



Date July 9, 2007

AUTHORIZING PARK AND RECREATION DIRECTOR TO SIGN CAMP DODGE GROUNDS LEASE FOR USE OF LEADERSHIP REACTION COURSE AND TO SIGN FUTURE SIMILAR AGREEMENTS

WHEREAS, the Des Moines Park and Recreation Department is charged with providing programming for the residents of the City of Des Moines; and

WHEREAS, the Park and Recreation Department offers a program entitled Youth In Parks; and

WHEREAS, Youth In Parks is designed to provide community service projects, leadership skills and fun; and

WHEREAS, the Park and Recreation Department would like to take the Youth In Parks participants to the Camp Dodge grounds to participate in and use the Leadership Reaction Course and to participate in and use facilities offering other similar leadership and fun opportunities in the future; and

WHEREAS, the Iowa Army National Guard requires execution of a Lease for use of the Leadership Reaction Course on the Camp Dodge grounds; and

WHEREAS, a copy of the Lease for Use of Camp Dodge Grounds and Facilities is on file in the City Clerk's Office.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Des Moines, Iowa, that the Lease for Use of Camp Dodge Grounds and Facilities, which is on file in the City Clerk's Office, be and is hereby approved and the Park and Recreation Director is hereby authorized and directed to sign said Lease on behalf of the City and the City Clerk is hereby directed to attest to his signature.

BE IT FURTHER RESOLVED, that the Park and Recreation Director or his designee is hereby authorized to sign similar program participation or facility use agreements in connection with services or programs offered by the Park and Recreation Department subject to approval as to form of such agreements by the Legal Department. (Council Communication Number 07- 400)

Moved by _____ to adopt.

Approved as to Form:

Ann DiDonato

Ann DiDonato, Assistant City Attorney

COUNCIL ACTION	YEAS	NAYS	PASS	ABSENT
COWNIE				
COLEMAN				
HENSLEY				
KIERNAN				
MAHAFFEY				
MEYER				
VLISSIS				
TOTAL				

MOTION CARRIED

APPROVED

Mayor

CERTIFICATE

I, DIANE RAUH, City Clerk of said City hereby certify that at a meeting of the City Council of said City of Des Moines, held on the above date, among other proceedings the above was adopted.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

City Clerk

LEASE
FOR THE USE OF CAMP DODGE GROUNDS AND FACILITIES

This lease to use Camp Dodge Grounds and facilities is issued on _____, 2007 by the Adjutant General of Iowa to City of Des Moines, Iowa, through its Park and Recreation Department, hereafter called the **LESSEE**. This lease, to be used on _____, 2007, is issued for the following purpose and limited to the following activities:

POC: Laura Engels

POC phone number: (515) 208-0720

Lessee's Address:
Laura Engels
2100 SE 5th St
Des Moines, IA 50315

This lease is issued subject to following conditions.

1. The Lessee agrees to pay the following fees:

<u>FEE FOR</u>	<u>DATE</u>	<u>AMOUNT</u>
T27 Leadership Reaction Course	June 25, 2007	\$ 50.00

Total: \$ 50.00

Deposit(Separate Check)

No Charge

Payments should be made out to: **THE ADJUTANT GENERAL OF IOWA**
LESSEE INITIALS _____

2. **Liability:** The State of Iowa shall not be responsible for damages to property or injuries to persons which may arise from, or be incident to, the use of Camp Dodge grounds and facilities. The State of Iowa shall not be responsible for any claim, regardless of kind, related to activities undertaken pursuant to this lease. The lease shall indemnify and hold harmless the State of Iowa from any and all claims, damages, expenses and liabilities arising out of its use of Camp Dodge's grounds and facilities.

3. **Permits and Licenses:** The lessee shall obtain all permits and licenses required for its activities at Camp Dodge. The State of Iowa shall not be responsible for the lessee's failure to obtain such permits and licenses or to comply with any other requirements imposed upon the lessee for the conduct of its activities.

4. **Compliance With Laws:** The lessee shall comply with all applicable laws, ordinances, rules and regulations. The State of Iowa shall not be responsible for the lessee's failure to comply.

5. **Insurance:** The lessee shall obtain adequate insurance coverage for persons and property associated with activities conducted pursuant to this lease.

6. **Internal Security:** The lessee shall be responsible for internal security of personnel and property within the areas assigned to it. The lessee accepts full responsibility for the conduct of all persons admitted to Camp Dodge pursuant to this lease. The lessee shall report immediately any violations of laws, ordinances, rules or regulations, including the Camp Dodge Regulations, to Training Site, Building A8, 252-4576 or Camp Dodge Security at Building B 59 cellular number 240-3742.

7. **Liability for Damage to Camp Dodge:** The lessee shall at all times exercise due diligence in the protection of Camp Dodge grounds and facilities. In case any property of the United States or the State of Iowa is damaged or destroyed by the lessee incident to the use of Camp Dodge, the lessee shall Pay an amount sufficient to compensate for the loss sustained by the United States or the State of Iowa by reason of damages to, or destruction of, government property.

8. **Vacating Premises:** On or before the date of the expiration of this lease or its termination, the lessee shall vacate the grounds and facilities assigned to it and restore the grounds and facilities to as good order and condition as that existed upon its arrival.

9. **Cancellation by Adjutant General of Iowa:** This lease may be canceled by the Adjutant General of Iowa at any time and for any reason. No claim for damages to the lessee from any such cancellation shall be asserted or maintained against the State of Iowa.

10. **Cancellation by Lessee: Charges** will be assessed for the cost of all approved Facilities/Ranges if not canceled prior to 5 working days of scheduled use. The

lessee shall be liable for all expenses incurred by Camp Dodge for the period beginning 30 days prior to its anticipated arrival at Camp Dodge. Written notice of cancellation must also be received.

11. **Assignment:** This lease is not assignable or transferable.

In witness whereof, both parties have hereunto set their hands the day and written above.

By

/s/
WAYNE M. MAREK
MSG, IOWA ARMY NATIONAL GUARD
OPERATIONS NCOIC

CITY OF DES MOINES, IOWA

By

Donald M. Tripp, Park and Recreation
Director

Lessee's Initials _____

ATS Form 122

APPROVED AS TO FORM:

Ann DiDonato
Assistant City Attorney