



Item No. 11 Town of Atherton

CITY COUNCIL STAFF REPORT – CONSENT AGENDA

**TO: HONORABLE MAYOR AND CITY COUNCIL
GEORGE RODERICKS, CITY MANAGER**

**FROM: THERESA DELLASANTA, CITY CLERK
STEVE TYLER, PUBLIC WORKS SUPERINTENDENT**

DATE: AUGUST 21, 2013

SUBJECT: APPROVAL OF CONTRACT FOR LACROSSE

RECOMMENDATION

Approve the separate Agreements between the Town of Atherton and Atherton Lacrosse and the Town of Atherton and Menlo-Atherton Lacrosse; direct the City Attorney to prepare the standard Agreements; and authorize the City Manager to execute the Agreements.

BACKGROUND

The Town has a “FACILITIES RENTALS AGREEMENT” contract with Menlo-Atherton Lacrosse and Atherton Lacrosse for field usage from July 1 through June 30. The specific area of field usage is limited to the main field at the Park. Both organizations have paid a security deposit of \$50 and a rental fee of \$2,000.

Both organizations are responsible for cleaning and leaving the premises in the same condition as it was upon their arrival. Any costs incurred for cleaning or repairs done by the Town are charged to the responsible organization. Staff recommends that both organizational contracts be renewed at the same rate. This item has been reviewed and approved by the Park & Recreation Commission on August 7.

For consistency, staff recommends that the current “Facility Rental Agreements” with the Lacrosse organizations be redrafted to the standard agreement similar to that between the Town and AYSO. The agreements will be reviewed for annually for renewal.

FISCAL IMPACT

The fees collected are recorded as General Fund Revenue but attributed to the Parks Division as revenue to the Park. Revenues are used to defer costs of park maintenance and improvements.

ATTACHMENT(S)

Original Facility Agreements



TOWN OF ATHERTON

Facility Rental Agreement

Complete and Return to:

Town of Atherton
83 Ashfield Road
Atherton, CA 94027
Attention – Jennifer J. Frew

Include the following:

Facility Rental Agreement
Proof of Insurance
Deposit check
Fee Check (separate from deposit)

Name of Organization/Applicant: **Atherton Lacrosse**
Contact Person: Neil Butterfield

Event: Lacrosse Camps

Phone No. (w) 702-250-1450 (h) _____ (c) _____

Address 400 Alabama Street – San Francisco, CA 94110
(Street Address) (City) (State) (Zip Code)

Date(s) Desired : Summer Camp Session 3: July 16 - 20, 2012
Summer Camp Session 4: July 30 - August 3, 2012
Summer Camp Session 5: August 6 - 10, 2012
Sunday April 14, 2013. 4pm-5pm (free clinic)
Sunday June 2, 2013. 4pm-5pm (free clinic)
Monday through Friday June 17-21, 2013. 9am-12noon (Summer Camp)

Hour(s): (See above)

Agreement in effect from: July 1, 2012– June 30, 2013

TERMS AND CONDITIONS: The undersigned hereby makes application to the Town of Atherton for use of the facilities (specific area: Field Area) at Holbrook-Palmer Park, and certifies that the information in the application is correct. The undersigned agrees to exercise the utmost care in the use of Holbrook-Palmer Park, the surrounding property, and to hold the Town, its officers, employees and agents, harmless from all damages, liabilities, injuries or losses to persons or property resulting from use of the facilities. The applicant agrees to adhere to all rules and regulations on this form and in the Town Ordinances. Any use not specified in this Agreement or in Exhibit A-1 is strictly prohibited.

The completed facility rental agreement with a **security deposit of \$250** are required before the premises may be reserved and used. A new application must be filed each fiscal year for reoccurring annual events. The fees to rent the facility will be \$2,000. Please make two separate checks payable to the Town of Atherton. Contracts expire each year on July 1.

All groups must leave the grounds in a clean and satisfactory condition. Any organization damaging or destroying Town property will be held responsible for repairs or replacement. In the event of damages or cleaning being required, applicant will accept the Town's estimate of the amount incurred.

The following are strictly forbidden: Use of candles and/or any type of open flame; and throwing rice or confetti materials in the building or on the grounds. **ALCOHOLIC BEVERAGES ARE NOT PERMITTED.**

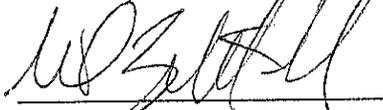
INSURANCE: During the full term of this agreement, the organization/applicant shall secure and maintain, at its sole expense, Commercial General Liability Insurance written on an occurrence basis with limits no less than one million dollars (\$1,000,000.00) combined single limit per occurrence and two million dollars (\$2,000,000.00) aggregate for personal injury, bodily injury and property damage. Coverage shall include, but not be limited to blanket contractual; products/completed operation; broad form property damage; explosion; collapse; and employer's liability.

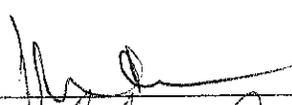
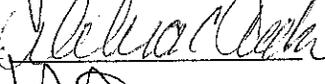
AUTOMOBILE LIABILITY: An automobile liability insurance policy in an amount not less than one million dollars (\$1,000,000.00) combined with single limit per accident for bodily injury and property damage. The organization/vendor shall furnish Town at the time agreement is signed and fees are paid for with a certificate of insurance evidencing the required insurance coverage.

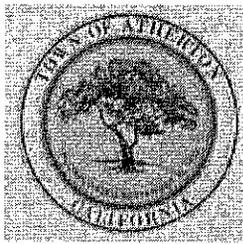
ORGANIZATION/APPLICANT SERVICES: The organization/vendor shall perform the services set forth in Exhibit A-1, (if applicable) attached hereto and incorporated herein by reference entitled "Services."

CLEANING PROCEDURES: The organization is responsible to clean and leave the premises in the same condition as when it arrived. All cleaning must be done immediately after the event. The cost of any cleaning or repairs required by the Town will be charged to the organization/applicant.

AFTER-HOURS EMERGENCY PROCEDURE: The Holbrook-Palmer Park facility is owned and maintained by the Town of Atherton. Should you require immediate assistance during your event, please contact the Public Works Superintendent at 650-576-1655. For any life threatening emergencies, please dial 911.

 NOEL BUTTERFIELD 1/12/12
 Applicant Signature/Printed Name Date

FOR OFFICIAL USE ONLY				
Approvals:				
City Manager	<u></u>	Date	<u>8/7/12</u>	Comments: _____
Finance Director	<u></u>	Date	<u>8/10/12</u>	Comments: _____
Town Attorney	<u></u>	Date	<u>8-10-12</u>	Comments: _____
Authorized to Refund: _____ Yes _____ No _____ Check # _____ Dated _____				
Initials _____ Date _____				



TOWN OF ATHERTON

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Name of Organization/Applicant **MENLO-ATHERTON YOUTH LACROSSE**

Contact Person **M.J. DAVEY**

Event **Lacrosse practices/camps for youth boys and girls**

Phone No. (w) _____ (h) _____ (c) **650-799-3600**

Address **PO Box 7642 Menlo Park, CA 94027**

Dates – **SEE ATTACHED SPREADSHEET**

Hour(s) **193.5**

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TOWN OF ATHERTON
Facility Rental Agreement
Page 2 of 2

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M. J. Davey M. J. Davey
Applicant Signature / Printed Name

7/2/2012
Date

FOR OFFICIAL USE ONLY				
Approvals:				
City Manager	<u>[Signature]</u>	Date	<u>8/7/12</u>	Comments: _____
Finance Director	<u>[Signature]</u>	Date	<u>8/10/12</u>	Comments: _____
Town Attorney	<u>[Signature]</u>	Date	<u>8-10-12</u>	Comments: _____
Authorized to Refund:	_____ Yes	_____ No	Check # _____	Dated _____
	Initials _____		Date _____	

Menlo Atherton Youth Lacrosse
Field Space Holbrook Palmer Park

Months	Days	time	Dates	# of kids	amount of space	Total Hrs
July	2012 Tuesday	6:30 - 8:00pm	July 3,10,17,24,31	24	60 x 110 yards	7.5
August	2012 Tuesday	6:30 - 8:00pm	Aug 7,14,21	24	60 x 110 yards	4.5
September	2012 Sunday	1:00 - 5:00	Sept 16 & 23, 30	24	60 x 110 yards	12
	2012 Tuesday	3:15 - 4:30	Sept 18,25			2
October	2012 Sunday	1:00 - 5:00	Oct 7,14,21,28	24	60 x 110 yards	16
	2012 Tuesday	3:15 - 4:30	"Oct 2,9,16,23,30			5
November	2012 Sunday	1:00 - 5:00	Nov 4,11	24	60 x 110 yards	8
	2012 Tuesday	3:15 - 4:30	"Nov 6,13			2
December	2012 none				60 x 110 yards	0
January	2013 none				60 x 110 yards	0
February	2013 M, T, W, Th, Fr	3:45 - 5:00	Feb 1 - Feb 28	24	60 x 110 yards	18.5
March	2013 M, T, W, Th, Fr	4:00 - 5:45	March 1 - March 31	24	60 x 110 yards	28
April	2013 M, T, W, Th, Fr	4:15 - 6:30	April 1 - April 30	24	60 x 110 yards	36
May	2013 M, T, W, Th, Fr	4:15 - 6:30	May 1 - May 30	24	60 x 110 yards	36
June	2013 M, T, W, Th, Fr	4:15 - 6:30	June 1 - 15	24	60 x 110 yards	18
						193.5