

City of Blaine
Request for Council Action
Meeting Date: August 12, 2019

Subject: Transfer of facility rental coordination for the Senior Center and Pavilion from City staff to Senior Center staff.

Department: City Manager

Prepared By: _____
(Digital Signature)

Agenda Location: Consent Agenda Council Action Unfinished Business

Attachments:

1. Draft Amendment to the Senior Center lease agreement.
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Background/Summary:

When inquiring about the availability of the Senior Center or Pavilion, people often drive to (or call) the Senior Center to find out if certain dates and times are available to reserve. Senior Center staff will then inform them that they must call the City Clerk to find out if the space is available. The City Clerk will then review the Facility Rental calendar to ensure that it is open for the requested date and time. If it is open on the Facility Rental calendar, the City Clerk will then email the Senior Center Director to confirm the Senior Center program is not planning on using the space (especially if it is during their time of use). Once confirmation is received from the Senior Center Director, the City Clerk will inform the individual that there are no conflicts with their request. Payment will then be made to the City Cashier, and the City Clerk will inform the renter they have to coordinate with Senior Center staff for directions on how to get the keys to enter the buildings, general use of the facilities, and closing/locking up the buildings.

During this process, the City Clerk acts as the middleman. This is an extra layer of bureaucracy that inhibits the efficient rental of the facilities. This is due to the amount of time it takes to coordinate the reservation of these facilities.

While the Senior Center and Pavilion are heavily used, the amount of revenue from these rentals is generally non-existent due to the Senior Center program, the Blaine-Birch Bay Parks and Recreation District #2, and the Blaine Boys and Girls Club not paying any fees for the use of the facilities. Nearly every reservation made is from one of these organizations. The outcome of this is a situation where City staff allocates time towards coordinating rentals that have no direct financial gain to the City; only net loss if opportunity cost is factored in.

If approved, this amendment will not decrease the amount of use in the facilities, nor will it inhibit the community from renting these facilities.

This amendment has been presented to the Senior Center Board of Directors and they are comfortable with it. If Council approves, the City Manager will sign the amendment and it will go into effect on September 1, 2019.

The City will still be in charge of the long-term lease of the facilities. These include leases with the Senior Center, Boys and Girls Club, Blaine School District (for the parking lot), and Christ the King Church.

Budget Implications: Current Budget New Budget Request Non-Budgetary

Per the amendment, 90% of the revenue received from the rental of the Senior Center and Pavilion will be transferred to the Senior Center program since they will be coordinating the rentals. The City will retain 10% of the fees collected. To date, the City has collected \$850 in revenue from facility rental reservations for the Senior Center and Pavilion. In 2018 the City collected roughly \$1,500 in revenue from facility rental reservations for the Senior Center and Pavilion.

While this amendment would result in roughly \$1,500 less revenue each year to the City, the time saved by the City Clerk and other staff by not coordinating these rentals will result in higher productivity on more essential projects.

Recommendation:

Staff recommends City Council authorize the City Manager to sign the first amendment to the Senior Center lease agreement for the transfer of facility rental responsibilities.

Reviewed By:

City Manager _____ Finance Director _____ City Clerk _____
(Digital Signature) (Digital Signature) (Digital Signature)

2nd AMENDMENT TO BLAINE COMMUNITY CENTER/SENIOR ACTIVITY CENTER AGREEMENT AND LEASE

THIS AMENDMENT (“Amendment”) to Blaine Community Center/Senior Activity Center Agreement and Lease (“Agreement”) is entered into by and between the Blaine Senior Center program (“Senior Center”), and the City of Blaine, a Washington State municipal corporation (“City”).

WHEREAS, the parties have determined that a process needs to be employed for third parties (“Applicants”) to schedule events at the Senior Center building and the Pavilion (the “Buildings”).

NOW, THEREFORE, the parties agree as follows:

1. Term of Amendment.

- a) This Amendment shall commence on September 1, 2019, and will continue until the termination of the Agreement or when either party provides notice of termination, whichever is earlier. Either party may terminate this Amendment at any time for any reason upon sixty (60) days written notice. Termination of the Amendment shall have no effect on termination of the Agreement.

2. Facility Rental Responsibilities.

- a) Senior Center staff shall coordinate and schedule the use of the Buildings by third parties. Such tasks include receiving inquiries regarding the space of the Buildings, times and dates that the Buildings are available for rent, the rental charges, and the process for reserving the Buildings. The rental fees are located on the facility and open spaces rental form, as well as in the City’s Unified Fee Schedule.
- b) The Applicant will submit the completed facility rental application form to Senior Center staff for review and approval. After confirming that the Building is not being used by the Senior Center for the date/time requested by the Applicant, Senior Center staff will direct the Applicant to the City for payment.
- c) Upon receiving evidence of payment from the City, Senior Center staff will inform the Applicant that their facility reservation is complete, and they will instruct the Applicant on how to access and lock up the Buildings.

3. Compensation.

- a) As consideration for the Senior Center fulfilling the responsibilities set forth in Section 2, the City will pay to the Senior Center ninety percent (90%) of any funds received from any Building rentals processed pursuant to Section 2 above. The City will make such payments within 10 business days after June 30th and December 31st of each year.

4. Facility Rental Policy.

- a) The Senior Center agrees to adhere to the City's "Facilities and Open Spaces Rental Policy" (City Policy 2-13).
- b) This Amendment is limited to coordination of short-term rentals of the Buildings, which includes one-time events as well as ongoing reservations from the Senior Center program, Blaine-Birch Bay Parks and Recreation District #2, and the Blaine Boys and Girls Club. Other lease agreements are excluded from this Amendment and will continue to be managed by the City.

5. Indemnification.

To the extent permitted by law, the City shall indemnify and hold harmless the Senior Center and its officers, agents and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses and damages (collectively referred to as "Injuries") of any nature whatsoever, by reason of or arising out of any act or omission of the City, its officers, agents and employees, or any of them, in the good faith performance of this Amendment, except to the extent such Injuries are the result of the sole negligence of the Senior Center. In the event that any such suit based upon such claim, action, loss or damage is brought against the Senior Center, the City shall defend the same at its sole cost and expense; provided, that the Senior Center retains the right to participate in such suit if any principle of government or public laws are at issue. If final judgment be rendered against the Senior Center and its officers, agents and employees, or any of them, or jointly against the Senior Center and the City and their respective officers, agents and employees, or any of them, the City shall satisfy the same.

The Senior Center shall indemnify and hold harmless the City and its officers, agents and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses and damages (collectively referred to as "Injuries") of any nature whatsoever, by reason of or arising out of any act or omission of the Senior Center, its officers, agents and employees, or any of them, in the performance of this Amendment, except for the sole negligence of the City. In the event that any such suit based upon such claim, action, loss or damage is brought against the City, the Senior Center shall defend the same at its sole cost and expense; provided, that the City retains the right to participate in such suit if any principle of government or public laws are at issue. If final judgment be rendered against the City and its officers, agents and employees, or any of them, or jointly against the City and the Senior Center and their respective officers, agents and employees, or any of them, the Senior Center shall satisfy the same.

This Section shall survive the expiration of the Amendment.

6. Verbal Agreements.

This Amendment constitutes the mutual understanding of the City and the Senior Center in whole concerning the matters addressed herein. No alteration or variation of the terms of this Amendment, unless made in writing between the parties hereto, shall be binding.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT.

BLAINE SENIOR CENTER

CITY OF BLAINE

BY

Michael Jones

TITLE

Blaine City Manager
TITLE

DATE

DATE

Jon Sitkin, City Attorney

DATE