Staff Summary Report

Tempe

To: Mayor & City Council
Through: City Manager

Agenda Item Number 31
Meeting Date 11/01/01

SUBJECT: **Lease with City of Tempe Community Services**

PREPARED BY: Judy Tapscott, Deputy Manager Community Services, Social Services (350-5432)

REVIEWED BY: Tom Canasi, Community Services Manager, (350-5305)

BRIEF: This is the first public hearing authorizing a property lease with Tempe Community Action Agency for space in the Escalante Multigenerational Center.

COMMENTS: **COMMUNITY SERVICES ADMIN (0701-01) ORDINANCE NO. 2001.35.** First public hearing authorizing the City of Tempe to lease office and program space to the Tempe Community Action Agency in the Escalante Multigenerational Center.

Document Name: (20011101csjt03) Supporting Documents: Yes

SUMMARY: The term of this lease shall expire on June 30, 2011, and may be extended for one (1) additional term of ten (10) years with the first extension expiring June 30, 2021. Certificate of Insurance will be requested upon renewal of lease.

FISCAL NOTE: Lessees shall pay to Lessor as rent for the leased premises the sum of ONE DOLLAR ($1) per year.

RECOMMENDATION: Approve lease for Tempe Community Action Agency to provide social services at the Escalante Multigenerational Center.

ORDINANCE NO. 2001.35

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, APPROVING THE LEASE AGREEMENT WITH TEMPE COMMUNITY ACTION AGENCY, INC. FOR SPACE LOCATED AT THE ESCALANTE COMMUNITY CENTER, 2150 EAST ORANGE STREET.

WHEREAS, Section 2.11(g), Tempe City Charter, requires an ordinance to convey, lease or authorize the conveyance or lease of any lands of the City of Tempe, and

WHEREAS, it is in the best interest of the City of Tempe to lease said premises for the enhancement of the community and the promotion of the health, education and welfare of the citizens of the City of Tempe.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, as follows:

That the Lease Agreement with Tempe Community Action Agency, Inc. for space located at the Escalante Community Center, 2150 East Orange Street presented to the City Council is hereby authorized, approved and ratified. Further, the Mayor of the City of Tempe is authorized to execute said Lease Agreement, a copy of which is on file in the office of the City Clerk.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, this ___day of _____, 2001.

_____
MAYOR

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

LEASE

THIS LEASE made and entered into this_____day of _____, 2001, by and between the City of Tempe (City), Arizona, a municipal corporation, hereinafter referred to as City, and Tempe Community Action Agency, Inc. (TCAA), a non-profit community action agency, hereinafter called TCAA. TCAA promotes health and human services in Tempe and the surrounding area.

WITNESSETH

1. Leased Premises. City hereby leases to TCAA, and TCAA hereby leases from City, certain interior and exterior space at the Escalante Community Center, a property located at 2150 E. Orange Street, Tempe, Arizona 85281. The space that is leased hereby is identified on the site map attached hereto as Exhibit "A", which shall be defined as "Leased Premises".

2. Term. The term of this lease shall expire on June 30, 2011. Provided that TCAA is not in default hereunder and has performed in a manner reasonably satisfactory to the City, TCAA by written notice to the City six (6) months prior to the expiration date hereof and upon written approval of the City, this lease may be extended for one (1) term of ten (10) years with the extension expiring on June 30, 2021. Any such extension may be granted upon the terms and conditions which are substantially similar to the terms and conditions hereof and mutually agreeable to the parties hereto. The Community Services Director is authorized to execute such extension upon the advice and consent of City Council which consent must be given in a public meeting but will not require a formal vote or amendment of the ordinance approving this lease. Should TCAA hold over beyond any express term provided by this agreement with the consent, express or implied, of City, such holding shall be for month-to-month only, subject to the terms, conditions and payments required by this agreement, and shall not be considered a renewal of this Lease for any other term.

3. Rent. TCAA shall pay to City as rent for the leased Premises the sum of ONE DOLLAR ($1) per year. The first payment shall be payable in advance on the first day of the term of this Lease, and subsequent payments shall be payable in advance on the same day of each consecutive month thereafter during the term of this Lease. The rent shall be paid without notice, demand, deduction or any set-off whatsoever, to the City of Tempe, Community Services, Social Services, 3500 S. Rural Road, Tempe, Arizona, 85282, or to any other place designated by City in writing.

4. Additional Consideration and Use. TCAA shall use the Leased Premises only for the purpose of providing a central office and program space to promote health and human services in Tempe and the surrounding area pursuant to and in conformity with the rules, regulations and by-laws of the Tempe Community Action Agency. TCAA conducting these programs while maintaining its non-profit status is important to Tempe and constitutes additional consideration for this lease agreement. The Leased Premises shall not be used for any purposes in violation of any zoning or other law(s) or of any regulation of any governmental body having jurisdiction over the Leased Premises. TCAA agrees to abide by all City of Tempe Community Services and Escalante Community Center policies, rules and guidelines in using the building. See attached Exhibits "B" , "C" and City Code -- Chapter 23.

5. Scheduling of Space. City shall assign TCAA office and program space in the building as indicated in Exhibit "A". Program space assigned to TCAA may be scheduled for other uses when not being used by TCAA. In addition, TCAA may request other interior and exterior programming space on a scheduled basis from the City. TCAA shall submit any request for programming space to the Escalante Community Center Supervisor or designee within the scheduling policy time frame designated by the City. The City may not unreasonably withhold consent for additional interior or exterior space. See attached Exhibits "B" and "C".

6. Utilities. City shall pay all utility charges including water, sewer, refuse, electric, gas and local telephone. TCAA shall pay all long distance telephone charges incurred by TCAA.

7. Insurance.

(a) During the term of this Lease, TCAA at TCAA's expense shall procure and maintain insurance against claims for injury to persons, wrongful death, and damages to property occurring upon, in or about the Leased Premises which may arise from or in connection with leasing the premises hereunder by TCAA, his agents, representatives, employees, or subcontractors.

(b) Such insurance will be obtained and evidence thereof delivered to City prior to any occupancy of the Leased Premises by TCAA or upon the commencement of the Lease term, whichever shall first occur, and TCAA shall pay the renewal premiums on such insurance not less than ten (10) days prior to expiration of such insurance and shall deliver evidence of such renewal to City.

(c) TCAA shall maintain limits no less than:

(1) Commercial General Liability: $1,000,000 combined single limit per occurrence for bodily injury and property damage, including coverages for contractual liability (including defense expense coverage for additional insureds), personal injury, broad form property damage, products and completed operations and include Excess Liability Umbrella of $5,000,000. The general aggregate limit shall apply separately to this project/location or the general aggregate shall be twice the required occurrence limit.

(2) Workers' Compensation and Employers Liability: Workers' Compensation and Employers Liability statutory limits as required by the State of Arizona.

(3) Property Insurance: Property Insurance against all risks of loss to any tenant improvement or betterments with full replacement cost with no coinsurance penalty provision.

(d) The policy or policies as required above shall name the City as an additional insured, shall state that this insurance is primary to the City of Tempe's self insurance retention and shall require that the City receive a minimum of thirty (30) days notice prior to cancellation. A certificate or certificates of insurance evidencing coverage in compliance with the terms of this Lease shall be delivered prior to the beginning date of each term.

(e) TCAA shall not commit or permit any acts or failure to act in or about the Leased Premises which may in any way impair or invalidate such policy or policies of insurance for the building. TCAA shall cooperate with City in connection with the collection of any insurance monies that may be due in the event of loss and shall execute and deliver to City such proofs of loss and other instruments as may be required for the purpose of facilitating the recovery of any such insurance monies that may be due in the event of loss and shall execute and deliver to City such proofs of loss and other instrument.

(f) TCAA shall be responsible for obtaining any fire, flood, or extended coverage insurance for personal property improvements of TCAA and for all goods, commodities and materials stored by TCAA in, on or about the Leased Premises.

(g) If the Leased Premises are wholly or partially destroyed by fire or other casualty insured against by City, TCAA shall give immediate notice thereof in writing to City, and shall fully cooperate with City in filing all necessary proofs of claim with insurance companies. The proceeds of such insurance applicable to the Leased Premises shall be paid to City, and City shall rebuild, repair or restore the Leased Premises to their condition at the time immediately preceding the loss or damage; provided, however, that City may elect to retain such insurance proceeds other than proceeds relating to the TCAA's personal property and shall not be required to rebuild, repair or restore the Leased Premises. This lease shall be terminated if such damage or destruction occurs within the last twelve (12) months of the term of this lease, or if more than one-third (1/3) of the Leased Premises is damaged or destroyed. In the event of total destruction of the Leased Premises, the rent shall abate

during the period of rebuilding, repair or restoration by City or in the event of partial destruction of the Leased Premises, the rent shall abate pro rate based upon the portion of the Leased Premises rendered unusable during the period if rebuilding, repair, or restoration by City.

(h) Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officials, employees, and volunteers, or the lessee shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

(i) Insurance Provisions. The policies are to contain, or be endorsed to contain, the following provisions:

(1) Commercial General Liability Coverage

a. The City, its officials, employees, and volunteers are to be covered as additional insureds as respects: liability arising out of ownership, maintenance, or use of that part of the premises leased to the TCAA.

b. TCAA's insurance coverage shall be primary as respects the City, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees, or volunteers shall be excess of TCAA's insurance and shall not contribute with it.

c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, employees, or volunteers.

(2) Workers' Compensation and Employers Liability Coverage

a. The insurer shall agree to waive all rights of subrogation against the City, its officials, employees and volunteers for losses arising from work performed by TCAA.

(3) All Coverages

a. Each insurance policy required by this contract shall be endorsed to state the coverage shall not be suspended, voided, and/or cancelled by either party, reduced in coverage or in limits, or non-renewed, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City's Risk Manager.

(j) Insurance Related Requirements: TCAA shall:

(1) Prior to commencement of the Lease, furnish the City with original certificates of insurance, in form and with insurers acceptable to the City's Risk Manager (or designee) which shall clearly evidence all insurance required in this contract and provide that such insurance shall not be cancelled, allowed to expire or be materially reduced in coverage except after 30 days prior written notice by certified mail, return receipt requested to the City.

(2) Provide certified copies of endorsements and policies if requested by the City in lieu of or in addition to certificates of insurance.

(3) Replace certificates, policies, and endorsements for any such insurance expiring prior to lease term expiration.

(4) Maintain such insurance from the time Lease commences until termination of the Lease. If insurance is not reinstated, City may at its sole option, purchase insurance for TCAA and invoice TCAA for the cost of the insurance.

(5) Place such insurance with insurers and agents licensed and authorized to do business in Arizona and having a Best's rating of no less than A-, XII.

(6) Should any of the required insurance be provided under a claims-made form, maintain such coverage continuously throughout the term of this Lease and without lapse for a period of five years beyond the Lease expiration, to the extent that should occurrences during the Lease term give rise to the claims made after expiration of the Lease, such claims shall be covered by such claims-made policies.

(k) Subcontractors

(1) TCAA shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein for TCAA.

8. Liability and Indemnification. To the fullest extent permitted by law TCAA shall indemnify and hold City harmless from and against all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, charges, and expenses, including reasonable attorney's fees, which may be imposed upon or incurred by or asserted against City arising from any use, nonuse, or condition of the Leased premises and the appurtenances thereto created by or attributable to TCAA or TCAA's employees, customers, agents, invitees, licensees, guests, or lessees unless due to City's negligence or intentional misconduct. In the event that any action or proceeding shall be brought against City by reason of any claim referred to in this Article, TCAA, upon written notice from City, shall at TCAA's sole cost and expense, resist or defend the same through counsel selected by City. City shall not be liable for any damage to or theft of any personal property owned by TCAA left in or about the Leased Premises.

9. Repairs and Maintenance.

(a) City shall make all necessary interior and exterior repairs to the building that is called for by reasonable wear or as ordinary/regular maintenance.

(b) Any requests for repair or maintenance service by TCAA shall be directed to the City of Tempe Community Services --- Social Services, Escalante Community Center Social Services Supervisor or designee at (480) 350-5800.

(c) TCAA shall be responsible for any damage caused or permitted by TCAA or TCAA's employees, agent, members, licensees, or invitees to the Leased Premises. TCAA shall make any necessary repairs by a qualified contractor or at City's election, City may repair such damage at the expense of TCAA and TCAA shall reimburse City for such expense upon City's demand.

(d) TCAA shall operate and maintain the Leased Premises and provide all furnishings and equipment necessary to the operation not provided by the City. TCAA shall keep all areas of their assigned interior and exterior space of the building in a clean and orderly condition and maintain their areas to conform to all City requirements.

(f) City shall provide regular interior custodial service.

10. TCAA's Improvements. TCAA at TCAA's expense may make such alterations and improvements to the interior of the Leased Premises as may be necessary or desirable for the conduct of business of TCAA; provided, however, that TCAA shall make no alterations or improvements which may impair the structural strength of the building of which the

Leased Premises are a part or which may conflict with any existing provisions of any mortgages on or against the Leased Premises; and provided, further, that TCAA shall first obtain City's written consent for such alterations and improvements, which consent shall not be unreasonably withheld. City may require, as a condition to consenting to such alterations or improvements, that the work therefore be done by City's own employees or under City's direction, but at the expense of TCAA. City also may require that TCAA give security that the work will be completed free and clear of liens and in a manner satisfactory to City. Any alteration or improvement made by TCAA shall be completed expeditiously, subject to any delays beyond the control of TCAA, and in compliance with all laws and ordinances and all rules and regulations of any and all governmental authorities having jurisdiction of or over the Leased Premises. All such alterations and improvements shall be and remain the property of TCAA and shall be removed by TCAA at the termination of the Lease. TCAA at its expense shall repair all damages to the Leased Premises, which shall have been occasioned by the installation or removal of TCAA's improvements or alterations. City shall not be responsible or liable for any loss of or damage to TCAA's improvements or alterations.

11. Safety. TCAA shall be solely and completely responsible for conditions of the Leased Premises, including safety of all persons (including employees) and property during the lease. This requirement shall apply continuously. Safety provisions shall conform to all applicable federal (including OSHA), state, county, and local laws, ordinances, codes, and regulations. Where any of these are in conflict, the more stringent requirement shall be followed. TCAA's failure to thoroughly familiarize itself with the aforementioned safety provisions shall not relieve it from compliance with the obligations set forth therein.

12. Liens. TCAA shall not permit any liens to be placed on property, but if the Leased Premises or any part thereof, or TCAA's leasehold interest therein, shall at any time during the term of this Lease become subject to any vendor's, mechanic's, laborer's, or materialmen's lien based upon the furnishing of material or labor to TCAA, TCAA cause the same, at TCAA's expense, to be discharged within forty-five (45) days after notice thereof, unless the lien and the claim occasioning it is litigated in good faith by TCAA.

13. Nuisance. Notwithstanding anything in this Lease to the contrary, including without limitation the use by TCAA of the Leased Premises in accordance with Paragraph 4 hereunder, TCAA shall not commit or permit any nuisance or other act, whether noise, odor, smoke, sewage, chemical wastes, or otherwise, which may disturb the quiet enjoyment of any other tenants or owners of property in the area. TCAA shall not obstruct or cause to be obstructed any public or private roadways. In the event TCAA commits or permits any nuisance or act set forth in this Article, the same shall be a material breach of this Lease.

14. Condition of Premises. TCAA shall take the Leased Premises "as is" and in such physical condition as they are upon the commencement of the term of this Lease. City shall not be liable for any damage or injury to either persons or property sustained by TCAA, its agents, employees, guests, invitees, members, licensees, any subtenant, or any other person or entity whatsoever, due in any way to the condition of the Leased Premises, including without limitation damage or loss caused by water, sewage, sewer, leaking of pipes or plumbing works, or by robbery or theft, whether such damage or loss be caused or occasioned by any thing or circumstances, whether of a like nature or of a wholly different nature unless due to City's negligence or intentional misconduct. TCAA shall indemnify and hold City harmless from any liability therefore or expenses incurred in defending any claim made against City on account thereof.

15. Assignment: Subletting. TCAA shall not assign this Lease. However, with the prior written approval of the City, the TCAA may subcontract with other non-profit groups to provide programs that services described herein and sublicense TCAA's use of the premises. Any subcontract or sublicense must require any subcontractor or sublicensee to acknowledge it is subject to the terms and conditions of this Lease.

16. Use of Premises by Third Parties. By mutual agreement between the City and TCAA and approved by the City, third parties shall be allowed use of the Premises on a temporary basis for community purposes.

17. Legal Expenses. In the event of any suit instituted by either City or TCAA against the other in any way connected with this Lease, or for the recovery of rent or possession of the Leased Premises, the successful party to any such action shall recover from the other party reasonable attorneys' fees and court costs in connection with said suit.

18. Signs. No signs, advertisements or notice shall be placed by TCAA on any part of the outside of the building of which the Leased Premises are a part, whether walls, roofs, windows, doors, or otherwise, except such as shall be

approved by City. If such approval by City is given, such signs, advertisements or notices shall be installed and maintained at TCAA's expense and shall conform to all applicable governmental laws, rules and regulations.

19. Right of Entry. City may, during the term of this Lease, at all reasonable times and during usual business hours, enter upon the Leased Premises for the purpose of inspecting the same, and in addition may, at any time within the last six (6) months of the term of this Lease, show the Leased Premises to prospective lessees or prospective purchasers after 48 hours notice to Lessee.

20. Surrender. Upon the expiration of the term of this Lease, or upon the earlier termination of this Lease, TCAA shall surrender peaceable possession of the Leased Premises in the same condition as the Leased Premises were at the commencement of this Lease, reasonable wear and tear and acts of God excepted.

21. Notices. Any notice required or permitted to be given or served by either party to this Lease shall be deemed to have been given or served when made in writing, by certified or registered mail, addressed as follows:

City: City of Tempe
Community Services, Social Services
3500 S. Rural Road
Tempe, AZ 85282

TCAA: Tempe Community Action Agency, Inc.
2150 E. Orange Street
Tempe, AZ 85281

All rental payments shall be made to the Lessor City at the above address. The addresses may be changed from time to time by either party by serving notices as above provided.

22. Default Remedies.

(a) Grace Periods. TCAA shall be deemed in default under this Agreement upon the occurrence of any of the following events:

(1) The failure to pay any amount due under this Agreement and failure to cure such non-performance within ten (10) days after written notice from City; or

(2) The failure to keep effective and in place the insurance required by paragraph 7. City may terminate this lease immediately or upon a stated time period to cure this default as set forth in a written notice by City.

(3) The failure to perform any other term or condition of this Agreement and the failure to cure such non-performance within thirty (30) days after receipt of notice thereof from City; or

(4) If such non-performance cannot reasonably be cured within such 30-day period, TCAA fails to commence to cure the same within such 30-day period and thereafter fails to diligently pursue and complete the cure as soon as reasonably possible thereafter.

(b) Remedies. Upon the occurrence of any default of any item set forth in this Lease, in addition to any other rights and remedies arising by operation of law, City shall have the right to terminate all rights of TCAA under this Agreement, in which event TCAA shall immediately remove all of TCAA's property from the Leased Premises at TCAA's expense.

23. Nondiscrimination. TCAA shall not discriminate against any individual in any way on account of such individual's race, color, religion, sex, age, handicap, or national origin.

24. Broker. City and TCAA each represent to the other that there are no broker's commissions in connection with the Lease.

25. No Waiver. Any waiver by any of the parties hereto of any breach of this Lease or of any right of any party shall not constitute a waiver of any other breach or of any other right.

26. Entire Agreement. This Lease contains the entire agreement between the parties hereto, and no term or provision hereof may be changed, waived, discharged, or terminated unless the same be in writing executed by both parties hereto.

27. Applicable Law. The laws of Arizona shall govern the construction, performance, and enforcement of this Lease.

28. Time of Essence. Time shall be of the essence in the performance of every term, covenant, and condition of this Lease.

29. Headings. The Article headings contained herein are inserted only for convenience of reference and are in no way to be construed as a part of this Lease or as a limitation of the scope of the particular Articles to which they refer.

30. Benefit. This Lease shall insure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrator, legal representatives, successors, and assigns.

31. Quiet Enjoyment. So long as TCAA is not in default under the terms of this Lease, TCAA shall be entitled to the quiet enjoyment and use of the Leased Premises according to the terms of this Lease.

32. Termination. The City and TCAA each reserve the right to terminate this Lease agreement without cause at any time during the Lease period upon giving ninety (90) days written notice. In addition, Lessee is hereby placed on notice of the termination provisions contained in A.R.S. §38-511.

33. Taxes. Lessee agrees that it is solely responsible for any and all sales, use, privilege license, excise tax, possessory interest or any other such tax that may be imposed because of Lessee's use and occupancy of the premises pursuant to this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Lease this ____ day of _____, 2001.

LESSOR:

CITY OF TEMPE

_____

NAME
Mayor

ATTEST:

_____

City Clerk

APPROVED AS TO FORM:

_____

City Attorney

LESSEE:

TEMPE COMMUNITY ACTION AGENCY, INC.

_____

NAME
TCAA President

ATTEST:

_____

Exhibit A Escalante Community Center -- Page 1

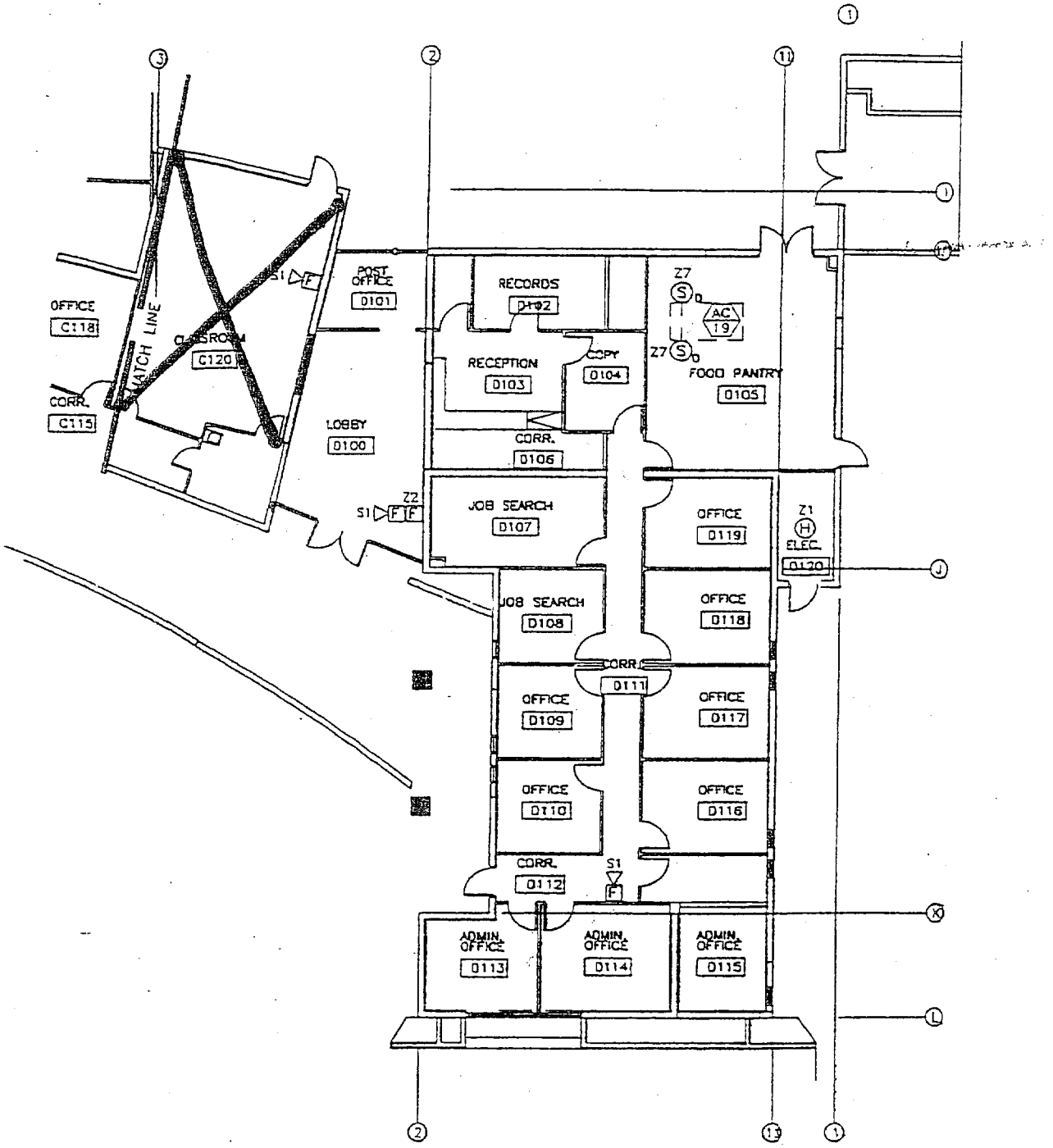

Exhibit A Escalante Community Center -- Page 2

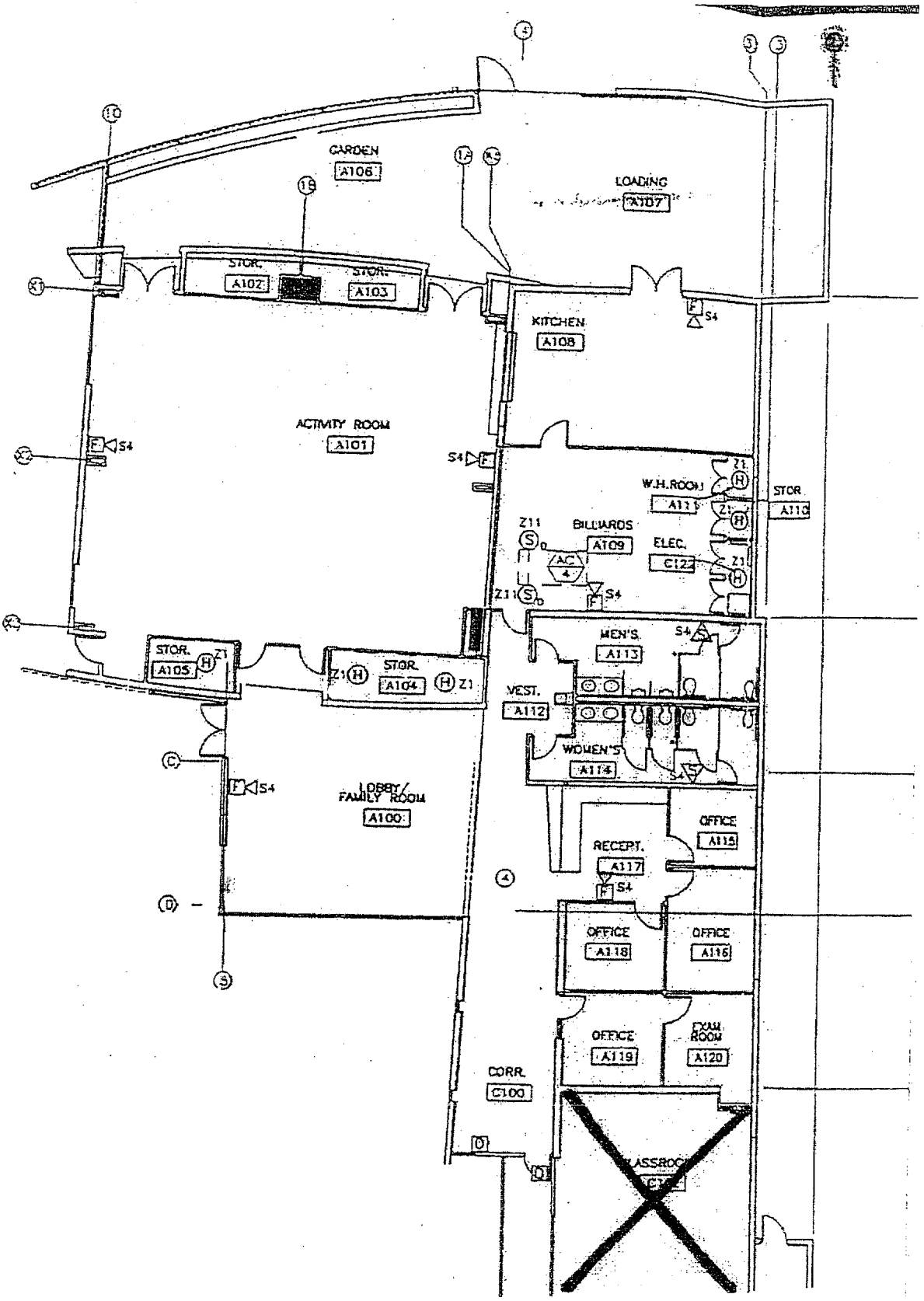

Exhibit B

City of Tempe
Escalante Community Center
2150 E. Orange St.
Tempe, AZ 85282
480-350-5800
www.tempe.gov/escalante

Tempe

Room Reservation Policies

REQUESTING A ROOM:

1. Organizations using this building must be Non-Profit and/or involve at least 50% Tempe residents.
2. A Tempe resident will be the "Responsible Party", complete the Room Reservation Form and MUST be present throughout the entire time of the activity.
3. Selling or promoting a commercial product or anything for personal gains is prohibited.
4. NO SMOKING OR ALCOHOLIC BEVERAGES PERMITTED.
5. Food is permitted in specific rooms. You must include this information in your request.

The hours available to use the Escalante Community Center are: Monday-Thursday 8am -9pm; Friday 8am-8pm, Saturday 10am-5pm, and Sunday 1pm-6pm.

ROOM RESERVATION APPROVAL:

1. Verification of reserved meeting space is contingent upon final approval of the Social Services Supervisor. Reservations are NOT finalized until you or your organization receives a copy of the Room Confirmation Form signed by the Social Services Supervisor.
2. It is recommended that you NOT advertise your activity until this time.
3. Room reservations may be requested on the day of an activity based upon availability.

ON THE DATE OF YOUR MEETING:

1. The Responsible Party will pick up an Attendance Form at the front desk BEFORE each meeting, to be turned in to the Front Desk Staff at the END of each meeting.
2. The Responsible Party or an assigned designate will be in the room AT ALL TIMES during the activity.
3. Set-up and clean-up of the contracted area will be the responsibility of the Responsible Party and organization. (YOU MUST allow time for set-up and clean-up. It is up to the Responsible Party to assure that requested time limits are adhered to.) **Building facilities MUST be vacated by ½ hour prior to closing time.**
4. Facilities are to be left in good order. Chairs, tables, podiums, etc. are to be put away IN THE RIGHT MANNER, IN THE RIGHT LOCATION. (A staff member will be available if questions arise concerning the placement of equipment or of any broken, damaged, or faulty equipment.)

IN CASE OF CANCELLATION OR EMERGENCY:

1. All organizations are asked to make known any changes or alterations in meeting times, equipment or room assignments to this office within 10 (ten) working days prior to date of use.
2. The Responsible Party will inform the Escalante Center at #480-350-5800 of room cancellation at least 48 hours prior to the date of the activity.

If you or your organization have any questions concerning room reservation requests, please call the Escalante Community Center at #480-350-5800 or send a fax to #480-350-5815.

Sincerely,

Keith Burke, Community Services Supervisor

Exhibit C

Additional Operational Guidelines for TCAA's usage of assigned space at the Escalante Community Center.

The following guidelines for TCAA's use of assigned space at the Escalante Community Center are in addition to City Code, Chapter 23 and the Escalante Community Center Room Reservation Policies.

1. **Access to assigned space:** TCAA designated leadership staff members will have access to TCAA's assigned space with the Community Action, Senior Action and TCAA Administration Offices 24 hours per day, seven days per week. TCAA staff members will be specifically designated and authorized by TCAA in writing on a list filed with the Escalante Community Center Supervisor or designee. TCAA staff will be required to complete initial and periodic training from the City relating to building alarm and security guidelines. Non-City staff members are not permitted to go beyond TCAA assigned space during non-business hours for the Community Center.

2. **Decoration of assigned space:** TCAA may decorate and arrange furnishings within the Senior Center and CAP area to enhance its programs and environment for staff and clients. A senior center decorations committee, comprised of TCAA staff, City staff and senior consumer representatives, will be appointed to jointly plan holiday and other seasonal decorative displays in the Senior Center.

   All plaques, posters, flyers, pamphlets and any other office decor that need to be displayed on a wall must be placed on a bulletin board or framed.

3. **Access to restrooms:** TCAA will have access to the restrooms in the facility. The City staff will accommodate access to the Community Center prior to their normal hours of operation.

4. **Access to classrooms:** TCAA my request additional space in the Community Center per Exhibit B. Room reservations may be requested on the day of the activity based up on availability.

5. **Equipment and supplies:** The City staff must request and receive approval to use TCAA's equipment and supplies through TCAA program directors or designees. It is not necessary for the City staff to request to use kitchen equipment such as the stove.

6. **Communication of program schedules:** TCAA will provide the Community Center supervisor or designee with updated schedules and calendars of special activities occurring in the Community Center.

7. **False Alarms:** TCAA will follow the City of Tempe False Alarm Ordinance.