



City of Grand Island

Tuesday, March 23, 2021

Council Session

Item G-20

**#2021-71 - Approving Multiyear Agreement with National 4-H for
Championship Event at Heartland Public Shooting Park**

Staff Contact: Todd McCoy

Council Agenda Memo

From: Todd McCoy, Parks and Recreation Director

Meeting: March 23, 2021

Subject: Approving Multiyear Agreement with 4-H for National Competition Fees

Presenter(s): Todd McCoy, Parks and Recreation Director

Background

Heartland Public Shooting Park (HPSP) host numerous regional and national shooting sports events which includes the National 4-H Championships.

Discussion

National 4-H coordinators requested to establish a formal multiyear agreement for fees charged for the annual National event held at HPSP each June. Based on input from City Finance, Legal, HPSP and 4-H coordinators the agreement was drafted.

| Fee Type | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 |
|---|-------------|-------------|-------------|-------------|-------------|-------------|
| Facility Fee: | \$ 7,350.00 | \$ 7,450.00 | \$ 7,600.00 | \$ 7,600.00 | \$ 7,650.00 | \$ 7,700.00 |
| Shotgun Sports Competition per participant/day: (per 100 targets) | \$ 22.75 | \$ 23.25 | \$ 23.75 | \$ 23.75 | \$ 24.25 | \$ 24.75 |
| Trap and Skeet Practice Rounds: (25 targets) | \$ 5.50 | \$ 5.75 | \$ 6.00 | \$ 6.25 | \$ 6.50 | \$ 7.00 |
| Sporting Clay Practice Rounds: (50 targets) | \$ 14.00 | \$ 14.50 | \$ 15.00 | \$ 15.50 | \$ 16.00 | \$ 16.50 |
| Rifle per participant/day: | \$ 8.00 | \$ 8.50 | \$ 9.00 | \$ 9.00 | \$ 9.50 | \$ 10.00 |
| Handgun per participant/day: | \$ 8.00 | \$ 8.50 | \$ 9.00 | \$ 9.00 | \$ 9.50 | \$ 10.00 |
| Muzzleloader per participant/day: | \$ 8.00 | \$ 8.50 | \$ 9.00 | \$ 9.00 | \$ 9.50 | \$ 10.00 |
| 3D Archery per participant/day: | \$ 7.00 | \$ 7.50 | \$ 8.00 | \$ 8.00 | \$ 8.50 | \$ 9.00 |
| FITA and Field Archery per participant/day: | \$ 5.50 | \$ 6.00 | \$ 6.50 | \$ 6.50 | \$ 7.00 | \$ 7.50 |
| Hunter Skills per participant/day: | \$ 7.00 | \$ 8.00 | \$ 9.00 | \$ 9.00 | \$ 9.50 | \$ 10.00 |
| Up to three Golf Cars for 4H Staff Use Each Day: | Free | Free | Free | Free | Free | Free |
| Additional Golf Cars: | \$ 50.00 | \$ 55.00 | \$ 55.00 | \$ 55.00 | \$ 55.00 | \$ 60.00 |

Alternatives

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve the multiyear fee agreement with 4-H to host the National Championships at HPSP.

Sample Motion

Move to approve the fee agreement with 4-H.

HEARTLAND PUBLIC SHOOTING PARK AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2021, by and between the **CITY OF GRAND ISLAND, NEBRASKA**, a Municipal Corporation, hereinafter referred to as “City”, and the **Board of Regents of the University of Nebraska a public body corporate and governing body of the University of Nebraska-Lincoln and the Extension Administration and State 4-H Program**, hereinafter referred to as “UNL”.

WHEREAS, the City is committed to hosting the 4-H Shooting Sports National Championships at the Heartland Public Shooting Park, hereinafter referred to as “HPSP”; and

WHEREAS, UNL is the current Land Grant University for National 4-H Shooting Sports; and

WHEREAS, the City is willing to host the event beyond 2023 should the University of Nebraska at Lincoln continue to serve as the host Land Grant University; and

WHEREAS, UNL and City agree to lock in multiyear fees.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the City and UNL agree as follows:

1. **RESPONSIBILITIES.**

- a. The City agrees to keep the ranges at HPSP in good and workable order.
- b. The City agrees to allow UNL exclusive use of the ranges for the 4-H Shooting Sports National Championship on the following dates:
 - i. June 20-25, 2021
 - ii. June 26-July 1, 2022
 - iii. June 25-30, 2023
 - iv. June 23-28, 2024
 - v. June 22-27, 2025
 - vi. June 21-26, 2026

2. **COMPENSATION.** In consideration of the City allowing the use of the Heartland Public Shooting Park, UNL agrees to pay the City the amounts as listed on Exhibit “A” to this agreement.

3. **TERM.** This agreement shall take effect on _____, 2021, after its approval by the City Council and execution by the Mayor, and shall terminate on July 1, 2026, unless agreed to by both parties.

4. **TERMINATION.** Either party may terminate this contract upon sixty (60) days written notice to the other party.

5. FORCE MAJEURE. Neither party shall be liable to the other party for the failure to perform any of the terms and conditions of this Agreement when such failure is attributable to an Act of God, by the government taking possession of the facility(s) or other government rules, regulations or actions, including, without limitation, any rule, regulation or action which would prevent Lessee from presenting any element of the Show, circumstances limiting the ability of the Show or its personnel to travel (such as, but not limited to, railroad, airline or bus strike or accident, severe weather conditions, act of terrorism, declaration of a national or state emergency, etc.), or by any other circumstances not under the control of such party. If any such event shall cause a delay but shall not be an independent reason for cancellation of an entire Engagement under this Agreement, the remaining performances of said Engagement shall be presented and this Agreement shall continue to be in full force and effect.

6. ENTIRE AGREEMENT. This agreement constitutes the entire agreement between the City and UNL notwithstanding any other oral agreements or understandings to the contrary and may be amended only in writing, approved and executed as required by law.

IN WITNESS WHEREOF, this agreement is executed by the respective parties.

CITY OF GRAND ISLAND, NEBRASKA,
A Municipal Corporation,

Stacy R. Jankof
Interim City Attorney

By: _____
Roger Steele, Mayor

Attest: _____
RaNae Edwards, City Clerk

Date: _____

THE BOARD OF REGENTS OF THE
UNIVERSITY OF NEBRASKA

By: _____
UNL Procurement Services

Date: _____

EXHIBIT "A"

| Fee Type | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 |
|---|-------------|-------------|-------------|-------------|-------------|-------------|
| Facility Fee: | \$ 7,350.00 | \$ 7,450.00 | \$ 7,600.00 | \$ 7,600.00 | \$ 7,650.00 | \$ 7,700.00 |
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| Up to three Golf Cars for 4H Staff Use Each Day: | Free | Free | Free | Free | Free | Free |
| Additional Golf Cars: | \$ 50.00 | \$ 55.00 | \$ 55.00 | \$ 55.00 | \$ 55.00 | \$ 60.00 |

UNIVERSITY OF NEBRASKA

Addendum # 1 to the agreement between the **Board of Regents of the University of Nebraska** for and on behalf of the University of Nebraska-Lincoln and its AEM/FCH Business Center (University) and the City of Grand Island, (Service Provider) dated March 4, 2021. The following items are hereby incorporated into this agreement and will take precedence over any conflicting terms.

WHEREAS, the parties hereto agree that the Agreement is amended as stated herein and that this Addendum shall be incorporated into the Agreement and made a part thereof.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties agree as follows:

1. **Assignment.** This Agreement is non-assignable and non-transferrable. Any attempt by either party to assign its obligations hereunder shall be void.
2. **Governing Law and Forum.** This Agreement shall be governed by the laws of the State of Nebraska. Any legal actions brought by either party hereunder shall be in the District Court of Lancaster County, Nebraska.
3. **Liability.** Service Provider agrees to indemnify and hold the University, its regents, officers, employees, agents and students, harmless from any loss, claim, damage or liability of any kind arising out of or in connection with the performance of the Services by the Service Provider.
4. **Work Status Verification.** Company and its subcontractors shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska pursuant to Neb. Rev. Stat. §§ 4-108 to 4-114 as amended.
5. **Debarment List.** No contract shall be awarded to any Party listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with Executive Orders 12549 and 12689, "Debarment and Suspension," (the "Debarment List"). For contracts which in the aggregate exceed \$25,000, the Party specifically warrants and represents that it is not included on the Debarment List. The Party further agrees that should it be included on the Debarment List at the time the contract is signed, or at any time during which it performs its contractual obligations pursuant to the contract, such listing shall be considered a material breach of the contract between the University and the Undersigned.
6. **Pursuant to Nebraska's Taxpayer Transparency Act (Neb. Rev. Stat. §84-602.01)**, as may be amended, as of January 1, 2014, the University of Nebraska is required to provide the Nebraska Department of Administrative Services with a copy of each contract that is a basis for an expenditure of state funds, including any amendments and documents incorporated by reference in the contract. Copies of all such contracts and documents will be published by the Nebraska Department of Administrative Services at www.nebraskaspending.gov. It shall be the sole responsibility of the Contracting Party to notify the University of any requested redactions to such contracts and documents under Neb. Rev. Stat. 84-712.05(3) at the time of execution.
7. **Equal Opportunity.** This Service Provider and subcontractors shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered Service Providers and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.
8. **Nondiscrimination.** In accordance with the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §48-1122, Service Provider agrees that neither it nor any of its subcontractors shall discriminate against any employee, or applicant for employment to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions or privilege of employment because of the race, color, religion, sex, disability, or national origin of the employee or applicant.
9. **Logos or University Marks.** The Service Provider shall not use or display any University campus name, logo, trademark, service mark (individually a "Mark" and collectively the "Marks") and/or other indicia designated by the University as a source identifier, unless expressly authorized in writing by the University. Any unauthorized use of University Marks is expressly prohibited.
10. **Right to Audit Privilege.** The University reserves the right to audit or inspect work performed by the Service Provider under this Agreement. The University may participate directly or through an appointed representative, e.g. external auditor, in order to verify that the Services related to this agreement have been performed in accordance to the procedures indicated.
11. **Purchase Order Requirement.** A Purchase Order shall be issued by the University to the Undersigned for payment in accordance with the terms of this Agreement. All invoice(s) submitted by the Undersigned shall make reference to the appropriate Purchase Order number to be eligible for payment.
12. **Conflict of Interest.** No article or service shall be purchased from any University faculty or staff member without prior approval by the Vice Chancellor of Business and Finance and any such approved purchase shall comply fully with the requirements of the conflict of interest provisions of the Nebraska Political Accountability and Disclosure Act, Neb. Rev. Stat., §§ 49-1493 through 49-14,104. Service Provider certifies, to the best of its knowledge and belief, that there are no potential organizational conflicts of interest related to this Agreement. If Service Provider cannot so certify, it shall provide a disclosure statement to the University, which describes all relevant information concerning any potential conflict of interest under this Agreement. In the event the potential conflict of interest cannot be resolved, the University may declare this Agreement void and of no further force or effect and the University shall have no further obligations hereunder.
13. **Compliance.** Service Provider will comply with all applicable laws, rules, regulations, ordinances and University policies in providing the Services.
14. **Insurance.** The Service Provider shall at its own expense obtain and maintain throughout the term of this Agreement general commercial liability insurance against claims for bodily injury, death and property damage with limits of not less than one million dollars (\$1,000,000) per occurrence, and three million dollars (\$3,000,000) general aggregate, naming The Board of Regents of the University of Nebraska

Revised June 2020

as an additional insured, to cover such liability caused by, or arising out of, activities of the Service Provider and its agents and/or employees while engaged in or preparing for the provision of the Services. The Service Provider shall furnish to the University certificates of insurance evidencing that such insurance has been procured prior to commencement of such work.

15. The estimated total amount in US Dollars is: **\$173,882.00.**

For University Department Approval (If Applicable)

Signature: _____

Printed Name: _____

Date: _____

Title: _____

For The Board of Regents of the University of Nebraska

Signature: _____

Printed Name: _____

Date: _____

Title: _____

For the Service Provider

Signature: _____

Printed Name: Roger Steele

Date: _____

Title: _____

I affirm that if I am an employee of the University of Nebraska, I have notified buyer of my status as such and that this contract must be completed in accordance with Board of regents Policy 6.2.1.16, Purchases Involving University Personnel.

Stacy R. Warkol
Interim City Attorney

Notice. Any notice to either party hereunder shall be in writing and shall be served either personally or by registered or certified mail addressed to the following individuals:

To the Service Provider:

Name: Roger Steele, Mayor

Address: 100 East First Street

City, State, Zip Grand Island, NE 68801

Email: MayorSteele@grand-island.com

Phone: (308) 385-5444 ext. 140

To the University:

Name: Kathleen Lodl

Address: 211 AGH

City, State, Zip: Lincoln, NE 68583-0703

Email: klodl1@unl.edu

Phone: (402) 472-9012

RESOLUTION 2021-71

WHEREAS, the Heartland Public Shooting Park (HPSP) has become one of central Nebraska's premier recreational attractions for hosting numerous local, regional and national shooting events; and

WHEREAS, one of these events includes the National 4-H Championship Shoot; and

WHEREAS, the National 4-H Coordinators have requested to establish a formal multiyear agreement for fees charged for their annual National event; and

WHEREAS, based on input from Legal, Finance, HPSP and 4-H Coordinators a multiyear agreement was drafted.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Multiyear Agreement with the National 4-H Championships is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, March 23, 2021.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

| | |
|---------------------|-----------------|
| Approved as to Form | ☐ _____ |
| March 19, 2021 | ☐ City Attorney |