 1, 2016, LESSEE shall pay to LESSOR \$2,500 per month as rent for the first twelve months. LESSEE shall pay to LESSOR \$3,000 per month beginning February 1, 2017. LESSEE shall be responsible for payment for all utilities related to FACILITIES.
- 1.7 NOTICE: Notice for all communications pursuant to this agreement shall be given in writing to the respective Parties at the following addresses, e-mails or facsimile:

LESSOR'S ADDRESS: 232 W. Sierra Madre Blvd.
Sierra Madre, CA 91024
Email: Ecox@cityofsierramadre.com
Phone: (626) 355-7135
Facsimile: (626) 355-2251

LESSEE'S ADDRESS: 625 S. New Hampshire
Los Angeles, CA 90005
Email: bethmacaller@ymcala.org
Phone: (213) 351-2201
Facsimile: (213) 251-9720
- 1.8 SCOPE OF SERVICES: Services shall be provided as outlined in the Attached Exhibit "A" "YMCA Conditions to Lease and Operate Sierra Madre Community Recreation Center".

2. LEASE DEFINITION

- 2.1 GRANT OF LEASE: LESSOR hereby grants to LESSEE, an exclusive Lease to utilize the Leased Premises for the purpose described above for the Term of this Agreement. The Lease Area shall be delivered and made available to LESSEE on the Commencement Date. The CITY shall continue to operate its maintenance

through January 31, 2016. Maintenance will be turned over to the LESSEE on February 1, 2016.

- 2.2 CITY UTILIZATION: The LESSEE agrees that the CITY reserves the right to use FACILITIES for any CITY event, for CITY facility rentals, or as needed for emergencies. CITY shall endeavor to provide at least 30 days prior written notice of LESSEE of the dates and time for CITY's use of FACILITIES, unless in case of an emergency with the activation of the CITY's Emergency Operations Center (EOC). In the case of an emergency and the activation of the EOC, the City may enter the building with or without notice to set up operations in conjunction with the EOC. If possible, the City will alert the LESSEE in person, by telephone or email.

3. TERM

The Term of this Agreement is thirty six months. The Agreement will commence on the Commencement Date and expire on the Termination Date, as set forth in paragraph 1.5.

4. EXTENSION OF AGREEMENT

This Agreement may be renewed or extended at CITY's sole discretion for an additional three year term pursuant to the following process:

- 3.1 LESSEE may seek an extension of this Agreement by submitting on or before September 1, 2019 of the year it is otherwise set for termination, a letter of intent requesting extension.
- 3.2 On or before November 1, 2019, the CITY shall respond in writing to LESSEE setting forth its decision.
- 3.3 In the event LESSEE holds over beyond the Term herein provided with the express consent of the City, such holding over shall be from month-to-month with a 10% increase automatically added to each month. Such holding over shall not be construed as a renewal of this Lease.

5. OPERATING RESONSIBILITIES

- 5.1 COMPLIANCE WITH LAWS: During the Term, LESSEE shall comply, at its own cost and expense, with: all applicable laws, ordinances, codes, rules, regulations, orders, and other lawful requirements of the governmental bodies having jurisdiction, which are applicable to, or by reason of, LESSEE's particular use of the FACILITIES.
- 5.2 COMPLIANCE WITH RULES AND REGULATIONS: LESSEE shall conform to and abide by the Public Parks & Recreation Centers Use Policy and all applicable rules and regulations of City.
- 5.3 SIGNS: LESSEE shall not post signs in the FACILITIES or improvements thereon, unless prior written approval therefore is obtained from the City and only in compliance with all local regulations and the Public Parks & Recreation Centers Use Policy.
- 5.4 MAINTENANCE: LESSEE shall keep the FACILITIES free and clear of trash, litter, graffiti, debris or other matter which is unsafe or unsightly.

5.4.1 LESSEE shall provide CITY with a monthly maintenance plan for FACILITIES.

5.4.2 LESSEE will provide pest/rodent control services on a monthly basis and will ensure compliance with local and state regulations.

5.4.3 CITY will continue to provide maintenance for adjacent outdoor landscaping areas, excluding any maintenance on outdoor patio.

5.4.4 LESSEE agrees that any improvement, repair or replacement done within FACILITIES will become property of the CITY and remain with FACILITIES upon termination of the Lease.

5.4.5 CITY will continue to provide maintenance of the "Lift", official name for what is otherwise known as the elevator.

5.4.6 CITY will be able to access and/or close the building for any needed repairs with 10 business days' notice.

5.5 SAFETY: LESSEE shall immediately notify CITY of any unsafe condition of the FACILITY, as well as any unsafe practices occurring thereon, whether under LESSEE's or a sublessee's operation. LESSEE shall cooperate fully with CITY in the investigation of any crime, injury or death occurring on the FACILITIES, including a prompt report thereof to the City Manager or designee.

5.6 NUISANCES AND ANNOYANCES: LESSEE shall not use or permit the use of FACILITIES for any purpose which would constitute a nuisance or unreasonable annoyance to adjacent properties, including, without limitation, live, recorded or broadcast entertainment or the use of loudspeakers or sound or light apparatus other than as may be required by law or necessary or advisable for safety purposes.

5.7 ADVERTISING AND PROMOTIONAL MATERIALS: LESSEE may distribute or cause to be distributed any advertising, or promotional materials regarding its use of or operation on FACILITIES; copies of all advertising or promotional materials must be provided to the CITY prior to distribution.

6. LEASE PAYMENTS, TAXES AND FEES

LESSEE agrees to pay to LESSOR, without demand, deduction or setoff, the rent as set forth in Paragraph 1.6, in advance, by the fifth calendar day of each month during the Term of this Agreement. LESSEE is also responsible for any taxes, fees, and assessments including permits, profits, sales or use taxes associated with LESSEE's use of the Lease Area.

7. LESSEE RESPONSIBLE FOR UTILITIES

LESSEE shall contract for and pay utility bills for telecommunications, cable television, water, gas, electric service, and any other utilities that are related to the operation of the FACILITIES.

8. INSURANCE

During the term of this Agreement, LESSEE shall, at its sole cost and expense, maintain the following insurance through companies rated no less than A: IX under Best's most recent rating guide:

- 8.1 **LIABILITY INSURANCE:** Commercial General Liability Insurance covering LESSEE's operations, including the use of the FACILITIES by any sub-lessee, as set forth in this Agreement with a combined single limit of \$2,000,000 for bodily injury and property damage. CITY shall be named as an additional insured with a provision providing CITY with not less than ten (10) days prior written notice of policy cancellation. In addition, LESSEE shall provide CITY with an "Additional Insured Endorsement" signed by the company issuing the policy or an authorized representative who has the authority to bind the insurance company.
- 8.2 **WORKER'S COMPENSATION:** Worker's Compensation Insurance covering all employees of LESSEE.

Prior to the Commencement Date, LESSEE shall provide LESSOR with a valid enforceable certificate of insurance confirming the purchase of said insurance which insurance shall include an endorsement naming LESSOR and any other entity LESSOR may designate as an "additional insured".

9. **INDEMNITY**

LESSEE hereby agrees to defend, indemnify and hold harmless CITY, its City Council, officers, agents, volunteers and employees from any liability for property damage or for personal injury, including death, which may arise from LESSEE's use or any sublessee's use of FACILITIES, except to the extent arising from CITY's or its employees' or agents' gross negligence or willful misconduct. The parties agree that City, its officers, agents, employees and volunteers should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the CITY with the fullest protection possible under the law. The LESSEE acknowledges that CITY would not enter into this Agreement in the absence of LESSEE's commitment to indemnify and protect CITY as set forth herein. LESSEE fully assumes the risk of any and all loss, damage or theft of LESSEE's property located at the Leased Premises that arise out of its own neglect, or misconduct. This Section shall survive the termination of or withdrawal from this Agreement.

10. **DEFAULT AND REMEDIES**

- 10.1 **DEFAULT:** The occurrence of any one or more of the following shall be deemed a "Default" by LESSEE or LESSOR and a material breach of this Agreement:
- (a) **Nonpayment of Rent:** LESSEE's failure to pay within three (3) days of the date when due any Rent or to timely make any other monetary payment (including, but not limited to utilities) imposed under the terms of this Agreement.
 - (b) **Other Obligations:** Either Party's failure to perform any other obligation under this Agreement for 15 days after written notice from the non-defaulting party; however, if more than 15 days are reasonably required for cure, the defaulting Party shall not be in default hereunder if they shall promptly (and in any event within 15 days after receipt of notice except in case of emergency) commence the cure of the default and diligently prosecute the same to completion, so long as cure is substantially completed within 30 days after receipt of LESSOR notice.

- (c) Equipment: LESSEE's failure to notify LESSOR of any necessary repairs or improvements to be made to FACILITIES equipment and/or failure to rectify any major equipment problems within 5 business days after approval from LESSOR.

10.2 REMEDIES: In the event of a Default, LESSOR and LESSEE shall have the right to terminate this Agreement, and/or exercise any other remedies that LESSOR or LESSEE may have under this Agreement, or at law or in equity, by reason of the Default.

11. NOTICES

All notices, demands, request, payments or other communications made in connection with this Agreement (including any service of process) shall be in writing and delivered, via personal delivery, certified mail, postage prepaid, or nationally recognized overnight courier such as Federal Express, or by e-mail and/or facsimile to the addresses and contact information set forth in Paragraph 1.7. A notice so delivered shall be deemed given on the first date indicated on the receipt of the carrier that delivery has been made or delivered (or was attempted to be made or delivered) to the address of the intended recipient. It is the LESSEE's responsibility to notify LESSOR of any address changes. The foregoing method of service shall be exclusive, and LESSEE waives, to the fullest extent permitted under law, the right to any other method of service required by any statute or law now or hereafter in force.

12. NO WARRANTY ON CONDITION OF FACILITIES

By signing this Agreement, LESSEE shall be deemed to have inspected the Lease Area and accepted the Lease Area "as is" with no representation or warranty by LESSOR as to the condition of the Lease Area or the suitability of the FACILITIES for LESSEE's proposal use. As of the date of signature on this Agreement LESSOR is not aware of nor been informed of any dangerous conditions, defects or attractive nuisances in the Lease Area.

13. WAIVER OF RESPONSIBILITY

LESSOR shall not be liable for, and LESSEE waives, all claims for loss or damage to LESSEE's business or damage or injury to person or property sustained by LESSEE or any person claiming by, through or under LESSEE, resulting from any accident or occurrence in, on or about the Lease Area or any other part of the Leased Premises except for those claims that arise out of LESSOR's sole negligence, gross negligence or willful misconduct. To the maximum extent permitted by law, LESSEE agrees to use the Lease Area and to use such other portions of the Leased Premises as LESSEE is herein given the right to use, at LESSEE's discretion. LESSEE fully assumes the risk of any and all loss, damage or theft of LESSEE's property located at the Leased Premises that arise out of its own neglect, or misconduct.

14. WAIVER OF SUBROGATION

All insurance policies carried by either party shall expressly waive any right on the part of the insurer against the other party for damage to or destruction of the Lease Area or any other property resulting from the acts, omissions or negligence of such other party.

15. CONFIDENTIALITY

To the extent permitted by law, including without limitation the California Public Records Act, LESSOR agrees to maintain the confidentiality of all Proprietary Materials identified

by LESSEE. Except upon LESSEE's prior written consent, during the term of this Agreement and thereafter, LESSOR shall not release, disclose, disseminate, use, copy, exploit or take any such Proprietary Materials for LESSOR's own use or for the use of any other person or entity.

16. NONSOLICITATION

LESSOR agrees that from the termination of this lease and for a period of up to twenty four months following the termination of this lease that LESSOR shall not solicit any of LESSEE's employees, agents, customers, contractors, consultants, teachers, officers (which are valuable assets of LESSEE) for the purpose of engaging them to participate in any job, program, product, venture, partnership, consultancy, or business that in any way relates to LESSEE's business without LESSEE's express written consent.

17. CASUALTY OR CONDEMNATION

In the event any portion of the Leased Premises is damaged by fire or other casualty, or proceedings are initiated to take all or any portion of the Leased Premises by right of eminent domain, this Agreement shall terminate at the option of LESSOR or LESSEE. All condemnation awards and insurance proceeds shall be the exclusive property of LESSOR.

18. MISCELLANEOUS PROVISIONS

This Agreement may be modified only in writing by LESSOR and LESSEE. This Agreement is the only Agreement between the parties hereto. All prior negotiations, representations and agreements between the parties are merged herein. This Agreement shall be governed by the laws of the State of California. The substantially prevailing party in any action arising out of this agreement in any action, at law or in equity, to enforce the terms of this agreement shall be entitled to the reimbursement of its costs, litigation expenses and reasonable attorneys' fees from the losing party. If any provision in this Agreement is held by any court to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect. Waiver by LESSOR of any breach of any term, covenant or condition herein contained shall not be deemed a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained. Time is of the essence with this Agreement and with every term, covenant and condition hereof. This Agreement may be executed in counterparts.

CITY: City of Sierra Madre

Elaine I. Aguilar
City Manager

Date:_____

LESSEE: YMCA of Metropolitan Los Angeles, Pasadena Family Branch, a non-profit corporation

Alan Hostrup, CEO/President

Date:_____

EXHIBIT "A"

YMCA Conditions to Lease and Operate the Sierra Madre Community Recreation Center

The YMCA would like to combine the 3 current programs operated at the Sierra Madre recreation center into one agreement to manage the facility and programs.

The YMCA would like to enter into a 3 year contract, with the option to extend the contract at its conclusion, with the City of Sierra Madre to expand the services offered at the Sierra Madre Community Recreation Center to include, but not limited to, membership-based Healthy Lifestyles Classes (Group Exercise), as well as fee-based enrichment classes for the community.

Specific usage includes complete interior of the recreation center, The Sierra Madre Room, YAC, Fireside room, Office Space, and open foyer space. Also included is the gated back area for additional program space for Afterschool, Camp and Fitness programming.

Additionally the YMCA may utilize the park and playground area when it does not interfere with rentals or the community.

The YMCA would pay monthly rent to the city in the amount of \$2500/month for the first 12 months increasing to \$3000/month for remainder of the contract.

The first year discount is needed to help offset the additional cost the YMCA will be absorbing including the loss of the grant monies the City of Sierra Madre has been providing for the teen programs.

Existing Equipment Usage

- The YMCA may utilize equipment as identified in "Inventory List" and will maintain them in their current condition (normal wear and tear is expected). Any damaged or destroyed items will be reported to the City of Sierra Madre and replaced by the YMCA within 30 days, if requested by the City.
- The public art pieces located in the recreation center will remain in place.
- The YMCA will maintain the wired public address (PA) system in the YAC and will return it to the City of Sierra Madre at the end of the lease in the same condition as current..
- The projection TV may be replaced with newer technology and will remain property of the City of Sierra Madre. One TV will be mobile and available for group usage.
- The whiteboard cabinet will remain in place in the classroom for group usage
- The YMCA will return the City Computer and Computer components currently in the YAC.

Program Components

- Contract classes currently being offered inside the recreation center will have the opportunity to run under the YMCA with the instructor becoming a YMCA employee, pending eligibility as per YMCA policy with regards to background, reference checks and at-will employment status.

- All current rentals and reservations will be held as scheduled. Future reservations will continue to be made through the City of Sierra Madre.
 - The YMCA will provide seasonal calendars to the City of Sierra Madre and update the City as to additional usage a minimum of two weeks in advance.
 - The City of Sierra Madre will notify the YMCA of any bookings as they are booked.
 - The YMCA will make accommodations for community groups to utilize the facility for meeting, event preparation and other activities with a 2 week advance notice. If possible to accommodate groups on shorter notice every effort will be made.
- The YMCA will be the sole provider of recreation and enrichment programs inside of the Recreation Center and agrees not to directly compete with programs, classes or leagues that the City of Sierra Madre offers outside of the facility. (Example, the YMCA will not offer a parent child soccer program since the city is currently providing this service)
- The YMCA will continue to offer Adult Softball during the summer.

Utilities and Maintenance

- The YMCA would assume responsibility for the following utilities, provided they are metered separately from the pool facilities.
 - Electric
 - Water
 - Gas
 - Phone, Internet, TV, Video, Music
 - Additional trash service as needed
- The YMCA will provide professional janitorial services a minimum of 3x weekly and be responsible for interior maintenance of the facility including but not limited to:
 - Interior ceilings
 - Interior walls
 - Interior decorations
 - Floor coverings
 - Wall coverings
 - Entry and interior doors
 - Keys and locks – Keys will be immediately provided to the City if any changes are made and a master key must remain in the fire box.
 - Fire extinguishers and fire protection systems

- The YMCA will develop a maintenance plan to ensure the safety of the facility and provide the City of Sierra Madre with a copy of the plan. Inspection sheets will be stored on site and made available to the City of Sierra Madre.
- The YMCA will provide rodent control services to ensure the safety and compliance with local and state regulations.
- The City of Sierra Madre will provide maintenance, repair and annual inspections for the “Lift” in the facility.
- The City of Sierra Madre will continue to provide a dumpster for the facility and park usage.
- The City of Sierra Madre will be responsible for exterior maintenance of facility and park land.
 - The HVAC system is considered exterior maintenance and the City of Sierra Madre will be responsible for its maintenance.
- The YMCA will be permitted to add signage on premises identifying organization in compliance with all local regulations upon approval of Community Services Commission. No City signage may be removed without consent. The YMCA must restore the building to original condition upon termination of contract, reasonable wear and tear is expected.

Insurance

- The YMCA will maintain insurance and name the City of Sierra Madre as additionally insured in the following amounts for the life of the lease
 - Liability \$1,000,000 per occurrence - \$2,000,000 in aggregate
 - Casualty – Standard form policy
 - Workers Compensation & Employers’ Liability – As required by State of California with limits of not less than \$1,000,000 each accident
- Community Groups and other organizations that utilize the facility will be required to name the YMCA as additionally insured and provide a certificate to the YMCA prior to use when appropriate.

Community, City, and Outside Groups

1. The YMCA will allow the City of Sierra Madre to schedule function, meetings, and community service groups during anytime a room or the facility does not have a standing activity.
2. The YMCA will reschedule classes to accommodate City of Sierra Madre and community groups with a minimum of a 2 week notice up to twice a month. Current groups over the last 3 years will be accommodated for their normal activities.
3. The YMCA will not charge community service or city approved groups for use of the facility.

Programming

1. The YMCA has been receiving a grant of \$15,000 per year to help offset the cost of Teen programming. Beginning with the 2015/2016 school year the YMCA understands this grant will

not be renewed due to the YMCA managing the full facility, however the YMCA is committed to providing high quality teen programming for the entire community at an affordable price.

- Current Teen Programming includes the afterschool teen program, Youth and Government, Teen Enrichment classes and the Kersting Court Fridays will continue to be offered. Teen programs may evolve and change based on the interest and needs of the teen population.
- Kersting Court Fridays will be scheduled from 2:30-5:00pm with a calendar of activities provided to the City.

Commitments

1. Manage the Community Recreation Center at 611 E. Sierra Madre Blvd, Sierra Madre, CA, the lease will also include Sierra Madre Room, Office Space, Fireside Room, Youth Activity Center, and adjacent rooms to be utilized for membership based healthy living classes (Group Exercise), as well as fee-based enrichment classes for the community.
2. The YMCA will provide membership and fee-based services for the City of Sierra Madre and surrounding areas.
3. The YMCA will expand programming at the community center and outreach in the community.
4. The YMCA will adjust program offerings to accommodate current meeting and class schedules offered by the City.
5. The YMCA will provide monthly reports to the City outlining the use of the facility.
6. The City of Sierra Madre will promote the partnership and program opportunities with the residents of Sierra Madre.
7. The storage areas in the Sierra Madre Room will remain available as shared space for the City of Sierra Madre. This includes the large storage room for tables and chairs, as well as the smaller closet that holds the stage.
8. The Kitchen will remain available for group/community use.
9. The City will have a "Corporate Membership" with the YMCA which entails the following:
 - a. City employee's receive 10% off YMCA membership
 - b. City employee's do not pay a "joining fee"
 - c. City employee's must use their home branch at least 51% of the time

Inventory List

Lobby

2 Round Tables
1 Gray Table
2 Square Tables
1 Rectangle Table
4 Lobby Seats
1 Information Stand

Fireside Room

1 Office Chair
3 Folding Chairs
1 Red Chair
1 Refrigerator
1 Filing Cabinet
1 Office desk
8 Cubbies
1 White Table

Youth Activity Center

4 Long Tables
4 Gray Tables
7 Round Tables
4 Computer Tables
2 Trapezoid Tables
1 Table Stand
1 Pool Table
2 Air Hockey Tables
1 Ping Pong Table
1 Office Desk
29 Blue Chairs
7 Computer Chairs
2 Office Chairs
1 Filing Cabinet
1 Piano
3 Televisions
1 Microwave
2 Pots
2 Pans
1 Skillet
1 Blender

Public Art Pieces

2 Ladders

3 Tricycles

1 Hole Digger

1 Small Dolly

1 PA System

1 Receiver

1 Amplifier