

PORT ST. LUCIE CITY COUNCIL
AGENDA ITEM REQUEST

COUNCIL ITEM 7D
DATE 9/24/12

Meeting Date: August 13, 2012

Public Hearing Ordinance Resolution Motion

Item: #20090120, Operation of a Wellness/Fitness Center – Amendment #2

Recommended Action:

Approval to amend the continuing Lease Agreement with **Martin Memorial Medical Center** (MMMC) to allow the Martin Memorial Health and Fitness Center a seasonal change of the hours of operation from: Mon-Sat – 6:00am until 8:30pm, Sun - 8:00am until 2:00pm to: Mon/Wed/Fri – 6:00am until 8:00pm, Tues/Thurs – 6:00am until 3:00pm, Sat/Sun – 8:00am until 2:00pm.

Exhibits: Department memo attached yes [] no
Copy of Email Request from MMMC
Copy of Amendment #2

Summary Explanation/Background Information:

MMMC has made this request due to the inactivity at these slower seasonal times. MMMC will adjust the hours of operation as season approaches and the needs of the patron's change. Staff is in agreement of this change.

Director of OMB concurs with award. 

City Manager concurs with award 

Submitted by: Sherman Conrad

Title: Parks & Recreation Director

Date Submitted: August 6, 2012

RECEIVED

SEP 07 2012

City Manager's Office



INTER-OFFICE MEMO

TO: Lisa Lawrence, Contract Specialist, Office of Management and Budget

FROM: Sherman Conrad, Director, Parks and Recreation *SC*

RE: APPROVAL OF REQUEST TO MODIFY HOURS OF OPERATION-
MARTIN HEALTH SYSTEM FITNESS CENTER @ PSL
COMMUNITY CENTER

DATE: August 2, 2012

Pursuant to a request from Martin Health System to modify their hours of operation for the Fitness Center they lease from us at the Community Center, please allow this memorandum to serve as my approval of said request.

The current hours of operation for the Martin Health System Fitness Center are Mondays through Saturdays, 6 a.m. – 8:30 p.m., and Sundays, 8 a.m. – 2 p.m. Martin Health System is requesting to change their hours of operation to Mondays, Wednesdays, and Fridays, 6 a.m. – 8 p.m., Tuesdays and Thursdays, 6 a.m. – 3 p.m., and Saturdays and Sundays, from 8 a.m. – 2 p.m.

Please advise when confirmed and we will notify appropriate staff at Martin Health System. Thank you in advance for your courtesy and cooperation in this regard.

SC/pr

cc: Jay Liss, Recreation Administrator, Parks & Recreation
Melissa Jungjohan, Acting Administrative Assistant

2195 SE Airoso Blvd.
Port St. Lucie, FL 34984
Telephone: (772) 878-2277
Fax: (772) 871-5290

Lisa Lawrence

From: Faber, Matthew W. [Matthew.Faber@martinhealth.org]
Sent: Thursday, August 02, 2012 11:27 AM
To: Lisa Lawrence
Subject: Martin Health System Fitness Center @ PSL CC

Please see below for hours of operation (changes are in red)

Mon/ Wed/ Fri- 6am-8pm

Tue/ Thurs- 6am-3pm

Sat/ Sun- 8am-2pm

Thank you!

Matthew Faber MS, CPT
Site Supervisor SLW & PSL Fitness Centers
Martin Health System
office: (772)-785-5522
fax: (772)-785-5525
cell: (516)-702-4338

Please reply to the email address you are replying to: matthew.faber@martinhealth.org

From: Faber, Matthew W.
Sent: Thursday, August 02, 2012 10:54 AM
To: llawrence@cityofpsl.com
Cc: Faber, Matthew W.
Subject: Martin Health System Fitness Center @ PSL CC

To Whom It May Concern;

As we get into our slower economic season we monitor usage, employee coverage, as well as other operating expenses at the fitness center. We have adjusted staffing at our Fitness Center at the PSL Community Center to better utilize our full-time associates. In addition, due to utilization reports we would like to begin closing the center for business at 3PM on Tuesdays/ Thursdays. These particular times/ days off the week seem to be times with the least amount of foot traffic, therefore it is unlikely that the change in hours will upset the vast majority of our patrons. As "season" approaches, and our utilization increases we will again examine the utilization of the center. We look at utilization on an on-going basis. I am under the impression that the contract between the City and Martin Health System would have to be revised. If so, please let me know if I can assist in any way. Thank you for your time.

Matt Faber

Matthew Faber MS, CPT
Site Supervisor SLW & PSL Fitness Centers
Martin Health System
office: (772)-785-5522
fax: (772)-785-5525
cell: (516)-702-4338

Please reply to the email address you are replying to: matthew.faber@martinhealth.org

- (c) Tenant shall be responsible for all carpet/floor repairs and painting of leased space.
2. Hours of Operation. The hours of operation will be from 6:00 a.m. until 8:30 p.m., Monday through Saturday, and 8:00 a.m. until 2:00 p.m. on Sunday. The Center shall close on all City holidays. If it is found that the hours are not adequate, or upon first opening there is no demand for late/early hours, then they will be adjusted per agreement between Landlord and Tenant.
 3. The Tenant shall provide the City with monthly participation numbers.
 4. The Tenant shall provide the City with a list of current members on a quarterly basis; the information shall include, name, address and telephone numbers for each member. The City agrees not to use this list in formation of a solicitation, nor shall the list be sold for any other venture.
 5. The Tenant shall meet with City staff on a quarterly basis to discuss any issues.
 6. Should the membership become too crowded for safe operation, memberships will be limited to Port St. Lucie residents (given that expansion and hour changes cannot be made).
 7. The Tenant will handle all complaints that arise from the operation of the center pursuant to written policies approved by Landlord.
 8. The Center will be staffed by qualified personnel.

C. TENANT'S RELATIONSHIP TO THE LANDLORD.

1. The Tenant as Independent Contractor. It is expressly agreed and understood that the Tenant is in all respects an independent contractor as to the operation of the Center. The method utilized to operate the Center shall be the responsibility of the Tenant.
 - (a) The day-to-day supervision and control of the Tenant's employees and subcontractors is the responsibility solely of the Tenant.
 - (b) The Landlord shall, additionally, throughout the life of the Lease have the right of reasonable approval or rejection of all planned educational programs.
2. Subcontracting. The Tenant may not subcontract services to be performed hereunder without the prior approval of the Landlord, which shall not be unreasonably withheld. No such approval will be construed as making the Landlord a party to, such subcontract nor shall approval be construed as subjecting the Landlord to liability of any kind to any subcontractor. No subcontract shall, under any circumstances, relieve the Tenant of its liability and obligation under this Lease.
3. Deficiencies. In the event that the Landlord determines that there are deficiencies in the services provided by the Tenant under the Lease, the Landlord shall notify the Tenant in writing as to the precise nature of any such deficiencies. Within ten (10) working days of receipt of such notice, Tenant shall take reasonable steps to correct any deficiencies.
4. Advertising and Erecting Signs.
 - (a) The Tenant shall be required to submit any proposed erection of a sign either inside or outside the premises at least ten (10) days prior to the proposed advertisement date.

Lease Agreement Amendment

Contract #20090120

Amendment # 2

Date: _____

Contract Title: Lease Agreement for Wellness/Fitness Center-Employee Health & Fitness Center Program

Contractor's Name: Martin Memorial Medical Center, Inc.

Current Expiration: Continuing Contract

The following modifications to the Terms and Conditions contained in Lease Agreement #20090120 between Martin Memorial Medical Center, Inc. (MMMC) dated December 19, 2011 and the City of Port St. Lucie (City) are hereby incorporated and made a part of that Agreement.

1. With this Amendment, Martin Memorial Health and Fitness Center located at the Community Center will seasonally change the hours of operation as noted below and is hereby incorporated and made a part of this Agreement. The start and end dates will be determined and mutually agreed by both parties. MMMC will notify the City, in writing thirty (30) day prior to future changes to the hours of operation.

Monday/Wednesday/Friday:	6:00am until 8:00pm
Tuesday/Thursday:	6:00am until 3:00pm
Saturday/Sunday:	8:00am until 2:00pm

2. All other terms and conditions of the original Lease Agreement and/or Addenda apply.

(Balance of page left intentionally blank)

IN WITNESS WHEREOF, the parties have executed this Agreement at Port St. Lucie Florida, the _____ day of _____, 2012.

CITY OF PORT ST. LUCIE FLORIDA

By: _____
City Manager

ATTEST:

By: _____
City Clerk

By: _____
Authorized Representative of **Martin Memorial Medical Center, Inc.**

State of: _____

County of: _____

Before me personally appeared: _____
(please print)

Personally known _____

or Produced Identification: _____
(type of identification)

Identification No. _____

known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that _____ executed said instrument for the purposes therein expressed.
(he/she)

WITNESS my hand and official seal, this _____ day of _____, 20____.

Notary Signature

Notary Public-State of _____ at Large

My Commission Expires: _____.

(seal)