

CONSENT AGENDA

CHARITABLE SOLICITATION AGREEMENT

The following is an agreement between the City of Abilene, Texas, a municipal corporation chartered under the laws of the State of Texas, ("City") and the Muscular Dystrophy Association, ("the MDA") for the purpose of allowing the MDA and its various volunteers and to solicit funds within the City owned/maintained public right-of-way for a specified period of time.

WHEREAS, the MDA is desirous of utilizing various sections of the public right-of-way owned/maintained by the City,

WHEREAS, the City finds that it is in the best interest of the community that that Association be allowed to use these sections of the public right-of-way,

THEREFORE, in consideration of the hereafter mentioned covenants, the parties agree as follows:

1.

That MDA may use those portions of the public right-of-way, designated by the City, for the purposes of conducting charitable solicitations. These solicitations may be conducted at between the hours of 7:00 a.m. and 7:00 p.m. from May 12, 2011, through May 14, 2011, as agreed to by the MDA and the City.

2.

That charitable solicitations under this agreement may be conducted only at locations authorized as follows:

The intersection of South 27th Street and Clack not including any state maintained and controlled right-of-way, and

The intersection of North 10th and Judge Ely.

3.

That for all purposes hereunder, the MDA, their employees, agents, representatives, participants, volunteers, volunteer agencies and invitees, regardless of employment status with the City, shall not, with respect to their acts or omissions under this agreement, be deemed agents or employees of the City. Further, the MDA shall indemnify, hold harmless and defend the City from and against any and all claims, liens, suits, demands, and/or actions for damages, injuries to persons (including death), property damage (including loss of use), and expenses (including court costs, attorney's fees, and other reasonable costs)

arising out of or incidental to the MDA, their employees, agents, representatives, participants, volunteers, volunteer agencies and invitees use of said public right-of-way as authorized in this agreement.

5.

That the MDA shall be solely responsible for the safety and health of all participants involved in solicitations. It is expressly understood and agreed that the MDA is solely responsible for any damages they may cause to the public right-of-way.

6.

That the MDA will provide all necessary equipment for solicitations, unless otherwise agreed to by the parties.

7.

That participants in these solicitations, including the MDA's employees, agents, representatives, participants, and volunteers, shall wear reflective vests while conducting solicitations.

8.

That during charitable solicitations under this agreement, the MDA will not infringe or solicit upon right-of-way owned/maintained by the State of Texas and accepts sole responsibility for any action taken by the State of Texas against such solicitation. The MDA further agrees to cease operations under this agreement if requested to do so by an officer of the City of Abilene Police Department.

9.

That the City may cancel this agreement at any time if the City determines that it is in its best interest to do so.

10.

That the MDA agrees to provide the City with a Certificate of Insurance showing that the Association has insurance or self-insurance coverage for General Liability in an amount not less than \$1,000,000. Said Certificate shall name the City of Abilene as an additional insured.

Entered into this ____ day of _____, 2011.

For the MDA:

(Signature)

(Printed Name)

(Title)

For the City of Abilene:

(Signature)

(Printed Name)

(Title)

Approved as to form:

City Attorney

City Council
Agenda Memo



TO: Larry D. Gilley, City Manager

City Council
Meeting Date: 4/28/2011

FROM: Mike Hall, Director of Community Services *MH*

SUBJECT: Oral Resolution Authorizing the City Manager to Execute the Zoo Operating Agreement

GENERAL INFORMATION

The City of Abilene and the Abilene Zoological Society, Inc. have operated the Abilene Zoo under the terms of a joint operating agreement since 1964. The current agreement expires in 2012. However, it was recently noted that one provision of the current agreement prohibited the Society from entering into any third party agreements inside the zoo. Such was the case with the recent "Train" amusement ride. Since the existing agreement would have been reviewed and updated next year, it was determined that it would be prudent to do that now in order to resolve this issue and address some other details that also needed attention.

SPECIAL CONSIDERATIONS

The City and Society operate the zoo under the terms of the Zoo Operating Agreement. The proposed changes to the existing agreement make it possible for the Society to enter into third party agreements for activities inside the zoo such as that needed for the amusement ride or with vendors the Society might use for an event. The proposed new agreement also spells out Society contributions for salaries for the zoo's Administrative Assistant and the newly created position of Veterinarian. The proposed new agreement also addresses the responsibilities for animals that are either owned by the Society or on loan to the zoo from other institutions. The new language also clearly sets out which personnel at the zoo are the City's and which are the Society's. Finally, the proposed agreement includes language about animal care that brings the agreement in line with the zoo's accrediting group, the Association of Zoos and Aquariums (AZA).

FUNDING/FISCAL IMPACT

NA

STAFF RECOMMENDATION

Staff recommends that City Council approve an oral resolution authorizing the City Manager to execute a new Zoo Operating Agreement with the Abilene Zoological Society, Inc.

BOARD OR COMMISSION RECOMMENDATION

The Board of the Abilene Zoological Society, Inc. and the Parks and Recreation Advisory Board both recommend the new agreement

ATTACHMENTS

Prepared by:

Name: Mike Hall

Title: Director of Community Service

Item No. 6.2

Disposition by City Council

- Approved Ord/Res# _____
- Denied _____
- Other _____

City Secretary

City Council
Agenda Memo



TO: Larry D. Gilley, City Manager
FROM: Don Green, Director of Aviation
SUBJECT: Amendment 1 to Task Order 24 with URS Corp.

City Council
Meeting Date: April 28, 2011

GENERAL INFORMATION

As part of the Airport's Airport Improvement Program (AIP) projects, Council approved Task Order 24 on April 22, 2010 for URS to manage construction and conduct materials testing and inspection for three construction projects. The original fee for this service was \$261,628.54. I am requesting approval of Amendment 1 to this task order in the amount of \$48,000 to cover anticipated increased testing quantities and additional inspection time due to one of the contractors exceeding the contract time.

The City would be reimbursed for 95% of this cost in AIP Grant 39 covering these projects.

FUNDING/FISCAL IMPACT

The City's ultimate cost of this amendment will be the remaining 5% at \$2,400.

STAFF RECOMMENDATION

Staff recommends that City Council authorize the City Manager to execute Amendment 1 to Task Order 24 of the URS Corp engineering contract.

BOARD OR COMMISSION RECOMMENDATION

The Airport Development Board approved its recommendation at its April 13th meeting.

Prepared by:

Name Don Green

Title Director of Aviation

Item No. 6.3

Disposition by City Council

- Approved Ord/Res#
- Denied

Other

City Secretary