

Introduced by _____

First Reading _____

Second Reading _____

Ordinance No. _____

Council Bill No. B 129-13

AN ORDINANCE

authorizing a facilities and services agreement with The Curators of the University of Missouri for the use of Peace Park for the Fourth of July Celebration and Fireworks Display; and fixing the time when this ordinance shall become effective.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF COLUMBIA, MISSOURI, AS FOLLOWS:

SECTION 1. The City Manager is hereby authorized to execute a facilities and services agreement with The Curators of the University of Missouri for the use of Peace Park for the Fourth of July Celebration and Fireworks Display. The form and content of the agreement shall be substantially as set forth in "Exhibit A" attached hereto and made a part hereof as fully as if set forth herein verbatim.

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

PASSED this _____ day of _____, 2013.

ATTEST:

City Clerk

Mayor and Presiding Officer

APPROVED AS TO FORM:

City Counselor



University of Missouri-Columbia

Facilities and Services Agreement

This agreement is entered into by and between The Curators of the University of Missouri on behalf of the University of Missouri-Columbia, hereinafter referred to as "University" and *City of Columbia Parks and Recreation, hereinafter referred to as "Organization", for the use of Peace Park (facility) additionally Parking Lot RC-19 will be closed for 4th of July celebration. In consideration of the mutual benefits to be derived hereunder, the parties agree to the following terms and conditions: ** the City of Columbia, Missouri on behalf of*

A. Purpose of Use

University agrees to make available facilities as specified above including, but not limited to, campus parking facilities, sidewalks, ramps, stairs, campus transportation facilities which provide access to the leased facility; services including reasonable heat or air conditioning, and light for ordinary use only. University shall not be held liable for any delays, failures, or accidents which may affect such services and facilities.

B. Date of Use

The Performance will be held on July 4, 2013, provided, however, that University may terminate this agreement with 10 days prior written notice if use of the demised premises interferes with activities of the University. In such event, any prepaid rent shall be refunded to Organization.

The organization agrees to pay University for rental of said units and for the use of facilities \$10.00 + out of pocket expenses to be billed after the event (security, clean-up, damages-if any). On execution and delivery of this agreement, a deposit of \$0.00 is required. Any changes to the original agreement will be in writing and signed by both parties.

C. Other Conditions

1. *To the extent allowed by law,* Organization agrees to indemnify, protect, defend and hold harmless University and its officers and agents, employees and students from any and all liability including claims, demands, losses, costs, damages, and expenses of every kind and description (including death) or damage to persons or property arising out of organization's use of University facilities and services. *Nothing contained herein shall be deemed a waiver of Organization's sovereign immunity.*
2. The Organization may advertise any performance, exhibition, attraction, or public display which meets with the approval of University as to the means and manner of such advertising. No programs shall be sold without the consent of UMC Business Services.
3. The Organization will comply with all rules and requirements of the University Police Department and other appropriate authorities, and will obtain and pay for all necessary permits and licenses, and will not do or suffer to be done anything

on said premises during the term of this agreement in violation of law or University rules and regulations.

4. All decorations used inside of the building must be non-flamatory materials or fire-proofed. Nothing should be placed to impede the ventilating system. No booths or obstructions of any kind shall be allowed in front of exits, restrooms, and /or water fountains. The organization shall not injure or mar, or in any manner deface said premises; that no bills, signs, or other articles shall be posted, nailed or otherwise attached to any part of the interior of said building in such manner as to injure, deface, or destroy the same, nor shall any signs, bills, or other articles be in any manner attached to the exterior walls of said premises without the approval of UMC Business Services. Organization covenants and agrees that it will, upon the termination of the terms hereof as herein provided, surrender the premises in as good order and condition as existed at the commencement of the term hereof, acts of God and ordinary wear and tear excepted.
5. Neither the Organization nor any person attending functions covered by this agreement shall bring onto, or possess on University premises, animals, pets, weapons, contraband, fireworks, or other controlled substances.
6. Said Organization shall not assign this lease or suffer any use of said premises other than herein specified, or let any article be brought into or act done on said premises which vitiate or increase the premiums of the policy or policies of insurance held by University on its building, of which said premises are a part.
7. University shall have, at all time, free access to said premises for the purpose of making necessary inspections or attend to any other matter which is usual and customary in the managing and regulating of said facility. That the keys and other locking devices shall at all times be in the possession and control of the University.
8. That University and its employees, servants, and agents shall not be responsible for any damage or injury that may happen to the property of the organization's agents, servants, and employees, or to property that may belong to any other person including any of the general public that may attend said leased portion of the facility when said loss arises from theft, fire or any other circumstance.
9. That University, through its concessionaire, shall have the sole right to sell or serve refreshments, including food, confectionary, drinks (excluding alcoholic beverages), cigars, cigarettes, and other such articles; the sole right to sell or vend programs, librettos, souvenirs, and novelties, and the right to conduct check stands and organization shall not engage in any of the aforesaid businesses in the facility.
10. Extra charges shall be paid for labor and materials when an excessive amount of cleaning is required to return the areas used to their prior condition. Extra charges will also be due for damages resulting from cigarette burns, chewing gum, loss or misuse of any furnishings or grounds equipment where repairs or replacements are required.

11. University does not assume responsibility for damage to or loss of any materials or equipment left in the facility, on display, or in storage.
12. Organization shall assume financial responsibility for changes generated by errors or omissions of scheduling information. Collection of charges from participants shall be the responsibility of the organization.
13. The Organization and University thereby agree, stipulate and recognize that in the entering of this agreement and lease, they are not in any way partners, co-partners, or in any way jointly interested in any mutual enterprise, but are to each other ~~lessor~~ ^{lessee} and ~~lessee~~ ^{lessor} respectively, and occupy that status only.
14. Organization agrees to give University immediate possession of said premises upon University's demand therefore in event the United States Government, or any of its departments or agencies requests University to make such space available for their use. In the event of such surrender of the space, any unearned rent and any portion of the organization's deposit which represents unearned rent shall be refunded to the organization.
15. Organization agrees in case the building or premises or any part thereof, shall be destroyed or damaged by fire or any other cause, or if any other casualty or unforeseen occurrence, including strikes, labor disputes, lockouts, boycotts, and civil insurrections, shall render the fulfillment of this lease or any of the terms thereof by the Lessor impractical or impossible, then and thereupon this lease shall terminate; and in the event the term of this lease shall have begun prior to any such occurrence, the Lessee shall pay rental for said premises for the number of hours for the unit leased at the rate herein specified.

The Curators of the University of Missouri

By: _____

Lisa J. Wimmenauer, Associate Director
Business Services

CITY OF COLUMBIA, MISSOURI

By: _____
Mike Matthes, City Manager

ATTEST:

APPROVED AS TO FORM:

By: _____
Sheela Amin, City Clerk

By: _____
Nancy Thompson, City Counselor

APPENDIX A

INSURANCE BY PRESENTOR

Presentor agrees to carry during the performance of this Agreement and at Presentor's own expense, commercial General Liability Insurance (comparable to Comprehensive General liability Insurance) against all claims or suits with the following minimum limit of liability:

\$1,000,000 combined single limit for bodily injury and property damage, per occurrence and aggregate.

The insurance policy shall name "The Curators of the University of Missouri" as an "additional insured" and shall contain a "Severability of Interest" provision.

In addition to the above coverage, the presentor shall provide for Workers' Compensation coverage at statutory limits and Employers' liability coverage with a minimum limit of \$1,000,000 per occurrence and aggregate.

All insurance policy(s) shall provide that the required insurance shall not be cancelled or altered, except after 10 days written notice has been given to "The Curators of the University of Missouri" at 311 Jesse Hall, Columbia, Missouri.

A certificate of insurance evidencing the above requirements is to be filed with the Curators at 311 Jesse Hall, 14 days prior to the date of the performance. All insurance coverages shall be written by carriers which are acceptable to and approved by "The Curators of the University of Missouri".

Organization: _____

THE CURATORS OF THE UNIVERSITY
OF MISSOURI

By: _____

Lisa Wimmenauer
Associate Director
Business Services



Source: Parks and Recreation

ms

Agenda Item No:

To: City Council

From: City Manager and Staff

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Council Meeting Date: May 6, 2013

Re: Agreement with University of Missouri for Use of Peace Park for Fourth of July

EXECUTIVE SUMMARY:

The Parks and Recreation Department is requesting an ordinance that authorizes the City Manager to sign an agreement with the University of Missouri for use of Peace Park and Parking Lot R-19 for the annual City-Wide Fourth of July Celebration. The event will be held in the downtown area as in 2012.

DISCUSSION:

Last year, the City of Columbia entered into an agreement with the University of Missouri for the lease of MU's Peace Park to be utilized as the main stage venue and have received permission to use the park for the same purposes this year. Children activities and additional entertainment will be in Flat Branch Park and on 4th Street. Fireworks will be shot from the City of Columbia's 6th and Cherry parking garage as allowed by Public Works. This event is coordinated by the City of Columbia Parks and Recreation Department with the support of other city departments including Public Works, Fire and Police Departments.

Under the terms of this Agreement, the City provides to the University a Certificate of Insurance for this event and agrees to pay a \$10 fee plus fees billed after the event for security, clean-up and damages (if any).

FISCAL IMPACT:

The fiscal impact of this council action is \$10 for the use of the University of Missouri's Peace Park plus an estimated \$700-\$800 for MU security and clean-up. The total estimated cost for the entire Fourth of July event is \$30,000. The P&R Department budgets \$6,600 in city funds for the event and raises the remaining funds through public and private sponsorships.

VISION IMPACT:

<http://www.gocolumbiamo.com/Council/Meetings/visionimpact.php>

This event addresses vision goal 12.2 which identifies the need for outstanding, exciting, and diverse recreational opportunities for the citizens of Columbia. Goal. 12.2 also encourages the use of public and private partnerships to help meet those needs. The Fourth of July celebrations is an outstanding partnership between the City of Columbia, the University of Missouri, downtown merchants, and non-profit/private sector organizations.

SUGGESTED COUNCIL ACTIONS:

Approve the ordinance authorizing the City Manager to enter into the attached agreement with the University of Missouri.

FISCAL and VISION NOTES:					
City Fiscal Impact Enter all that apply		Program Impact		Mandates	
City's current net FY cost	\$10.00	New Program/ Agency?	No	Federal or State mandated?	No
Amount of funds already appropriated	\$10.00	Duplicates/Expands an existing program?	No	Vision Implementation Impact	
Amount of budget amendment needed	\$0.00	Fiscal Impact on any local political subdivision?	No	Enter all that apply: Refer to Web site	
Estimated 2 year net costs:		Resources Required		Vision Impact?	Yes
One Time	\$0.00	Requires add'l FTE Personnel?	No	Primary Vision, Strategy and/or Goal Item #	12.2
Operating/ Ongoing	\$0.00	Requires add'l facilities?	No	Secondary Vision, Strategy and/or Goal Item #	
		Requires add'l capital equipment?	No	Fiscal year implementation Task #	