

EXHIBIT NO. 1

16
9-1501

City of Alexandria, Virginia

MEMORANDUM

DATE: SEPTEMBER 5, 2001

TO: THE HONORABLE MAYOR AND MEMBERS OF CITY COUNCIL

FROM: PHILIP SUNDERLAND, CITY MANAGER *PS*

SUBJECT: CONSIDERATION OF AN ADDENDUM TO THE CURRENT LEASE AGREEMENT WITH THE CHILD & FAMILY NETWORK CENTERS (FORMERLY THE ALEXANDRIA COMMUNITY NETWORK PRESCHOOL) AT THE CHARLES HOUSTON RECREATION CENTER, 901 WYTHE STREET

ISSUE: City Council consideration of a one-year Addendum to the current lease agreement with the Child and Family Network Centers (formerly the Alexandria Community Network Preschool) at Charles Houston Recreation Center, 901 Wythe Street. The current lease for use of two rooms (Room 13 and Room 16) from 9:00 a.m. - 3:30 p.m. at Charles Houston Recreation Center by Child and Family Network Centers expires on August 31, 2002.

RECOMMENDATION: That City Council authorize the City Manager to sign a one-year Addendum (Attachment 1) with the Child and Family Network Centers to use Room 16 (the multi-media room) from 3:30 p.m. to 6:00 p.m. for an extended hours program for preschoolers at Charles Houston Recreation Center, 901 Wythe Street.

This Addendum is recommended for one year only because Room 16 may be needed for Recreation Department programs in September 2002. As amended, the lease would allow the Network Centers to use Room 13 from 9:00 a.m. - 3:30 p.m. and Room 16 from 9:00 a.m. - 6:00 p.m. It should be noted that the City is not required to advertise this space to the public because the period of the lease and the Addendum is for less than five years.

BACKGROUND: The Child and Family Network Centers has operated a preschool since September 19, 1988 at Charles Houston Recreation Center. The City of Alexandria has provided, through a lease agreement (Attachment 2), the use of Room 13 and Room 16 (referred to as the multi-media room) located at the Charles Houston Recreation Center. The Child and Family Network Centers currently operates preschool programs designed to reach at-risk children to prepare them for a successful kindergarten and school experience at no charge. Children with learning or developmental delays receive services on-site including speech/language therapy, psychological assessments, occupational and physical therapy.

While the Child and Family Network Centers' program originally began as a half-day preschool session, the Early Childhood Commission and the City have supported Child and Family Network Centers in its efforts to become a full-day, six-hour program through Alexandria Children's Fund grants and through its participation in the Virginia Preschool Initiative, a state-wide effort to serve at-risk four-year-old children funded through the Virginia Department of Education. Although the Commission has not specifically been asked to support Network's current effort to extend the school day by providing extended hours care at the Charles Houston site, the Commission has always strongly encouraged early childhood programs to offer extended hours for low income working parents who need child care beyond the core six-hour program day.

DISCUSSION: The Child and Family Network Centers has requested that the Department of Recreation allow the continued use of space in the Charles Houston Recreation Center to add an extended hours program for preschoolers from 3:30 p.m. to 6:00 p.m. The Network Centers is able to extend its hours to include an extended hours program because of private funding for the additional staff time and supply costs provided by the Alexandria Rotary Club.

Department of Recreation staff reviewed the programming space for after school hour activities at Charles Houston in considering this request. Recreation staff determined that at the current time, space is available in Room 16 at Charles Houston Recreation Center, Monday through Friday from September 12, 2001 through August 31, 2002 to accommodate the Network Centers' request on a trial basis. Staff supports this request for a one year trial period, because after school programs for school-age children currently sponsored by the Recreation Department are held in the gym, game room, computer room, meeting room and occasionally outdoors. At this time, there is not a Recreation Department programming need for Room 16 during the hours of 3:30 p.m. to 6:00 p.m.

The Network Centers program will be reviewed during the time period of the Addendum to determine the need for extended hours preschool programming at Charles Houston and the impact on current Recreation Department programs at the site. Should new recreation programs be developed or if there is an increase in Recreation program attendance, Room 16 may be needed to accommodate these activities, and then Room 16 would not be available for Network Centers to use for an extended hours preschool program in September 2002.

FISCAL IMPACT: There is no charge to Network Preschool for use of the space at Charles Houston Recreation Center. Costs associated with maintenance and utilities for the use of Room 13 and Room 16 under the current lease are estimated at approximately \$2,970 per year. The additional cost to extend the Preschool's use of Room 16 by three hours per weekday is estimated at approximately \$800. These costs are absorbed within the Department of Recreation's budget, and are considered an in-kind contribution to the Preschool.

ATTACHMENTS:

1. Addendum
2. Alexandria Community Network Preschool Current Lease Agreement

STAFF: Sandra Whitmore, Director, Recreation, Parks and Cultural Activities
Janet Barnett, Deputy Director, Recreation, Parks and Cultural Activities
William Chesley, Division Chief, Recreation, Parks and Cultural Activities
Carol Farrell, Director, Office of Early Childhood Education

ADDENDUM NO. 1 TO LEASE AGREEMENT

This Addendum amends the Lease Agreement by and between the City of Alexandria, a municipal corporation of Virginia ("Landlord"), and the Child & Family Network Centers, 901 Wythe Street, Alexandria, Virginia 22314 ("Tenant"), dated September 1, 1999.

WHEREAS, Landlord and Tenant desire and the Landlord is agreeable, to amend the Lease Agreement to extend the hours that the Tenant shall have the use of the Multi-Media Room ("Room 16") at the Charles Houston Recreation Center, 901 Wythe Street, Alexandria Virginia 22314, from 9:00 a.m. until 3:30 p.m. to 9:00 a.m. until 6:00 p.m., Monday through Friday, from September 12, 2001 to August 31, 2002;

NOW, THEREFORE, Landlord and Tenant agree to amend the September 1, 1999, Lease Agreement to read as follows:

1. The parties agree that a new paragraph 1. of the Lease Agreement shall be added to the Lease Agreement to read as follows:

1. The Landlord agrees to lease to the Tenant, without monetary rental, Room 13 and the Multi-Media Room ("Room 16") of the Charles Houston Recreation Center (the "Center") located at 901 Wythe Street, Alexandria, Virginia (the "Premises"). It is understood that the use of the Premises by the Tenant is not exclusive but is subject to the limiting conditions set forth below in paragraph 4.A.

2. The parties agree that the new subparagraph (A) of paragraph 4. of the Lease Agreement shall be amended to read as follows:

A. That the Tenant's rights under this Lease Agreement shall only extend to the use of Room 16 at the Center, during the hours of 9:00 a.m. until 6:00 p.m., Monday through Friday, and the use of Room 13 at the Center, during the hours of 9:00 a.m. until 3:30 p.m. Monday through Friday.

3. The Landlord reserves the right to use Room 16 whenever it is not occupied or in use by the Tenant.

4. The term of the Lease Agreement, as amended, shall be from September 12, 2001 through August 31, 2002. At the end of the lease term, the Landlord will evaluate the Tenant's use of the Premises to determine the Tenant's continued use of the Premises and to assess the

impact of Tenant's use and occupancy of the Premises on the scheduling of other programs, events and the Landlord's use of the Center.

5. The parties agree that all terms and conditions of the Lease Agreement, other than those amended by the foregoing paragraphs of this Addendum, shall remain the same.

DATE: _____

CITY OF ALEXANDRIA, a municipal corporation of Virginia

BY: _____
Philip Sunderland, City Manager

DATE: _____

Child & Family Network Centers

BY: _____
Barbara Mason, Director

LEASE AGREEMENT

THIS DEED OF LEASE is entered into this first day of September 1999, by and between the City of Alexandria, a municipal corporation of Virginia (the "Landlord"), and the Alexandria Community Network Preschool, 901 Wythe Street, Alexandria, Virginia 22314 (the "Tenant").

WITNESSETH THAT:

For and in consideration of the sum of Ten Dollars (\$10.00) paid by the Tenant to the Landlord on execution of this agreement, in consideration of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the conditions, covenants and agreements hereafter set forth, the parties agree as follows:

1. The Landlord agrees to lease to the Tenant, without monetary rental, Room 13 and the Multi-Media Room of the Charles Houston Recreation Center located at 901 Wythe Street, Alexandria, Virginia (the "Premises"). It is understood that the use of the Premises by the Tenant is not exclusive but is subject to the limiting conditions set forth below in section 4.A.

2. The term of this lease shall commence on the first day of September, 1999, and extend for a period of three years, including and ending on the 31st day of August, 2002.

3. The Landlord covenants, warrants, and agrees:

A. That the premises may be used by the Tenant for the purposes herein contemplated throughout the term of this lease. The Tenant shall have quiet enjoyment and peaceful possession of the Premises for the full term herein granted, except as provided in section 5.C.

B. That the Landlord shall be responsible for all janitorial services necessary to prepare the Premises for daily use by the Tenant, and shall be responsible for all janitorial services which may be required to restore the premises to a clean and orderly condition after the conclusion of the Tenant's daily playschool activities.

C. That the Landlord shall be responsible for the operation and maintenance of the Charles Houston Recreation Center during the period of this lease. The Landlord shall maintain all water mains, sanitary sewer lines, storm drains and structures associated with the

mains and lines on the property at present standards.

4. The Tenant covenants, warrants, and agrees:

A. That the Tenant's rights under this lease shall only extend to use of the Premises between the hours of 9:00 a.m. and 3:30 p.m., Monday through Friday during the City of Alexandria's public school year.

B. That, at the termination of this lease, the Tenant will deliver peacefully the Premises in as good order and repair as the same was at the beginning of this lease, reasonable wear and tear excepted.

C. That, for the purpose of this lease, the Tenant will use and occupy the Premises solely for the purpose of a play space for the playschool operated by the Tenant. The Tenant will not use or occupy the Premises for any unlawful, disorderly or extra-hazardous purpose or activity.

D. That the Tenant will be responsible for paying for any damage to the Premises that results from its tenancy and use of the property. The Tenant will not hold the Landlord liable for any damage to any of the Tenant's property or to any property located on the Premises.

E. That the Tenant shall demonstrate, to the satisfaction of the Landlord, that the Tenant is covered by combined single-limit General Liability Insurance in the minimum amount of \$1,000,000 per person. Coverages are to be included on: (1) personal injury liability, (2) premises operation, and (3) independent contractors. The Landlord shall be listed as an additional named insured. The Tenant agrees to maintain such insurance throughout the term of this lease and to furnish evidence to the Landlord of such coverage prior to the effective date, and throughout the term, of this lease.

F. That the Tenant will indemnify and hold harmless the Landlord and all of its agents, officers and employees from and against any suits, actions, causes of action, claims, damages, losses, costs or expenses (including attorney's fees) arising from or related in any way to any bodily or personal injury or property damage sustained by any of the Tenant's employees, agents, guests, invitees, licensees or permittees while located upon the Premises.

5. It is mutually covenanted, warranted and agreed by the Landlord and Tenant:

A. That all of the terms, covenants, agreements, and provisions herein contained shall bind and inure to the benefit of the Landlord, the Tenant, and their respective heirs, distributees, executors, administrators, successors, and assigns; provided, however, that the Tenant shall not transfer, assign, or sublet its interests herein without the written consent of the Landlord.

B. That the Landlord will not be responsible for commitments or agreements arising under law or contract and entered into by the Tenant with any other person, persons, organization, association, corporation or other entity whatsoever.

C. That this lease may be terminated at any time by either party, provided that 30-days written notice of the intention to terminate is given to the other party; provided, however, that if the Tenant fails to maintain the insurance required by section 4.E of this lease, the Landlord may immediately terminate this lease. Provided further, that in the event that Tenant ceases to use the Premises as a daily playschool, this lease shall, immediately and without notice from the Landlord to the Tenant, terminate.

D. That this lease contains the entire agreement between the parties hereto and shall not be changed or modified in any manner except by a writing properly executed by them.

IN WITNESS WHEREOF, the parties hereto have caused this lease to be executed by their duly authorized officials.

TENANT:

THE ALEXANDRIA COMMUNITY
NETWORK PRESCHOOL

BY: *Barbara Mason*

LANDLORD:

CITY OF ALEXANDRIA, A municipal
corporation of Virginia

Beverly C. Steel
BY: *Deputy City Manager*
For: *Volva Lawson, City Manager*

APPROVED AS TO FORM:

[Signature]
ASSISTANT CITY ATTORNEY