



# City of Saginaw

## City of Saginaw

**Meeting Date:** 07/19/2016

**Staff Contact:** Keith Rinehart  
Director of Recreation

**Agenda Item:** 4d  
(CC-0716-04)

**E-mail:** [krinehart@saginawtx.org](mailto:krinehart@saginawtx.org)

**Phone:** 817-230-0351

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**SUBJECT:** Action regarding renewal of Agreement with Planet Kidz for Saturday Night Youth Program

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**BACKGROUND/DISCUSSION:**

Planet Kidz has offered a Saturday night youth program in the City since 2004. Their program includes activities, games, and music for children (2nd grade through 7th grade). The proposed agreement is the same as the current agreement. The term of the agreement is for a three year period with the option to renew for an additional three year period.

**FINANCIAL IMPACT:**

The financial impact will be the \$1.70 per paid child that the City receives.

**RECOMMENDATION:**

Staff recommends approval of the agreement with Planet Kidz for the Saturday Night Youth Program.

Attachments

Memo with Proposed Agreement from Keith Rinehart



# City of Saginaw City of Saginaw

Recreation & Community Services Department  
333 W. McLeroy Blvd., Saginaw, Texas 76179

## Council Agenda Background

**To:** Nan Stanford, City Manager

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**From:** Keith C. Rinehart, Director of Recreation & Community Services

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**Date:** City Council Meeting – July 19, 2016 (Approval of Planet Kids Youth Program Contract)

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### **ITEM:**

Consideration and Approval of Planet Kids Youth Program Contract

### **PRESENTER:**

Keith C. Rinehart, Director of Recreation & Community Services

### **PROGRAM INFORMATION:**

All children in grades 2<sup>nd</sup> through 7<sup>th</sup> grades, typically 7 to 13 years of age are invited. Parents are welcome, and even encouraged to stay and have fun with the kids. Activities and entertainment include: Live DJ's, top tasteful music, sports or athletic challenges, skills contests, indoor interactive inflatable games, and don't forget the FREE prize giveaways. A Saginaw Police Officer will be present during the program. Recognizing the need for safety and security today, the program requires a child sign-in, and adult sign-out. Planet Kids is offered every Saturday night and features:

- A live D.J. with cool music, fog machine, bubble machine, awesome light show, and an incredible sound system.
  - A sport court with basketball, hula hoop and Tug of war.
  - A game room with Ping-Pong, foosball, pool table and air hockey.
  - Bounce houses and other bounce equipment.
  - A snack bar with a huge candy selection, sodas, pizza and more!
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**DISCUSSION:**

The original agreement was made and entered into by and between Planet Kids and the City of Saginaw to be effective upon execution by the parties. On August 3, 2004, the City of Saginaw and Planet Kids entered into the agreement. It is that time to renew the contract again. If there is a problem at the event or if staff has an issue, the City Staff and Planet Kids have always resolved quickly and professionally. City staff has had no issues with Planet Kids.

**RECOMMENDATION:**

The term of the agreement between the City of Saginaw and Planet Kids is for a three (3) year contract with the options to renew for an additional three (3) years. Staff is recommending continuing the contractual agreement with Planet Kids. If approved by City Council, the new contract would begin on September 10, 2016.

**FISCAL IMPACT:**

The City of Saginaw Recreation & Community Services Department receives one dollar and seventy centers (\$1.70) per paid attendee received by Planet Kids as admission or participation fees.

**ATTACHMENTS:**

- Planet Kids Contract/Agreement

Thank you,

Keith C. Rinehart, Director of Recreation & Community Services

## LEASE AGREEMENT

This Agreement is made and entered into by and between PLANET KIDZ, INC., whose principal mailing address is 330 Oaks Trail Suite 118 Garland, Texas 75043, hereinafter referred to as "Lessee", and City of Saginaw hereinafter referred to as "Lessor", to be effective upon execution by the Parties.

### WITNESSETH:

WHEREAS, Lessor presently owns and maintains a facility located at Saginaw Recreation Center, 633 West McLeroy Blvd., Saginaw, Texas 76179, known as the Contract Premises.

WHEREAS, Lessee wishes to utilize a portion of said Contract Premises for the purpose of operating therein during the term hereof a "Youth Activity Program", and

WHEREAS, the Parties wish hereby to set forth the terms and conditions upon which Lessee shall be permitted to utilize such facility for such purpose.

### NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of the mutual promises and covenants contained herein, and in order to obtain the mutual benefits provided hereunder, the Parties hereto agree as follows:

1. Grant. Lessor hereby grants Lessee permission to utilize the Contract Premises to conduct a Youth Activity Program in the manner and during the term hereafter specified.
2. Contract Premises. For purposes hereof, the Contract Premises shall include the gymnasium, meeting rooms, lobby and kitchen located at 633 West McLeroy Blvd. in the City of Saginaw, Texas known as the Saginaw Recreation Center.
3. Access to Contract Premises. Lessee shall have exclusive use of the Contract Premises each Saturday night during the term hereof, from the hours of 7:00 p.m. until 11:00p.m., in order to conduct its activities hereunder. Further, Lessee shall have non-exclusive access to the Contract Premises for one and half (1 1/2) hour preceding and one (1) hour following each such period for the limited purposes of setting up and cleaning up the Contract Premises. Lessee shall have no right or access to the Contract Premises at any other time.
4. Temporary Suspension. The Parties agree that the Lessor shall have right from time to time, upon forty-five (45) days written notice, to suspend Lessee's right hereunder to possession of the Contract Premises in the event such Premises become necessary, in sole opinion and discretion of the Lessor, for other Lessor activities or functions. In the event of such temporary suspension, the Lessor shall use reasonable efforts to reschedule Lessee's use of the Contract Premises at another available date. In no event, however, shall any such temporary suspension give rise to any claim against the Lessor by the Lessee, whether for lost profits, cost, overhead or otherwise.
5. Youth Activity Program. For purposes hereof, Youth Activity Programs shall mean organized,

supervised youth activities including, but not limited, to the following:

- a. Game activities, such as volleyball, basketball, walleyball, dancing, ping pong, touch football, relay games, inflatables, etc.;
  - b. Audio and video activities, including performances of persons to coordinate or direct the playing of records, compact discs, videos, laser discs, etc.;
  - c. Concession activities, including the sale of soft drinks, bottled water, chips, candy, pennants, tee-shirts, etc.; and
  - d. Advertising and marketing promotions related to the Youth Activity Program.
6. Restrictions on Use. Lessee shall operate or utilize the Contract Premises for no purpose other than the Youth Activity Program defined herein, which shall be subject to the following restrictions:
- a. All participants in the Youth Activity Program shall be in grades 2-7.
  - b. No more than maximum building capacity according to fire code persons shall be permitted by Lessee to occupy the Contract Premises at any time.
  - c. Lessee shall make food and drink concessions available during the hours of operation. Prior to commencement thereof, Lessee shall submit for approval by Lessor a schedule of proposed menu items.
  - d. Lessee shall provide adequate supervision at all times. All supervisors shall be at least eighteen (18) years of age and have passed a "Criminal History Check". Lessee shall staff supervisors at a ratio of not less than one (1) supervisor to every thirty (30) Youth Activity Program participants.
  - e. Lessee shall provide adequate security at all times. Such security shall include, one (1) off-duty officer of the **City of Saginaw Police Department**. Lessee agrees to the **\$40.00 per hour rate**.
  - f. Lessee shall conduct the activities provided for herein on each **Saturday** night during the term hereof, save for legal holidays, upon which Lessee shall not be required to conduct its activities. Lessee shall only conduct activities during the school calendar year.
  - g. Lessee shall at all times conduct its activities provided for hereunder in a wholesome, diligent, and efficient manner.
  - h. Preparation of the Contract Premises for Lessee's activities and clean-up of the Contract Premises following such activities shall be the sole responsibility of Lessee. Lessee agrees that it will, following each use of the Contract premises, restore same to as good a condition as existed prior to such use by Lessee.
    - i. Lessee shall not cause or permit any illegal activity to be conducted upon the

Contract Premises including smoking and no illegal weapons are allowed.

- ii. Lessee shall be allowed to use and display its company logo banner each night of said event.
  - iii. Lessee shall make no changes or structural alterations to the Contract Premises without prior written consent of Lessor. Lessee shall be responsible for any damages to the Contract Premises resulting from use or occupancy thereof by Lessee, its agents, servants or invitees.
7. Term of Agreement. The term of this Agreement shall be for three (3) year with the options to renew for additional 3 years. Lessee shall operate each **Saturday** night during the term of this lease from the hours 7:00 p.m. to 11:00 p.m. only, commencing upon the effective date hereof. See restriction in Paragraph 6. (f) above **Lessee will start back up September 10, 2016 forward.**
8. Payment to Lessor. As payment for the rights granted hereunder, Lessee agrees to pay to the Lessor during the term hereof an amount equal to one dollar and seventy cents (**\$1.70**) per paid attendee received by Lessee as admission or participation fees. All such sums payable to Lessor shall be due and payable on a weekly basis with one week behind on rent. Lessee agrees that Lessor shall have the right, upon reasonable notice, to audit all sign-in sign-out sheets of Lessee to determine compliance with the payment provisions set forth hereinabove. **Planet Kidz will pay \$60.00 to the City Staff working each night after the event is over.**
9. Protection against Accident to Employees and the Public. The Lessee shall at all times exercise reasonable precautions for the safety of employees and others on or near the Contract Premises and shall comply with all applicable provisions of Federal, State, and Municipal safety laws.
10. Laws and Ordinances. The Lessee shall at all times observe and comply with all Federal, State, and local laws, ordinances and regulations, which in any manner affect the Lessee or the work, and shall indemnify and save harmless the Lessor against claim arising from the violation of any such laws, ordinances and regulations whether by the Lessee or its employees.
11. Venue. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement and the exclusive venue for any legal proceedings involving this Agreement shall be in the courts of the County of Dallas, the State of Texas.
12. Assignment and Subletting. The Lessee shall have the right to assign qualified Team Leaders (Randy & Kim Hight) with liability on assignment upon written approval by Lessor. Any assignment shall not release Lessee of any responsibilities under this agreement.
13. Notices. All notices to be sent to the offices of PLANET KIDZ, INC. 330 Oaks Trail Suite 118 Garland, Texas 75043 for the duration of the lease or any extensions thereof. PLANET KIDZ, INC. and COMPANIES shall have the right to remedy or cure any such defects, assume lease and operate business. Thirty (30) days remedy required after notice is given.
14. Non-Competition by Lessor. During the term of this lease, including any extended term, and for one (1) year following the expiration of this lease, Lessor shall not engage in or duplicate the PLANET KIDZ, INC. and COMPANIES (or similar) program.

15. Termination. The parties agree that the Lessor or Lessee shall have the right to terminate this agreement upon sixty (60) days written notice due to reasonable cause without penalty; however, the party put on notice shall have sixty (60) days to remedy the situation before termination of the lease. Notice not to renew must be given in writing by Lessor to Lessee sixty (60) days prior to the next commencement date.

16. Indemnification. The Lessee shall defend, indemnify and hold harmless the Lessor and its officers, agents and employees from and against all damages, injuries (including death), claims, property damages (including loss of use), losses, demands, suits, judgments and costs, including reasonable attorney's fees and expenses, in any way arising out of or resulting from the performance of this Agreement or caused by the grossly negligent act or omission of the Lessee, its officers, agents, employees, subcontractors, franchisees or invitees.

17. Insurance and Certificates of Insurance. Without limiting any of the other obligations or liabilities of the Lessee or Sub-Lessee, the Lessee or Sub-Lessee shall, during the term of the agreement, purchase and maintain the hereinafter stipulated minimum insurance with companies duly licensed to write business in the State of Texas and rated A-1 or better by A.M. Best. The Lessor shall be named as an additional insured on all required policies except Workers' Compensation. Valid Certificates of Insurance for each policy covering the Lessee and Subcontractors, together with a statement by the issuing company to the extent that said policies shall not be canceled without thirty (30) days prior notice being given the Lessor, shall be delivered to the Lessor and reviewed for sufficiency by the Lessor's Risk Manager before this Agreement is executed or any activities commenced:

- a. Workers' Compensation as required by the laws of the State of Texas with the policy endorsed to provide a waiver of subrogation as to the Lessor; Employer's Liability insurance of not less than \$100,000 for each accident.
- b. Commercial General Liability Insurance, Including, premises operations, Independent Contractor's Liability, completed Operations and Contractual Liability, covering but not limited to, the liability assumed under the indemnification provisions of this Agreement, fully insuring Lessee's liability for injury to or death of owners, employees and third parties, extended to include personal injury liability coverage, and for damage to property of third parties, with the following limits:

General Aggregate	\$2,000,000
Each Occurrence	\$1,000,000
Damage to rented premises	\$ 300,000
Medical Expense (Any one person)	\$ 5,000
Products – Comp/Op Agg.	\$2,000.000
Personal & Adv. injury	\$1,000,000

Lessee's insurance shall be primary and shall be endorsed to provide a waiver of subrogation in favor of the Lessor. The Commercial General Liability Policy should be endorsed using Endorsement No. USJP127727

Deductibles on each insurance policy shall no greater than \$100.00

18. Hindrances and Delays. No claims shall be made by the Lessee for damages resulting from hindrances or delays from any cause during the progress of any portion of the operations or activities embraced in this Agreement.
19. This Agreement shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns.
20. Lessor agrees to include leasee in all publications used to promote programs of said location (for the purpose of advertising the PLANET KIDZ, INC., COMMUNITIES FOR KIDZ(TX NPO), FUN TIME LIVE and FRIDAY NITE LIVE Program).

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

**City of Saginaw**

**PLANET KIDZ, INC.**

Lessor: City of Saginaw

Lessee: PLANET KIDZ, INC. & COMPANIES

By: \_\_\_\_\_  
**Gary Brinkley, Mayor of Saginaw**

By: \_\_\_\_\_  
**Dale A. Oakes, President**

Date: \_\_\_\_\_

Date: \_\_\_\_\_