

CITY COUNCIL REPORT



Meeting Date: February 21, 2017
General Plan Element: **Neighborhoods**
General Plan Goal: ***Preserve and enhance the unique sense of neighborhood***

ACTION

Adopt Resolution 10723 authorizing Contract No. 2016-056-COS-A1, a First Amendment to the Boys and Girls Club Revocable License Agreement which adds a provision allowing for name recognition of the Scottsdale Charros within the Use Area by reference to the "Scottsdale Boys & Girls Club Charros Branch" through a wall-mounted plaque and temporary A-frame sign at the Paiute Neighborhood Center campus in accordance with the Amendment's terms. This permission will be granted for the remainder of the license term for Contract No. 2016-056-COS.

BACKGROUND

On June 7, 2016 the Boys & Girls Club of Greater Scottsdale (Boys & Girls Club) entered into a revocable license agreement, Contract No. 2016-056-COS, with the City of Scottsdale for operational space at the Paiute Neighborhood Center, 6535 E. Osborn Rd., in Scottsdale, to provide certain human services more specifically described as before- and after-school programs to youth and a summer youth program that may include arts, character and leadership development, education and career development, health and life skills, sports and fitness and recreation.

APPLICANT'S PROPOSAL

The Boys & Girls Club desires to rename a portion of the Paiute Neighborhood Center that they occupy to the "Scottsdale Boys & Girls Club Charros Branch" in recognition of the contributions over many years to their organization by the Scottsdale Charros.

IMPACT ANALYSIS

There is no financial impact in naming the space occupied by the Boys & Girls Club at the Paiute Neighborhood Center to the "Scottsdale Boys & Girls Club Charros Branch."

OTHER BOARDS & COMMISSIONS

On Thursday, January 26, 2017, the Human Services Commission unanimously voted to make a recommendation to the City Council that the Boys & Girls Club at Paiute Neighborhood Center be renamed the "Scottsdale Boys & Girls Club Charros Branch" and that they be allowed to have a wall-mounted plaque and temporary portable A-frame sign in accordance with the Amendment's terms.

OPTIONS & STAFF RECOMMENDATION

Option A

Adopt Resolution 10723 authorizing Contract No. 2016-056-COS-A1, a First Amendment to the Boys and Girls Club Revocable License Agreement.

Option B

Do not adopt Resolution 10723 authorizing Contract No. 2016-056-COS-A1, a First Amendment to the Boys and Girls Club Revocable License Agreement.

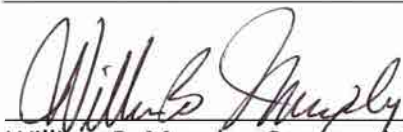
RESPONSIBLE DEPARTMENT(S)

Human Services/Community Services

STAFF CONTACTS (S)

Greg Bestgen, Human Services Director, gbestgen@scottsdaleaz.gov

APPROVED BY



William B. Murphy, Community Services Director
480-312-7954, bmurphy@scottsdaleaz.gov

2/2/2017
Date

ATTACHMENTS

1. Resolution 10723
2. Contract 2016-056-COS
3. Contract 2016-056-COS-A1

RESOLUTION NO. 10723

A RESOLUTION OF THE COUNCIL OF THE CITY OF SCOTTSDALE,
MARICOPA COUNTY, ARIZONA, AUTHORIZING CONTRACT NO.
2016-056-COS-A1, A FIRST AMENDMENT TO THE BOYS AND GIRLS
CLUB REVOCABLE LICENSE AGREEMENT.

WHEREAS, the City and the Boys and Girls Club (Licensee) executed the Revocable License Agreement (Original Agreement) dated June 7, 2016 whereby, among other things, the City permitted Licensee to use space within the Paiute Neighborhood Center in exchange for Licensee providing certain specified Human Services and for paying to the City a Use Fee, Utility Fee, and Deep Cleaning Fee;

WHEREAS, Licensee's existing annual Use Fee of \$40,257 with escalators for years 4 and 5, monthly Utility Fee of \$1,955.34 with escalators after year 1, and monthly Deep Cleaning Fee of \$900 as stated in the Original Agreement remain unchanged;

WHEREAS, the Original Agreement has not been amended; and

WHEREAS, the City and Licensee have mutually determined that the Original Agreement should be amended to allow Licensee to recognize by name, the Scottsdale Charros, within a specified timeframe and a specified area of the Paiute Neighborhood Center;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Scottsdale, Maricopa County, Arizona, as follows:

Section 1. The City Council hereby authorizes, approves and directs the Mayor to execute, on behalf of the City, Contract No. 2016-056-COS-A1, the First Amendment to the Revocable License Agreement between the City and Boys and Girls Club.

PASSED AND ADOPTED by the Council of the City of Scottsdale, Maricopa County, Arizona this 21st day of February, 2017.

CITY OF SCOTTSDALE, an Arizona
municipal corporation

ATTEST:

W.J. "Jim" Lane, Mayor

Carolyn Jagger, City Clerk

APPROVED AS TO FORM:



Bruce Washburn, City Attorney
By Janis L. Bladine, Senior Assistant City Attorney

REVOCABLE LICENSE AGREEMENT

This license agreement ("Agreement") is made and entered into this 7th day of June, 2016, by and between the City of Scottsdale, an Arizona municipal corporation ("City"), Boys and Girls Club of Greater Scottsdale, an Arizona non-profit corporation. The City and the Licensee will collectively be referred to in this Agreement as the "Parties."

RECITALS

A. The City is a municipal corporation organized under the constitution and laws of the State of Arizona.

B. The City owns Paiute Neighborhood Center located at 6535 East Osborn Road ("Facility"), which offers various services for the health, social needs and general welfare of the residents of the City of Scottsdale ("Human Services").

C. The Licensee is ready, willing and able to provide Human Services of the kind and character that the City wishes to provide for the public at the Facility, and the City wishes the Licensee to provide such services, programs or activities, subject to the terms and conditions set forth in this Agreement.

D. Pursuant to Scottsdale Revised Code Section 2-221(c), the City desires to enter into this Agreement with the Licensee to establish the terms by which the Licensee may use the Facility.

NOW, THEREFORE, in consideration of the covenants and promises contained in this Agreement and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

TERMS

1.0 Recitals. The recitals which appear above are incorporated into this Agreement by this reference.

2.0 Applicability. The terms and conditions of this Agreement shall apply to the Licensee's use of the Facility. Unless otherwise required by the context, the use of "Facility" in this Agreement shall include the plural as well as the singular.

3.0 Term. The initial term of this Agreement shall be for a period of three (3) years, commencing on June 7, 2016, and ending on May 31, 2019 (the "Initial Term"), unless terminated as otherwise provided in this Agreement. After the expiration of the Initial Term, this Agreement may be renewed for up to two (2) successive one-year terms (each, a "Renewal Term") upon mutual written agreement by the City Contract Administrator and Licensee's Contract Administrator (each as defined in Section 11.0 below, Contract administrator). The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

4.0 Use Area.

4.1 City provision of Use Area. The City agrees to provide the Licensee with suitable space in the Facility, subject to the terms and conditions contained in this Agreement, to enable the Licensee to render those services and conduct the programs and activities, as more specifically provided in Section 5.1 below. The space designated for the Licensee to provide Services (as defined in Section 5.1 below) in the Facility shall be referred to in this Agreement as the "Use Area."

4.2 Acceptance of Use Area. The Licensee acknowledges by the execution of this Agreement that it has examined the Use Area along with the times of use, which are shown in the diagram on Exhibit "A," and the Licensee agrees that it is appropriate and suitable for providing Services. Unless otherwise provided in this Agreement, the Licensee accepts the Use Area in "as is" condition.

4.3 Changes in Use Area. If the Parties desire to change the Use Area or times of use (as set forth in Exhibit "A") during the Term of this Agreement, the following procedure applies:

4.3.1 For a change that does not increase the aggregate size of the Use Area or total hours of use, the Parties will prepare an Amended Exhibit "A" containing a diagram showing the new Use Area with associated times of use and signatures of both the City Contract Administrator and the Licensee's Contract Administrator. The Amended Exhibit "A" will then be substituted for this Agreement's Exhibit "A."

4.3.2 For a change that increases the aggregate size of the Use Area or total hours of use, an amendment to this Agreement is required, which is subject to Scottsdale City Council approval.

4.4 Parking. Unless otherwise specifically provided in this Agreement, no exclusive parking will be provided to the Licensee. The Licensee may use parking spaces in the Facility parking lot on a first-come, first-served basis.

4.5 Signage. The City shall furnish signage at the Facility to direct members of the public to the Licensee's Use Area. The City will confer with the Licensee concerning signage, but the City shall have discretion to determine the signage, based upon the need for existing signage at the Facility, the need for consistency and uniformity in signage, and other considerations. The Licensee shall erect no additional signage upon the Facility or in the Use Area without the prior written approval of the City Contract Administrator.

5.0 Use of Facility; Services.

5.1 Services. The Licensee shall provide services in the Use Area ("Services"), which are more specifically described as follows: Providing school year before- and after-school youth programs and a summer youth program which may include arts, character and leadership development, education and career development, health and life skills, sports, and fitness and recreation. The Licensee's use of the Facility is limited to providing Services as set forth in this Agreement.

5.2 Permitted Use of Use Area. The Use Area shall be used solely for the purposes of rendering Services to eligible members of the community/the general public. The Licensee shall not use or permit the use of the Use Area for any other purpose.

5.3 Time Restrictions. For purposes of this Agreement, Scottsdale Unified School District early and regular release days and Hirsch Academy regular and early release days are those reflected in Exhibit "B". The Licensee may use the Use Area only during the times set forth in Exhibit "A", which includes the following:

5.3.1 Building 2, Room 3 (812 square feet) and Room 4 (812 square feet), will be available Monday through Friday from 8 a.m. to 7 p.m. Licensee will provide Services from 2:30 p.m. to 6 p.m. on regular release days and from 1 p.m. to 7 p.m. on early release days scheduled for the Scottsdale Unified School District and the Hirsch Academy.

5.3.2 Building 2, Room 1 (812) will be available per a shared space agreement with the Hirsch Academy Monday through Friday from 3:30 p.m. until 6:00 p.m. during regular release days and from 8 a.m. to 1:30 p.m. on early release days scheduled for the Scottsdale Unified School District and the Hirsch Academy, and Room 2 (812 square feet) will be available per shared space agreement with the Hirsch Academy Monday through Friday from 4:00 p.m. until 6 p.m. during regular release days and from 8 a.m. to 1:30 p.m. on early release days scheduled for the Scottsdale Unified School District and the Hirsch Academy.

5.3.3 Building 3, Room 3 (812 square feet) and Room 4 (812 square feet), will be available Monday through Friday from 8 a.m. to 7 p.m. Licensee will provide Services from 2:30 p.m. to 6 p.m. on regular release days and from 1 p.m. to 7 p.m. on early release days scheduled for the Scottsdale Unified School District and the Hirsch Academy.

5.3.4 Building 10 (1635 square feet), will be available Monday through Friday from 3 p.m. to 7 p.m. Licensee will provide Services from 3:00 p.m. to 7 p.m. on regular release days and from 1 p.m. to 7 p.m. on early release days scheduled for the Scottsdale Unified School District and the Hirsch Academy.

5.3.5 In addition to the foregoing, Building 3, Room 4 may be utilized by Licensee one (1) evening per week, on Mondays, until 8 p.m. for teen programming days and excluding Fall, Winter and Spring Breaks.

5.3.6 Open Turf Field Space East of Building 1, will be available Monday through Friday from 2:30 p.m. to 6 p.m., except for early release days scheduled for the Scottsdale Unified School District and Hirsch Academy when this space will be available from 11 a.m. to 6 p.m.

5.4 Event Notification. On or before the 15th day of each month, Licensee shall provide to the City a calendar of activities identifying all activities planned for the Use Area during the subsequent month.

5.5 Background of Service Providers. The Licensee shall be responsible for ensuring that the persons providing Services, including but not limited to, the Licensee's employees, agents and volunteers ("Service Providers"), are of good character and suitable background to do so, given the clients to whom Services are to be provided (e.g. minor children, youth, elderly, disabled, etc.). The Licensee shall provide to the City, prior to its occupation and use of any Use Area, its written policies and procedures regarding background investigation and substance abuse testing of its Service Providers.

5.6 Discrimination; diversity; other applicable laws. The Licensee shall be responsible for ensuring that its work environment is free from unlawful discrimination, as provided by Title VII of the Civil Rights Act of 1964 and other state and federal laws. The Licensee shall further ensure a commitment to respecting individual differences and valuing diversity.

5.7 Licenses; permits. The Licensee shall ensure that the Service Providers have all required and applicable licenses, permits and permissions required by federal, state, county and city statutes, ordinances, laws, rules and regulations, prior to providing Services at the Facility. All such licenses, permits and permissions must be current and in good standing.

5.8 Separation from the City. The Licensee, its officers, employees and agents shall clearly identify that it is the Licensee, rather than the City of Scottsdale, that is providing Services in the Use Area. The Licensee shall not represent that it is a part of the City of Scottsdale government, or that it is acting on behalf of the City. The Licensee shall not use the name of the City of Scottsdale, its seal, signs or logos in any advertising, promotional materials or for any other purpose without the express, written prior approval of the City Contract Administrator.

5.9 Facility rules and regulations. The City reserves the right to adopt, amend and enforce reasonable rules and regulations governing the operation of the Facility and the use of the Use Area. Rules and regulations shall be consistent with the safety, security, public use and utility of the Facility, as applicable. These rules and regulations shall apply to the Licensee, its officers, employees and agents, including all Service Providers, and the Licensee agrees to comply with them.

5.10 Representations in funding applications. The Licensee shall obtain the prior written approval of the City Contract Administrator before making any representation, in any application for a grant or other funding, that it has or will secure the continuing use of the Use Area, or any other City property, whether real, personal or financial, in connection with the application.

5.11 [Intentionally blank]

6.0 Consideration; fees.

6.1 Consideration. As and for consideration for rights and privileges which are the subject of this Agreement, the Licensee agrees to pay the Use Fee and Utility Fee required herein and to provide the Services described in Section 5.0, the aggregate of which the City regards as serving a valuable public purpose, providing direct assistance to those in need, and constituting fair and direct consideration that is substantially equal to the City's expenditure.

6.2 Use Fee.

6.2.1 For the first three years of the Term, the Licensee shall pay the City \$40,257 for use of the Use Area ("Use Fee"). The Use Fee is calculated based on the following formula: Licensee shall pay a \$3,355 monthly Use Fee to the City. This monthly Use Fee is calculated based on the following formula: \$7 per square foot for Building 2, Rooms 3 and 4 ($\$7 \times 1624 = \$11,368$), \$7 per square foot for Building 10 including the kitchen ($\$7 \times 1,635$ square feet = \$11,445) and \$7 per square foot for Building 3, Rooms 3 and 4 ($\$7 \times 2492$ square feet = \$17,444) resulting in a total Use Fee of ($\$7 \times 5751$) \$40,257.

6.2.2 For years four and five of the Term, the Use Fee shall be increased to \$8 per square foot.

6.3 Payments. The Licensee shall pay the City in advance monthly. Payments due shall be paid on or before fourteen (14) days after receipt of the invoice from the City. The Licensee shall pay any and all applicable taxes on the payments. Any payment not made by the date it is due will be subject to a late fee.

6.3.1 Should any Use Fee not be paid on or before fourteen (14) days after receipt of the invoice from the City, a late fee will be added to the amount due in the amount equal to the 10% of the amount due or one hundred dollars (\$100), whichever is greater. Furthermore, any Use Fee that is not timely paid will accrue simple interest at the rate of 1 ½% per month from the date the amount first came due until paid. Licensee expressly agrees that the foregoing represent reasonable estimates of the City's costs in the event of a delay in payment of the Use Fees.

6.4 "Holdover" Use Fee.

In the event of "holding over" as described in Section 13.5 below, "Holding over," the Licensee shall pay the City \$112 per day which is due on the first City working day of the month for the usage during the previous month. The Licensee shall continue providing Services.

7.0 Utility Fee. The City shall arrange and pay for gas, water, sewer and local telephone and fax service furnished to the Use Area for the Term of this Agreement. For the first year of the Term, the Licensee shall pay a fee equal to \$0.34 per square foot which equates to \$1,955.34 per month for electricity ("Utility Fee"), which shall be remitted to the City on or before fourteen (14) days after receipt of the invoice from the City. After the first year of the Term, the Utility Fee shall be increased by five percent each year. The Licensee and City shall meet on an annual basis to review the Utility Fee and utility usage. The City may refund a portion of the Licensee's paid Utility Fees should the City, in its sole discretion, deem it necessary. All long distance and fax charges shall be at the expense of the Licensee.

8.0 Licensee reports and statistics. The Licensee shall report to the City Contract Administrator, monthly statistics regarding number of contacts and dollar value of the services provided at each Facility. The City reserves the right to request additional reports and statistics from time to time. The Licensee further agrees that it will meet with the City Contract Administrator, or designee, every six (6) months this Agreement is in effect in order to discuss matters of mutual concern and interest relating to the services being provided at the Facility.

9.0 Maintenance.

9.1 Maintenance; janitorial service; inspection; repair. The City shall maintain the structural elements, heating, cooling and other systems of the Facility, including the Use Area, at its own expense and shall keep them in good repair. The City shall also provide janitorial services and trash disposal services to the Use Area at its sole cost and expense. The Licensee shall provide such other maintenance as may be required by this Agreement. The City reserves the right to enter the Use Area at any reasonable times to inspect, survey and perform required maintenance and repairs.

9.1.1 Monthly Deep Cleaning. Notwithstanding section 9.1, Licensee shall arrange with the City for a monthly cleaning of a rotating portion of the Use Area to include: washing, waxing, vacuuming, dusting floors, walls, windows, furniture, HVAC register grills, and equipment. For this monthly cleaning, Licensee shall pay the City \$900 each month.

9.2 Waste or damage of Facility. The Licensee shall not, during any Facility use, commit or permit any waste, damage, or defacement of the Facility or its equipment, nor permit any act or use that is prohibited by any law, ordinance, rule or regulation. The Licensee shall use its best efforts to act to prevent the waste of any utilities provided by the City at the time of any Facility use. The Licensee shall be solely responsible for any damage at/to the Facility caused by the acts of the Licensee or its members, ordinary wear and tear excepted.

9.3 Licensee access; keys. The Licensee agrees to minimize the number of persons authorized to have keys to the Use Area for the performance of this Agreement and shall provide to the City Contract Administrator, in writing, the names of persons who are authorized to have the keys. The Licensee shall report any changes, additions or deletions of persons authorized to have keys to the City Contract Administrator, in writing, prior to the time that a change, addition or deletion is made.

9.3.1 Reporting; replacement costs. The Licensee shall immediately report lost, missing or stolen keys to the City Contract Administrator, or designee. The Licensee shall be responsible for all costs associated with replacing lost, missing or stolen keys, and for re-keying locks when, in the sole discretion of the City, it is determined that re-keying is necessary.

9.3.2 Licensee responsibility for damages. The Licensee agrees that it shall be solely financially responsible for any damage to City's real or personal property that results from the Licensee's failure to comply with the access/security provisions contained in this Agreement.

9.3.3 Risk of loss. The Licensee is not required to purchase property insurance coverage pursuant to this Agreement. However, the Licensee agrees that it assumes the risk of any loss to the Licensee's equipment and property brought onto the premises.

10.0 Damage to or destruction of Use Area. If the Use Area is damaged by fire, explosion, the elements, the public enemy, or other casualty through no fault of the Licensee, then this Agreement shall terminate. Otherwise, the Licensee shall restore the Use Area at the Licensee's sole cost and expense.

11.0 Contract administrator.

11.1 City Contract Administrator. The Director of Community Services for the City of Scottsdale, who at the time of execution of this Agreement is William B. Murphy, or designee, shall be the City contract administrator ("City Contract Administrator"), who will be

responsible for administering the terms of this Agreement for the City, and will be the contact between the City and the Licensee.

11.2 Licensee's Contract Administrator. Prior to the commencement of this Agreement, the Licensee shall designate a contract administrator ("Licensee's Contract Administrator"), who will be responsible for administering this Agreement for the Licensee and be the contact between the Licensee and the City. **Prior to using the Facility and by June 30 of each year of the Term, the Licensee shall furnish to the City Contract Administrator and the City of Scottsdale Senior Real Estate Manager the contact information, including phone numbers, email addresses and emergency contact information, for the Licensee's Contract Administrator.**

12.0 Notice. Any notice required or permitted to be given pursuant to this Agreement, unless otherwise expressly provided herein, shall be given in writing, either personally to the authorized representative of the other party, or by United States Postal Service certified mail, return receipt requested, as shown below or to such other street address(es) as may be designated by the respective parties in writing from time to time. The notice shall be deemed complete when received by the person receiving it or, when certified mail is used, five (5) calendar days from the date of mailing, whichever occurs first.

City	Licensee
City of Scottsdale 7447 East Indian School Road, Suite 300 Scottsdale, AZ 85251	Boys & Girls Clubs of Greater Scottsdale 10533 East Lakeview Drive Scottsdale, AZ 85258
ATTN: Community Services Office Manager	ATTN: Lisa Hurst, Ed.D.
Copy to: City Attorney 3939 N. Drinkwater Blvd. Scottsdale, AZ 85251	
Copy to: City of Scottsdale 7447 East Indian School Road, Suite 205 Scottsdale, AZ 85251 ATTN: Senior Real Estate Manager	

13.0 Termination; cancellation.

13.1 Termination for cause or convenience. The City may terminate this Agreement for cause or convenience by giving the Licensee thirty (30) days' written notice, as provided in Section 12.0 above, Notice.

13.2 Termination for health or safety. The City shall have the right to terminate this Agreement upon two (2) City working days' prior written notice to the Licensee, if there is any threat to public health or safety in the performance of this Agreement by the Licensee.

13.3 Conflict of interest. Pursuant to A.R.S. § 38-511, the City may cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of either party is, at any time

while this Agreement is in effect, an employee of the other party in any capacity, or a consultant to the other party with respect to the subject matter of this Agreement. The cancellation shall be effective when written notice is received by the Licensee, unless the notice specifies a later time.

13.4 Availability of funds. This Section will control despite any provision of this Agreement or any exhibit or other agreement or document related to this Agreement. In the event funds necessary to fulfill the City's obligations under this Agreement are not appropriated by the Scottsdale City Council, the City may terminate this Agreement by giving notice to the Licensee. The City agrees to use its best efforts to give notice of such termination to the Licensee at least fourteen (14) days prior to the end of the City's then-current fiscal period. Termination in accordance with this provision will not constitute a breach of this Agreement by the City. No person will be entitled to any compensation, damages or other remedy from the City if this Agreement is terminated pursuant to the terms of this Section.

13.5 "Holding over." In any circumstance whereby the Licensee would remain in possession or occupancy of the Use Area after termination or expiration of this Agreement, such "holding over" shall not be deemed to operate as a renewal or extension of this Agreement, but shall only create a use right from day to day which may be terminated at any time by the City upon one (1) day's notice to the Licensee, or by the Licensee upon seven (7) days' notice to the City. Except as provided in this Section 13.5, such use of the Use Area shall otherwise be subject to the terms and conditions specified in this Agreement, so far as applicable. Nothing contained herein shall be construed as the City's permission for the Licensee to remain in the Use Area or as limiting the City's remedies as to such "holdover."

13.6 Rights at termination. The following provisions shall apply upon expiration or termination of this Agreement for any reason:

13.6.1 Delivery of possession. The Licensee shall, at the expiration of the Term or upon any sooner termination of this Agreement, without demand, peaceably and quietly quit and deliver up the Use Area to the City thoroughly cleaned, in good repair, maintained and repaired and in as good order and condition, reasonable use and wear excepted, as the same now are or in such better condition as the Use Area may hereafter be placed by the Licensee or the City.

13.6.2 Confirmation of Licensee's obligations. Termination of this Agreement for any reason does not terminate the Licensee's obligations arising prior to or simultaneous with, or attributable to, the termination.

13.6.3 Licensee's personal property; re-entry. At the expiration of the Term or upon any sooner termination of this Agreement, the Licensee shall remove all its property from the Use Area. The City, at its election, may re-enter the portion of the Facility occupied by the Licensee pursuant to this Agreement and may immediately demand that any property or personnel of the Licensee found therein be removed by the Licensee. If such property is not removed within ten (10) City working days, the City may remove and store any such property in a public warehouse or at a place selected by the City at the expense of the Licensee, and may dispose of it as it sees fit, subject only to the limitations of state law.

14.0 Indemnification. To the fullest extent permitted by law, the Licensee, its successors, assigns and guarantors, shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, related to, arising from or out

of, or resulting from any acts, errors, mistakes or omissions or negligent, reckless or intentional actions caused in whole or in part by the Licensee relating to or arising from work or Services in the performance of this Agreement, including but not limited to, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of the Licensee's or subcontractor's agents or employees. The above defense indemnity and hold harmless obligations do not apply to claims resulting from the sole negligence of the City.

14.1 Insurance provisions set forth in this Agreement are separate and independent from the indemnity provisions of this paragraph and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this paragraph shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

15.0 Insurance representations and requirements.

15.1 General. The Licensee agrees to comply with all applicable City ordinances and state and federal laws and regulations. Without limiting any obligations or liabilities of the Licensee, the Licensee shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of B ++ 6 or above or an equivalent qualified unlicensed insurer by the State of Arizona (non-admitted insurer) with policies and forms satisfactory to the City. Failure to maintain insurance as specified may result in termination of this Agreement at the City's option.

15.2 No representation of coverage adequacy. By requiring insurance herein, the City does not represent that coverage and limits will be adequate to protect the Licensee. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements stated in this Agreement or failure to identify any insurance deficiency will not relieve the Licensee from, nor be construed or considered a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

15.3 Coverage term. All insurance required by this Agreement shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Agreement.

15.4 Claims made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three (3) years past completion and acceptance of the work or services as evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

15.5 Policy deductibles and or self-insured retentions. The policy requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. The Licensee shall be solely responsible for any deductible or self-insured retention amount. The City, at its option, may require the Licensee to secure payment of the deductible or self-insured retention by a surety bond or irrevocable and unconditional Letter of Credit.

15.6 Use of subcontractors. If any work under this Agreement is subcontracted in any way, the Licensee shall execute written agreements with its subcontractors containing the same Indemnification Clause and Insurance Requirements as stated in this Agreement protecting the City and the Licensee. The Licensee is responsible for executing the agreement with its subcontractors and obtaining Certificates of Insurance verifying the insurance requirements.

15.7 Evidence of insurance.

15.7.1 Prior to using the Facility and on or before the annual anniversary date of this Agreement, the Licensee shall furnish the City with Certificate(s) of Insurance, or formal endorsements as required by this Agreement, issued by the Licensee's insurer(s) as evidence that policies are placed with acceptable insurers as specified in this Agreement and provide the required coverage, conditions, and limits of coverage and that such coverage and provisions are in full force and effect. If a Certificate of Insurance is submitted as verification of coverage, City shall reasonably rely upon the Certificate of Insurance as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. **Such Certificates shall identify the contract number, the date of this Agreement and the Parties' names, and shall be sent to the designated City Contract Administrator and the City of Scottsdale Senior Real Estate Manager.** Certificates of Insurance submitted without referencing the appropriate contract number and reference to this Agreement will be subject to rejection and may be returned or discarded. If any of the above-cited policies expire during the life of this Agreement, it is the Licensee's responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions.

15.7.2 Certificates shall contain the specific provisions that follow:

15.7.2.1 City of Scottsdale, its agents, representatives, officers, directors, officials and employees is an Additional Insured under the following policies:

15.7.2.1.1 Commercial General Liability

15.7.2.1.2 Auto Liability

15.7.2.1.3 Excess Liability - Follow Form to underlying insurance as required.

15.7.2.2 The Licensee's insurance shall be primary insurance as respects performance of subject agreement.

15.7.2.3 All policies, except Professional Liability, if applicable, shall waive rights of recovery (subrogation) against City of Scottsdale, its agents, representatives, officers, directors, officials and employees for any claims arising out of work or services performed by the Licensee under this Agreement.

15.7.2.4 If the Licensee receives notice that any of the required policies of insurance are materially reduced or cancelled, it will be the Licensee's responsibility to provide prompt notice of same to the City, unless such coverage is immediately replaced with similar policies.

15.7.3 Required coverage.

15.7.3.1 Commercial general liability. The Licensee shall maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate, and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury, advertising injury, bodily injury, property damage, and contractual liability. For any Service that involves children or at-risk individuals, the commercial general liability must include coverage for sexual abuse and molestation. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

15.7.3.2 Professional liability. If the Licensee or any of the Licensee's employees or subcontractors are licensed professionals, the Licensee shall maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by the Licensee, or anyone employed by the Licensee, or anyone for whose acts, mistakes, errors and omissions the Licensee is legally liable, with an unimpaired liability insurance limit of \$1,000,000 each claim and \$2,000,000 all claims.

15.7.3.3 Automobile liability. If vehicles are used by the Licensee to perform the Services, the Licensee shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on the Licensee's owned, hired, and non-owned vehicles assigned to or used in the performance of the Services. If vehicles are not used by the Licensee to perform the Services, this requirement for Automobile Liability may be waived. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

15.7.3.4 Workers' compensation insurance. If the Licensee has employees, the Licensee shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of the Licensee's employees engaged in the performance of work or Services under this Agreement and shall also maintain Employers' Liability Insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee and \$500,000 disease policy limit.

16.0 Non-assignability. The rights, privileges and responsibilities of the Licensee under this Agreement are non-assignable.

17.0 City's remedies.

17.1 Available remedies. If the Licensee breaches any provision of this Agreement, the City will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance.

17.2 No waiver. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the City to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the City's acceptance of Services, shall not release the Licensee from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Agreement.

18.0 Miscellaneous.

18.1 No real property interest. Notwithstanding any provision of this Agreement to the contrary, and notwithstanding any negotiation, correspondence, course of performance or dealing, or other statements or acts by or between the Parties, the Licensee's rights are limited to the Use Area and the Licensee's rights in the Use Area are limited to the license rights created by this Agreement, which creates only a revocable license in the Use Area. The City and the Licensee do not by this instrument intend to create a lease, easement or other real property interest. The Licensee shall have no real property interest in the Use Area. The Licensee's sole remedy for any breach or threatened breach of this Agreement by the City shall be an action for damages. The Licensee's rights hereunder are subject to all covenants, restrictions easements, agreements, reservations and encumbrances upon, and all other conditions of title to, the Use Area. Notwithstanding the preceding sentence, the City shall provide to the Licensee during the term of this Agreement peaceable use and enjoyment of the Use Area in accordance with the terms of this Agreement. It is the Licensee's responsibility to resolve any issues related to nearby property owners. The Licensee's rights hereunder are further subject to all present and future building restrictions, regulations, zoning laws, ordinances, resolutions and orders of all bodies, bureaus, commissions and bodies of any municipal, county, state or federal authority, now or hereafter having jurisdiction over the Use Area or the Licensee's use thereof.

18.2 Entire agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior agreement, understanding, negotiation or representation regarding the Facility, the Use Area or the Services to be provided pursuant to this Agreement, unless such other agreement is referenced in Section 5.1 above.

18.3 Law governing; venue. This Agreement shall be governed by the laws of the State of Arizona, and suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

18.4 Compliance with law. The Licensee shall perform its obligations under this Agreement in accordance with all federal, state, county and local laws, ordinances, regulations or other rules or policies as are now in effect or as may hereafter be adopted or amended.

18.5 Taxes, liens and assessments. In addition to the Use Fee, Licensee shall pay, when due and as the same become due and payable, all taxes and general and special fees, charges and assessments of every description which during the Term of this Agreement may be levied upon or assessed against the Use Area, the operations conducted therein, any Use Fees paid or other performances under this Agreement by either party, and all possessory interest in the Use Area and improvements and other property thereon, whether belonging to the City or the Licensee; and the Licensee agrees to indemnify, defend and hold harmless City and the Use Area and such property and all interest therein and improvements thereon from any and all such taxes and assessments, including any interest, penalties and other expenses which may be imposed, and from any lien therefor or sale or other proceedings to enforce payment thereof. The Licensee shall have the right to contest, but not the right to refuse to timely pay, any taxes and assessments. The City shall have the right from time to time to require that all of the foregoing payments be made by the Licensee through the City. The Licensee shall pay all sales, transaction privilege and similar taxes.

18.6 Arizona Legal Workers Act. Under the provisions of A.R.S. § 41-4401, the Licensee warrants to the City that the Licensee and all its subcontractors will comply with all

Federal Immigration laws and regulations that relate to their employees and that the Licensee and all its subcontractors now comply with the E-Verify Program under A.R.S. § 23-214(A).

A breach of this warranty by the Licensee or any of its subcontractors will be considered a material breach of this Agreement and may subject the Licensee or subcontractor to penalties up to and including termination of this Agreement or any subcontract. The Licensee will take appropriate steps to assure that all subcontractors comply with the requirements of the E-Verify Program. The Licensee's failure to assure compliance by all its subcontractors with the E-Verify Program may be considered a material breach of this Agreement by the City.

The City retains the legal right to inspect the papers of any employee of the Licensee or any subcontractor who works on this Agreement to ensure that the Licensee or any subcontractor is complying with the warranty given above.

The City may conduct random verification of the employment records of the Licensee and any of its subcontractors to ensure compliance with this warranty. The Licensee agrees to indemnify, defend and hold the City harmless for, from and against all losses and liabilities arising from any and all violations of these statutes.

18.7 Survival of liability. All obligations of the Licensee hereunder and all warranties and indemnities of the Licensee hereunder shall survive termination of this Agreement for any reason.

18.8 Attorneys' fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement, or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court, sitting without jury, which shall be deemed to have accrued on the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

18.9 Non-exclusive contract. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like services from another source when necessary.

18.10 Severability. If any term or provision of this Agreement shall be found to be illegal or unenforceable, then notwithstanding such illegality or unenforceability, this Agreement shall remain in full force and effect and such term or provision shall be deemed to be deleted.

18.11 Exhibits. All Exhibits referred to in this Agreement are hereby incorporated by this reference.

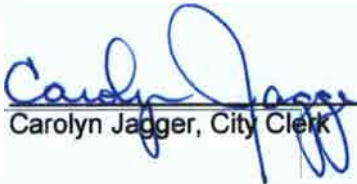
IN WITNESS WHEREOF, the Parties have executed this Agreement by signing their signatures, as of the day and date first written above.

BOYS AND GIRLS CLUB OF GREATER
SCOTTSDALE, an Arizona non-profit
corporation

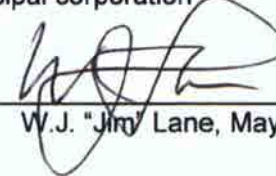
By: 
Lisa Hurst

Its: President and CEO

ATTEST:


Carolyn Jagger, City Clerk


CITY OF SCOTTSDALE, an Arizona
municipal corporation


W.J. "Jim" Lane, Mayor

APPROVED AS TO FORM:


Bruce Washburn, City Attorney
By: Janis L. Bladine, Senior Assistant City Attorney

REVIEWED BY:


Katherine Callaway
Risk Management Director

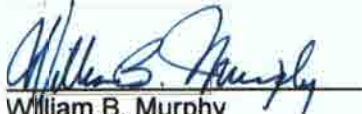
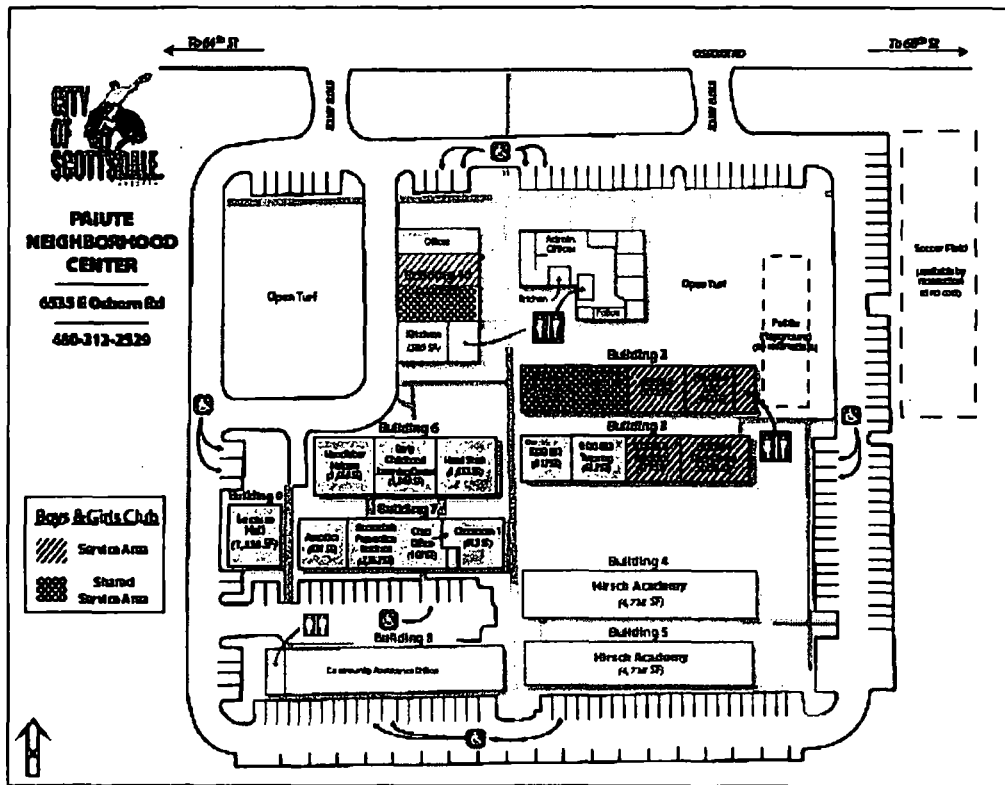

William B. Murphy
Community Services Director

TABLE OF EXHIBITS

<u>Exhibit</u>	<u>Title</u>
A	Diagram of Facility with Location(s) of Use Area(s) and Times of Use, and Boys and Girls Club Event Schedule
B	SUSD Schedule Hirsch Schedule

Exhibit "A"

DIAGRAM OF FACILITY WITH LOCATION(S) OF USE AREA(S) AND TIMES OF USE




Boys and Girls Club Event Schedule



Date	Times	Space request	Event/Program
August 26, 2016	6:00 p.m. – 8:00 p.m. (extended after hours)	Open Turf, West Soccer Fields, Building 2 Room 3 & 4; Building 3 Room 3 & 4, Building 10	Back to School Bash
September 17 or 24, 2016 (tentative)	7:00 a.m. – 2:00 p.m.	Open Turf, East Soccer fields – North & South, Building 2 Room 4; Building 3 Room 4, Building 10	Day for Kids
October 28, 2016	6:00 p.m. -8:00 p.m. (extended after hours)	Open Turf, East Soccer fields – North & South, Building 2 Room 4; Building 3 Room 4, Building 10	Fall Event
December 10, 2016	7:00 a.m. – 2:00 p.m.	Building 10, West Soccer fields Building 3 Room 4, Building 2 Room 4, Parking Lot,	Holiday Festival – (This is a collaborative event)
January 30 –February 1, 2017	7:00 -5:30 p.m.	Building 10 (North Side)	Christina Smiles Dental Clinic
February 10, 2017	6:00 -7:30 p.m. (extended after hours)	Building 10	Friendship Event
		Building 3 Room 4	
		Building 3 Room 4	
April 28, 2017	6:00 -7:00 p.m. (extended after hours)	Parking Lot & Soccer field (East)	International Kids Day Celebration
May 19, 2017	6:00 – 6:30 p.m. (extended after hours)	Building 10	Promotional/End of Year Award Ceremony
Every 3 rd Friday of the Month	8:00-9:00 (extended after hours)	Teen Center & Building 10 (as needed by event)	Teen Late Night Fridays

Exhibit "B"

SUSD Schedule



2016-2017 DISTRICT CALENDAR

AUGUST 2016

First Day (New Teachers) 1st

First Day (Returning Teachers) 1st

Professional Development August 4

Professional Development August 5

First Day of Classes August 8

Kindergarten Early Release August 8-10

Early Release (K-12) Professional Development August 31

SEPTEMBER 2016

Labor Day Holiday September 5

OCTOBER 2016

Octin Recess October 3

Early Release (K-12) Professional Development October 5

End of 1st Quarter (Middle/High School) October 7

Fall Break October 10-14

NOVEMBER 2016

Early Release (K-12) Professional Development November 2

Elementary Trimester Ends November 8

Veterans Day November 11

Early Release (K-5 & K-8) Parent/Teacher Conferences* November 15-17

Early Release (HS) Parent/Teacher Conferences November 15-17

Thanksgiving Recess November 24-25

DECEMBER 2016

Early Release (K-12) Professional Development December 14

Early Release - High School Finals December 14-16

End of 2nd Quarter & 1st Semester (Middle/High School) December 16

Winter Break December 19-30

JANUARY 2017

Winter Break January 2

School Reopened January 3

Early Release (K-12) Professional Development January 11

Martin Luther King, Jr. Holiday January 16

FEBRUARY 2017

Early Release (K-12) Professional Development February 8

President's Day Holiday February 20

Elementary Trimester Ends February 22

Early Release (K-5 & K-8) Parent/Teacher Conferences* February 28

MARCH 2017

Early Release (K-5 & K-8) Parent/Teacher Conferences* March 1-2

End of 3rd Quarter (Middle/High School) March 3

Spring Break March 6-10

APRIL 2017

Carroll Recess April 14

MAY 2017

Early Release (K-12) Professional Development May 3

Early Release - High School Finals May 23-25

Graduation May 25

Last Day of Classes - Early Release - All Levels May 25

Last Day (Teachers) May 25

Memorial Day Holiday May 29

July 2016

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

August 2016

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

September 2016

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

October 2016

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

November 2016

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

December 2016

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

January 2017

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

February 2017

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29						

March 2017

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

April 2017

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

May 2017

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

June 2017

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

EARLY RELEASE TIMES

Elementary Schools 12:15 p.m.

Middle/High Schools 11:30 a.m.

Chaperones 11:30 a.m.

Senior Class 12:15 p.m.






Middle/High Schools 11:30 a.m.

Chaperones 11:30 a.m.

Senior Class 12:15 p.m.

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Approved: 12/15/16

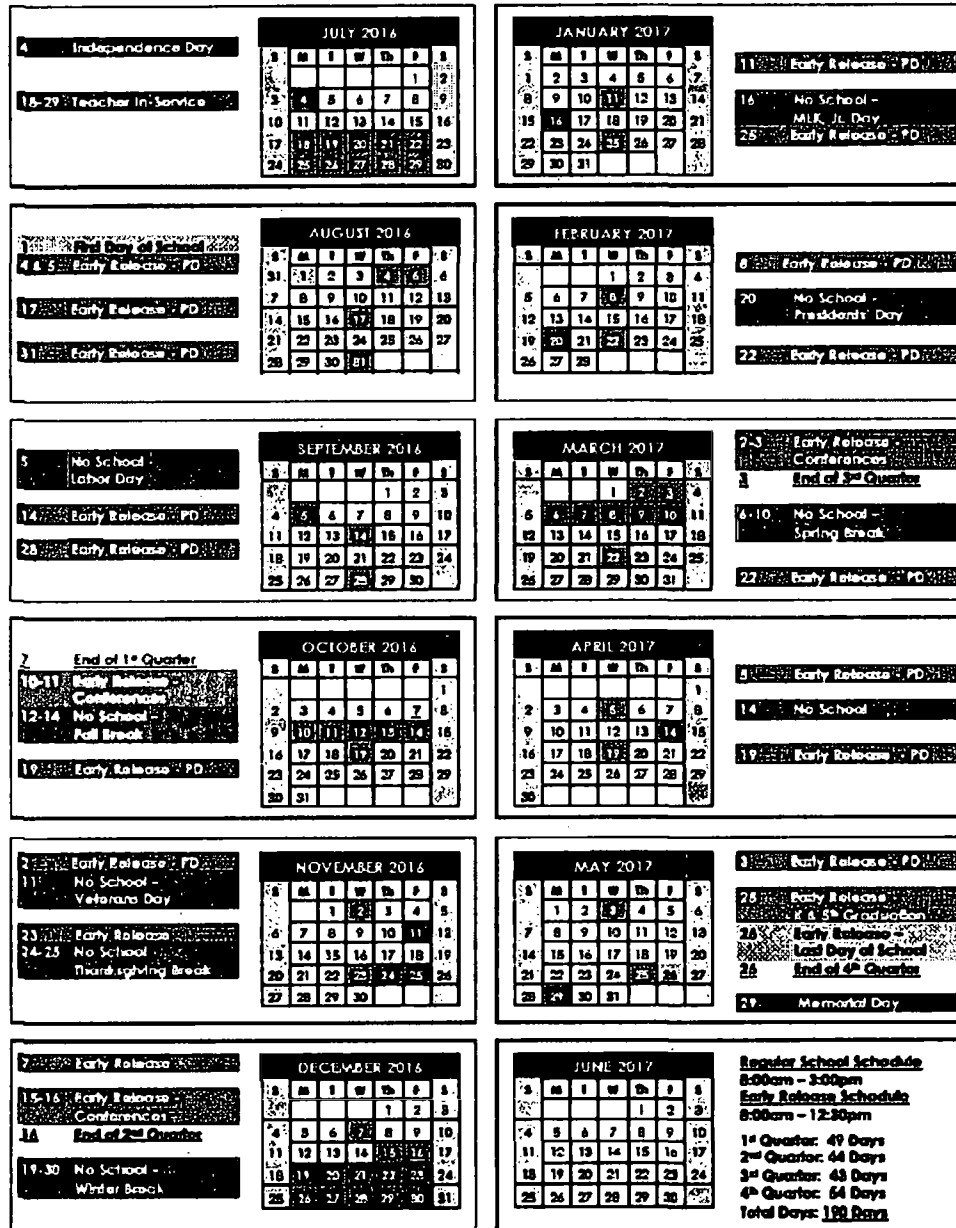
By: 1/2/2017

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EXHIBIT "B"
Page 1 of 2

Hirsch Schedule

Hirsch Academy: CFA | 2016-2017 Calendar



First & Last Day of School
 Teacher In-Service (no school for students)

Early Release
 No School / Office Closed / Holiday

RESOLUTION NO. 10430

A RESOLUTION OF THE COUNCIL OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA, APPROVING CONTRACT NUMBER 2016-056-COS, A REVOCABLE LICENSE AGREEMENT WITH THE BOYS AND GIRLS CLUB OF GREATER SCOTTSDALE, AN ARIZONA NON-PROFIT CORPORATION, TO USE SPACE AT THE PAIUTE NEIGHBORHOOD CENTER TO OPERATE SCHOOL YEAR BEFORE- AND AFTER-SCHOOL YOUTH PROGRAMS AND SUMMER YOUTH PROGRAMS.

WHEREAS, subject to certain requirements, Scottsdale Revised Code Section 2-221(c) provides that the City may enter into temporary licenses or similar agreements for the use of city-owned property, including but not limited to, land, buildings, office space, rooms and other interior and exterior space;

WHEREAS, the City owns the Paiute Neighborhood Center located at 6535 East Osborn Road, which offers various services for the health, social needs and general welfare of the residents of the City of Scottsdale (Human Services);

WHEREAS, the Boys and Girls Club of Greater Scottsdale (Boys and Girls) is ready, willing and able to provide Human Services of the kind and character that the City wishes to provide for the public at Paiute, and the City wishes Boys and Girls to provide such services, programs or activities, subject to the terms and conditions set forth in Contract Number 2016-056-COS (Contract);

WHEREAS, Boys and Girls will provide school year before- and after-school youth programs and a summer youth program which may include arts, character and leadership development, education and career development, health and life skills, sports, and fitness and recreation;

WHEREAS, under the terms of the Contract, Boys and Girls will pay the City a use fee, utility fee, and cleaning fee to use the space; and

WHEREAS, the City Council has considered any City expenditure authorized by this Contract, the direct consideration that the City will receive, and the services provided by Boys and Girls, and finds that there is a clearly identified public purpose for the City's expenditure, if any, that the City will receive direct consideration substantially equal to its expenditure, and that there is direct assistance provided to those in need;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Scottsdale, Maricopa County, Arizona, as follows:

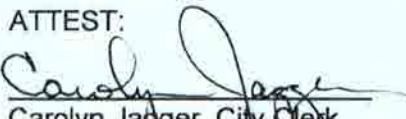
Section 1. The City Council hereby authorizes, approves and directs the Mayor to execute, on behalf of the City, Contract No. 2016-056-COS, a revocable license agreement 14597539v1

between the City and the Boys and Girls Club of Greater Scottsdale to use space at the Paiute Neighborhood Center to operate school year before- and after-school programs and summer youth programs.

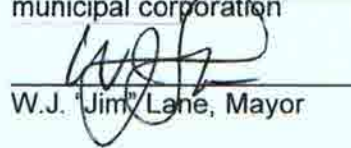
Section 2. The City Council also hereby authorizes, approves and directs the Community Services Director to execute any other documents and take such other actions as are necessary to carry out the intent of this Resolution.

PASSED AND ADOPTED by the Council of the City of Scottsdale, Maricopa County, Arizona this 7th day of June, 2016.


ATTEST:


Carolyn Jagger, City Clerk

CITY OF SCOTTSDALE, an Arizona
municipal corporation


W.J. "Jim" Lane, Mayor

APPROVED AS TO FORM:


Bruce Washburn, City Attorney
By Janis L. Bladine, Senior Assistant City Attorney

FIRST AMENDMENT TO BOYS AND GIRLS CLUB REVOCABLE LICENSE AGREEMENT

This FIRST AMENDMENT TO BOYS AND GIRLS CLUB REVOCABLE LICENSE AGREEMENT (the Amendment) is made and entered into this 21st day of February, 2017, by and between the City of Scottsdale, an Arizona municipal corporation (City), Boys and Girls Club of Greater Scottsdale, an Arizona non-profit corporation (Licensee), collectively referenced as the Parties.

RECITALS

A. The City and Licensee executed the Revocable License Agreement (Original Agreement) dated June 7, 2016 whereby, among other things, the City permitted Licensee to use space within the Paiute Neighborhood Center in exchange for Licensee providing certain specified Human Services and for paying to the City a Use Fee, Utility Fee, and Deep Cleaning Fee;

B. Licensee's existing annual Use Fee of \$40,257 with escalators for years 4 and 5, monthly Utility Fee of \$1,955.34 with escalators after year 1, and monthly Deep Cleaning Fee of \$900 as stated in the Original Agreement remain unchanged;

C. The Original Agreement has not been amended; and

D. The City and Licensee have mutually determined that the Original Agreement should be amended to allow Licensee to recognize by name, the Scottsdale Charros, within a specified area and timeframe;

NOW, THEREFORE, in consideration of the covenants and promises contained herein and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1.0 Changes Related to Naming. Insert into the Original Agreement as Section 4.5.1, the following provision:

Name Recognition. Notwithstanding the foregoing and for no longer than the Term of this Agreement, Licensee may recognize the Scottsdale Charros by way of name by reference to the "Scottsdale Boys & Girls Club Charros Branch" through use of (1) a wall-mounted plaque and (2) a temporary A-frame sign as provided herein. The wall-mounted plaque may be placed on Rooms 3 and 4 of Building 2 within the Use Area. The temporary A-frame sign may only be displayed during the hours of Licensee's use and may only be displayed within the Use Area.

2.0 No Further Amendment. Except as expressly amended by specific provisions of this Amendment, the Original Agreement and the Parties' respective rights and obligations related to the Original Agreement are not affected by this Amendment.

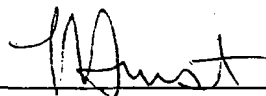
3.0 Integration. This Amendment constitutes the entire agreement between the Parties with respect to amending the Original Agreement and supersedes any prior agreement,

understanding, negotiation, draft agreements, discussion outlines, correspondence, and memoranda or representation regarding amending the Original Agreement.

4.0 Third Party Beneficiaries. Except as expressly stated in the Original Agreement, if any, there are no third party beneficiaries to this Amendment or the Original Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement by signing their signatures, as of the day and date first written above.

BOYS AND GIRLS CLUB OF
GREATER SCOTTSDALE, an
Arizona non-profit corporation


By: 
Lisa Hurst

Its: President and CEO


ATTEST:

CITY OF SCOTTSDALE, an Arizona
municipal corporation


Carolyn Jagger, City Clerk


W.J. "Jim" Lane, Mayor

APPROVED AS TO FORM:


Bruce Washburn, City Attorney
By: Janis L. Bladine, Senior Assistant City Attorney

REVIEWED BY:


Katherine Callaway
Risk Management Director


William B. Murphy
Community Services Director