

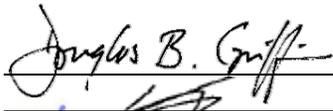
**CITY OF PALMER
ACTION MEMORANDUM NO. 13-028**

Subject: Authorize the City Manager to Enter into a Use Agreement with the Palmer High School Grad Blast Committee and to Grant a One Time Fee Waiver of the Normal Fee for use of the MTA Event Center for the Palmer High School Grad Blast

Agenda of: March 26, 2013

Council Action: _____

Approved for presentation by:

City Manager City Attorney City Clerk	 _____  _____
------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Certification of Funds:

Total amount of funds listed in legislation:	\$ <u>500</u>
This legislation (√):	
<input type="checkbox"/> Has no fiscal impact	
Creates:	
<input type="checkbox"/> A negative fiscal impact in the amount of:	\$ _____
<input checked="" type="checkbox"/> A positive fiscal impact in the amount of:	\$ <u>500</u>
<input type="checkbox"/> Funds are budgeted from this (these) line item(s):	
➤ 01-00-00-3002	\$ _____
<input type="checkbox"/> Funds are not budgeted. Budget modification is required. Affected line item(s):	
➤	\$ _____
Unrestricted/undesignated fund balance (after budget modification)	\$ _____
Director of Finance signature certifying funds:	 _____

Attachment(s):

- MTA Events Center Use Agreement

Summary statement: The Palmer High School Grad Blast Committee annually provides a safe and secure location to allow the graduating class of Palmer High School to celebrate this important milestone in their lives. Nationally, the months leading up to high school graduation often are marked by tragic car collisions involving soon-to-be graduates. Often, alcohol is involved and there is little, if any adult supervision.

The Palmer High School Grad Blast Committee has requested use of the MTA Events Center to provide a location for this annual celebration.

The Grad Blast is scheduled for May 15, 2013, from 10:30 pm to May 16 at 3:30 am. The set up

on May 14 is estimated to take four hours. The cleanup will take from 3:30 until 6:30 am. The Grad Blast Committee will perform the set-up, will provide chaperones for the event, and will clean up at the close of the event. The City will staff the event with one employee to assist with any facility-specific needs that may arise.

During non-ice time, the normal rental rate for the MTA Events Center is \$150 per hour. The Administration recommends that Council authorize the MTA Events Center for use for this event for the rate of \$500.

Granting this one-time fee waiver for this event is in the best interest of the City because it will help to protect the public's health, safety, and welfare by providing a controlled venue for the City's graduating youth.

Administration recommendation: Approve action memorandum 13-028.



City of Palmer

MTA Events Center

1317 Kerry Weiland Way
Palmer, Alaska 99645-6952

Phone (907) 746-4231 Fax (907) 746-3570

www.cityofpalmer.org



MTA EVENT CENTER USE AGREEMENT

This agreement, dated this _____ day of _____, 20____, entered into between the CITY OF PALMER, hereby referred to as CITY and:

ORGANIZATION NAME: _____

AUTHORIZED CONTACT: _____

ADDRESS: _____

Hereby referred to as PERMITTEE, covers the use of the MTA EVENT CENTER (hereinafter referred to as "Ice Arena") by the PERMITTEE.

1. The term of this permit is for the MTA Event Center Schedule (schedule) as established between the CITY and PERMITTEE for events during the **FALL/WINTER 2012/2013** season. The schedule for PERMITTEE will be provided by the City and is subject to change when agreed by both parties.
2. A user fee is assessed per hour of use. The current fee schedule is as follows:

August 1 2012 – March 31, 2013 – Non Prime

Fees – Ice rental is \$155 per hour for a nonprime sheet

Monday through Friday	10:00 a.m. to 5:00 p.m.
Monday through Thursday	9:00 p.m. to 11:00 p.m.
Fridays and Saturdays	10:00 p.m. to 11:00 p.m.
Sundays	9:00 p.m. to 11:00 p.m.

August 1 2012 – March 31, 2013 – Prime

Fees: - Ice Rental is \$190 per hour for a prime sheet

Monday through Thursday	5:00 p.m. to 9:00 p.m.
Fridays	5:00 p.m. to 10:00 p.m.
Saturdays	8:00 a.m. to 10:00 p.m.
Sundays	8:00 a.m. to 9:00 p.m.

Fees for high school varsity hockey is \$205 per hour.

3. Under this agreement, the total amount of monthly fees are payable in full within 30 days of invoice date.
4. Interest will be charged to PERMITTEE at 1.5% per month (annual rate of 18%) on the unpaid balance. If the total monthly fee is not paid in full, with accrued interest, within SIXTY (60) days of invoice, this use agreement shall be revoked and all subsequent scheduled use by PERMITTEE shall be cancelled.
5. Effective September 1, 2008, PERMITTEE must provide a minimum of FORTY-FIVE (45) days advanced **written** notice of cancellation of scheduled ice time. If PERMITTEE fails to give such advance notice, PERMITTEE agrees to pay the full payment of the unsold portion of cancelled ice time.
6. PERMITTEE hereby guarantees and assumes full and exclusive responsibility for all damages or losses to property, fixtures, and equipment belonging to CITY if caused by PERMITTEE or its respective students, members, staff, agents, or guests participating in or observing events during the term covered by this agreement and utilized by the PERMITTEE. PERMITTEE will notify CITY immediately of any vandalism, damages or losses to CITY property, fixtures and equipment.
7. PERMITTEE hereby guarantees and assumes full and exclusive responsibility for the safety of the persons and property of all participants and events including, without limitation, players, participants, staff, officials, agents or lessee, spectators, and members of the public in attendance during the term covered by this agreement and utilized by the PERMITTEE. PERMITTEE will notify CITY immediately of any accidents or injury that occurs during PERMITTEE events in or on CITY property and grounds.
8. PERMITTEE will comply with all reasonable rules, regulations and codes of conduct established by the CITY. The CITY reserves the right to eject any person and/or the PERMITTEE organization from the facility for noncompliance at the sole and absolute discretion of the CITY'S supervisor in charge.
9. The CITY shall have the right upon reasonable notice to PERMITTEE, to pre-empt use of the ice arena.
10. PERMITTEE has the responsibility to inspect the ice arena before each activity and shall report any defects to ice arena personnel immediately.
11. The PERMITTEE shall indemnify, defend, and hold and save the CITY, its elected and appointed officers, agents, and employees harmless from any and all claims, demands, suits, or liability of any nature, kind, or character, including costs, expenses, and attorney's fees. The PERMITTEE shall be responsible under this clause for any and all legal actions or claims of any character resulting from injuries, death, economic loss, damages, violation of statutes, ordinances, constitutions, or other laws, rules or regulations, contractual claims, or any other kind of loss, tangible or intangible, sustained by any person, or property arising from PERMITTEE'S or PERMITTEE'S officers, agents, employees, partners, attorneys, suppliers, and subcontractors' performance or failure to perform this agreement in any way whatsoever. This defense and indemnification responsibility includes claims alleging acts or omissions by the CITY or its agents which are said to have contributed to the losses, failure, violations, or damage. However, the PERMITTEE shall not be responsible for any damages or claim arising from the sole negligence or willful misconduct of the CITY, its agents, or employees.
12. CITY is not responsible for any lost, stolen, or misplaced personal items or equipment of the PERMITTEE including but not limited to, items left unattended in the locker rooms or main arena.
13. PERMITTEE is responsible for compliance with the Americans with Disabilities Act, as it relates to the event, performance, and services to be provided for individuals with disabilities.

14. PERMITTEE shall not deny participation in or admission to any event of the PERMITTEE nor membership in PERMITTEE'S group(s), because of race, creed, color, national origin, sex, or religion.
15. PERMITTEE agrees to abide by the CODE OF CONDUCT included with this agreement as well as all rules and regulations posted at the arena.

THIS AGREEMENT, subject to all the provisions set forth above, and attachments hereto, does hereby license PERMITTEE and the bona fide members of PERMITTEE to the use of the CITY ice arena for the purpose of ice skating participation for members and guests of PERMITTEE's events during the term established by this agreement.

I (we) further state that I (we) have authority to act in behalf of the above-named organization (PERMITTEE), acknowledge receipt and reading of this agreement and the Code of Conduct, and receipt of the Palmer Ice Arena Schedule.

ORGANIZATION NAME – Please print	DATE:
AUTHORIZED REPRESENTATIVE: Please print	AUTHORIZED REPRESENTATIVE: Please sign
PHONE NUMBER(S)	FAX NUMBER:
E- MAIL ADDRESS	
PALMER ICE ARENA MANAGER SIGNATURE:	DATE:

MTA EVENT CENTER USE AGREEMENT CODE OF CONDUCT

1. Skating sessions shall begin and end according to the final posted schedule.
2. Coach's and organization leadership are responsible for ensuring the following: **THERE ARE NO EXCEPTIONS**
 - a. Everyone must stay off the boards and off the ice during resurfacing.
 - b. The locker rooms must be left clean after each use.
 - c. Do not leave gear or personal items unattended.
 - d. Abuse and vandalism of arena facilities is prohibited. Any damage must be reported to the arena supervisor immediately.
 - e. Off-ice shooting of pucks or other objects is prohibited.
 - f. Children under 9 years of age must be under the supervision of a parent/guardian.
 - g. Use of alcoholic beverages or illicit drugs in any form is prohibited on arena premises, including all buildings and grounds.
 - h. Smoking is prohibited within the arena buildings.
 - i. Fighting, betting, gambling or any other illegal activity is prohibited.
 - j. **In the event of an accident, contact the arena supervisor immediately.** First-aid equipment is located in the arena office; however, organizations are responsible for providing first-aid equipment for their events.
 - k. **In the event of a fire, pull the fire alarm located at each exit of the building.** The arena supervisor shall act accordingly and direct participants out the nearest exit.
3. The arena supervisor may stop any and all activities at any time, if there are violations of the code of conduct, other arena rules, regulations, or any of the provisions set forth in the user agreement. Violations may result in revocation of the use agreement and cancellation of organization sheets for the rest of the season.
4. Rules and regulations posted at the MTA EVENT CENTER, and this code of conduct are supported by the Use Agreement which is the guiding principal document addressing use of the MTA EVENT CENTER.

PUCKS HURT – KEEP YOUR HEAD UP!!