



Legislation Text

File #: 09430, **Version:** 1

Fiscal Note

The City General Fund shall receive revenue of \$110 each year the contract is in effect.

Title

To authorize the Mayor and City Clerk to execute a three-year contract with the Isthmus Water Ski Club LTD. for the 2008 through 2010 seasons.

Body

WHEREAS, Isthmus Water Ski Club LTD. has provided the Madison community with free, wholesome family entertainment and provided educational programs; and

WHEREAS, the ski team desires to continue to provide the same in Lake Monona for the 2008 through 2010 water ski seasons; and

WHEREAS, the Alder for the aforementioned District hereby affirms his approval of the Contract,

NOW, THEREFORE BE IT RESOLVED That the Mayor and City Clerk be authorized to execute a three year contract with the Isthmus Water Ski Club LTD. for the 2008 through 2010 water ski seasons, subject to the following terms and conditions:

1. The Contract shall be for a term of three (3) years, and run from April 1 through October 31 each year. Any Isthmus Water Ski Club LTD jumps placed in the park outside of those time periods will be in violation of the contract.
2. The Ski Team shall pay to the City annual rent of \$110.00 each year, payable at the Parks Division's Administrative offices before April 1 of each year this Contract is in effect.
3. With the exception of the Ski Team's existing ski jumps, no construction, modification, improvement or alteration shall be undertaken on the Contract Premises without the prior written approval of the City's Parks Division, and any plans for any of the same are subject to the written approval of the City's Parks Division.
4. The Ski Team shall not assign the Contract or any part thereof without the prior written consent of the City, which consent the City may withhold in its sole discretion.
5. The Ski Team shall remove all ski jumps from the water and park area by October 31 of each year.
6. No storage of materials or equipment, including trailers or parking of vehicles shall be permitted on the grass, except the temporary and orderly placement of items directly related to the Ski Team's operations. The Ski Team understands that parking on the grass in the park or off the street will not be allowed except for off loading / on loading equipment.
7. The Ski Team shall be liable to and hereby agrees to indemnify, defend and hold harmless the City, and its officers, officials, agents, and employees, against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the City or its officials, officers, agents or employees for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damages to property, including loss of use thereof, arising from, in connection with, caused by or resulting from the acts or omissions of the Ski Team

and/or its officials, officers, agents, employees, assigns, guests, invitees, sublessees or subcontractors, in the performance of the Contract, whether caused by or contributed to by the negligent acts of the City, its officers, officials, agents, and employees. Additionally, the Ski Team shall carry commercial general liability insurance including contractual liability with no less than the following limits of liability, as may be adjusted, from time to time, by the City's Risk Manager: bodily injury, death and property damage of \$1,000,000 per occurrence. The policy or policies shall name the City as an additional insured.

8. The City shall have the right to terminate the Contract in the event of default by the Ski Team. Either party may terminate the Contract, at its sole election, upon 180 days written notice to the other party. Upon the termination of the Contract for any cause, any and all improvements installed by the Ski Team on the Premises shall be removed by the Ski Team at no cost to the City, and the Ski Team shall also restore the Premises to a condition equivalent to that which existed prior to the Ski Team's first use of the Premises.

BE IT FURTHER RESOLVED, that the Mayor and City Clerk are hereby authorized to execute any and all additional documents that may be required to complete this transaction.

BE IT FINALLY RESOLVED that all such agreements shall be in a form approved by the Risk Manager and the City Attorney.