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CITY OF BURLINGTON
DEPARTMENT OF PARKS AND RECREATION
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DIRECTOR
MARI STEINBACH,
CPRP, MPA

MEMO

TO: Board of Finance
FROM: Mari Steinbach, Director 
DATE: March 23, 2011
RE: Contract/Lease for Information Services, Waterfront

The Department of Parks & Recreation is requesting approval of a 1 year contract with the Lake Champlain Regional Chamber of Commerce (LCRCC) to allow its use of the Information Center on College Street on the Waterfront. This contract, by mutual consent between the Department and LCRCC, could be renewed for a second period of up to two years. Under this agreement LCRCC would provide information services to the public on behalf of the City, as well as to provide for the distribution of marketing and materials at the Burlington Community Boathouse and the North Beach Campground. The City will receive compensation from LCRCC in the amount equal to 30% of its net proceeds coming from ad and marketing revenues. In no event, shall compensation be less than \$1.00. Net proceeds are defined as gross revenues attributable to advertising and brochure sales, vending sales, and ATM fees less information center direct staffing costs, expenses related to advertising sales, brochure distribution and fit up costs.

Since 2003 the Department has operated the Information Center through lease agreement, and until this year the agreement was with Information Gallery. After a thorough and detailed process throughout last fall and winter, LCRCC is recommended to now receive the contract. Primary reasons for this recommendation include an intention to meeting minimal staffing hours set by the Department, the expression of new and creative advertising and marketing opportunities, and an alignment in mission and values in concert with a professional tenor.

The final draft of the agreement with LCRCC is attached for your review.

The Department respectfully requests approval of the contract so that summer operations may commence.

AGREEMENT
Between the
CITY OF BURLINGTON
PARKS & RECREATION DEPARTMENT
and
Lake Champlain Regional Chamber of Commerce

THIS AGREEMENT, dated as the _____ day of _____, by and between the City of Burlington, a Vermont municipal corporation, acting by and through its Board of Parks and Recreation Commissioners (hereinafter the CITY), and The Lake Champlain Regional Chamber of Commerce, a Vermont business with principle place of business in Burlington, Vermont (hereinafter LCRCC).

WITNESSETH

WHEREAS, the City owns an Information Center building, inclusive of public restrooms and welcome space, at the foot of College Street within the City of Burlington; and

WHEREAS, the City desires to use the Information Center to help disperse visitor information, directions, and literature relating to local businesses and attractions and recreation throughout the Lake Champlain region; and

WHEREAS, LCRCC desires to use the Information Center for dispersal of information and literature relating to local businesses and attractions throughout the Lake Champlain region and the state of Vermont; and

WHEREAS, LCRCC provides valuable information and directions to visitors of the waterfront; and

WHEREAS, LCRCC provides an extensive communication network (web, print and social media) among 2500 members, and the CITY wishes to access this network to enhance visitor and resident benefits and recreational experiences; and

WHEREAS, such use of a public thoroughfare for periods in excess of 30 days requires approval of the City Council under Charter Sec. 48XLIX and Burlington Code of Ordinances Chap. 27, Sec. 27-32;

NOW, THEREFORE, the parties have agreed to the following terms and conditions of this License Agreement:

1. CITY grants LCRCC the right to use the above mentioned location for a term of 1 year, commencing January 3, 2011 and terminating on December 31, 2011 or

sooner as provided herein. By mutual consent, agreed to by December 1, 2011, the agreement may be revised and extended for an additional two-year term. Reference paragraph number 7, below.

2. It is agreed that the hours of operation for the Information Booth will be 10:00am to 8:00pm daily from May 28, 2011 through September 5, 2011 and 11:00 am to 7:00 pm daily from September 6, 2011 to October 15, 2011 with due regard for weather occurrences and special events and circumstances. It is understood that these hours may be lessened if weather conditions warrant. LCRCC agrees to notify the Department via the Boathouse staff when weather conditions warrant closure. It is permissible for LCRCC to staff the Information Booth outside of the months and hours listed above, within this paragraph, should they choose, and is encouraged to explore special event opportunities. LCRCC and the Department will monitor traffic levels between September 6 and October 15, 2011 to be sure hours of operation are appropriate for daily traffic levels.
3. LCRCC must maintain the Information Booth in a manner which, in the sole discretion of the Director of the Parks and Recreation Department (hereinafter "Director"), befits the appearance of the city's waterfront.
4. LCRCC will at all times operate the Information Booth in an orderly manner. LCRCC shall not, with intent to cause public inconvenience or annoyance, engage in violent, tumultuous behavior, make unreasonable noise, use abusive or obscene language, make an obscene gesture, obstruct vehicular or pedestrian traffic, or engage in any conduct which is proscribed by Chapter 19 of Title 13 of the Vermont Statutes Annotated.
5. LCRCC shall not, on the premises or as a result of any business transaction, maintain, commit, or permit the maintenance or commission of any nuisance or violation of any applicable city ordinance, state or federal statute, or controlling bylaw, regulation or condition imposed whether existing at the time of commencement of this Agreement or enacted, amended, or otherwise put into effect during the term of this Agreement.
6. For the rights granted pursuant to this Agreement, LCRCC shall promote and distribute CITY literature and media at the three locations included in this agreement at no charge to the CITY. The CITY reserves the right to post special event and Waterfront services information at the Information Booth as needed.
7. If LCRCC wishes to extend the period of this license agreement, it shall give written notice of such desire to the CITY by November 15, 2011. The City shall have 15 days to consider such notice and will then provide due notice to LCRCC of its intent to renew.
8. CITY grants LCRCC the right to terminate this Agreement any time, provided LCRCC shall give written notice of such termination to CITY forty-five (45) days in advance of the termination dates as set forth in said notice.

9. Should the CITY need use of the land and/or the Information Booth, this License is revocable by the CITY within forty-five (45) days upon providing written notice to LCRCC.
10. LCRCC shall submit detailed plans and specifications for brochure and advertising options to CITY prior to making improvements or alterations to the Information Booth. No change, other than routine maintenance, shall be made without the written consent of CITY. All fixed improvements made to the Information Booth at the expense of LCRCC will become the property of the Department unless agreed to separately by agreement/addendum.
11. LCRCC is responsible for all trash removal and routine facility, grounds, and restroom checks, and will ensure that the grounds of and around the Information Booth remain clear of trash and debris. The Department will provide a container to dump the trash within 300 yards of the information booth. The Department will provide a maintenance checklist to aid in care of the property. LCRCC will assist the Department staff in periodic maintenance checks to the entire premise as determined by the CITY at the beginning of the season. Other tasks, such as window washing, wiping scuffs and marks from doors, windows, and floors, sweeping, and counter cleaning will be the sole responsibility of LCRCC.
12. Should the CITY choose to extend public restroom hours beyond those that are staffed and agreed to by LCRCC for information services, the CITY will be responsible for all trash removal and routine facility, grounds, and restroom monitoring and cleaning during those hours so as not to cause additional maintenance responsibilities by LCRCC.
13. In the event that the Information Booth becomes untenable for reasons that are beyond the control of the CITY, the CITY agrees to make a good faith effort to provide a location on the Burlington Waterfront for LCRCC that shall be reasonably accessible for LCRCC purposes as set forth herein.
14. LCRCC agrees to maintain the Information Booth in an operable and professional manner. LCRCC agrees that it shall not use any form of sound amplification for the purpose of soliciting customers.
15. LCRCC may erect temporary signage describing the appropriate items and associated information with the approval of the Director in accordance with the specifications approved by said Director.
16. The City agrees to allow LCRCC to sell merchandise under this agreement subject to prior approval by the Director and subject to that allowed by current funding restrictions.

17. LCRCC shall maintain in effect throughout the term of this Agreement comprehensive general public liability insurance with responsible insurance underwriters, qualified to transact business in the State of Vermont, naming CITY as an additional insured-loss payee and insuring against all legal liability for injuries to persons (including wrongful death) suffered on or about the Information Booth, the affected public right-of-way or as a result of the exercise of rights granted pursuant to this Agreement, in an amount not less than \$1,000,000.00 per occurrence and \$2,000,000.00 per aggregate.
18. LCRCC shall furnish CITY with a certificate of such insurance upon execution of this Agreement. Such proof of insurance shall be attached to this Agreement as Exhibit A and shall provide that CITY is an additional insured-loss payee under said policy and that policy cannot be canceled or materially modified except upon thirty (30) days advance written notice to CITY.
19. LCRCC expressly undertakes and agrees to save the CITY harmless, its Parks and Recreation Commission members, agents, officers and employees, their successors and assigns, individually and collectively against all liability, loss, cost, damage or expense sustained by CITY, including attorney's fees and other expenses of litigation arising from the use and operation of the Information Booth.
20. LCRCC shall not sell or assign its rights pursuant to this Agreement or permit the use of the premises or any part thereof by any other entity without the express prior written consent of CITY. Any unauthorized action in violation of this provision shall be void, and shall terminate, at CITY's option, LCRCC's rights pursuant to this Agreement.
21. LCRCC will be expected to be current with all tax or other financial obligations due the City.
22. LCRCC will train staff in customer service and familiarization of local attractions. In addition, LCRCC will recognize and honor the lines of communication with the Department staff and consider itself to be an extension of the Parks & Recreation staff team and services offered by and to the Waterfront community. Reoccurring dialog and information sessions will be held as needed. A problem-solving team, comprised of representatives of both LCRCC and Parks & Recreation Department staff will establish, prior to seasonal operations, a schedule of and criteria for meeting on a regular basis throughout the seasonal operation period.
23. LCRCC will provide a computer with internet connectivity and phone service for their staff members to better assist travelers.
24. LCRCC will manage the brochure distribution program for the Waterfront Information Booth, Community Boathouse and North Beach Campground including but not limited to selling of brochure space and restocking of the three locations.

25. LCRCC may install additional revenue generators, including digital monitors for advertising, an ATM machine, and vending machines as allowed with approval from the City. LCRCC will develop a business plan for the services it intends to offer, and submit it to the CITY no later than April 1, 2011 for purposes of projecting an estimate of compensation to be provided to the CITY. Such business plan will be reviewed and attached as Attachment A, hereto.
26. LCRCC will provide compensation to the CITY of 30% of net proceeds. In no event, shall compensation be less than \$1.00. Net proceeds are defined as gross revenues attributable to advertising and brochure sales, vending sales, and ATM fees less information center direct staffing costs, expenses related to advertising sales, brochure distribution and fit up costs.
27. The Chamber will provide a detailed end of year financial report within sixty (60) days of the completion of the season concluding on October 15, 2011. This report will include gross revenues received as well as the expense related to operations and advertising sales of the three locations. Payment of the amount due for compensation from LCRCC to the CITY will be due within sixty (60) days of completion of the season concluding October 15, 2011. If LCRCC operates the Information Center for any other time between October 15 and December 31st, final payment for compensation due the CITY for that operation is to be made by March 1, 2012.
28. The City reserves the right to post special event and Waterfront services information at the Information Booth as needed.

Deleted:

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day and date first above written.

CITY OF BURLINGTON

LAKE CHAMPLAIN REGIONAL
CHAMBER of COMMERCE

By: _____
Mari Steinbach, Director
City of Burlington
Department of Parks & Recreation

By: _____
Tom Torti, President
Lake Champlain Regional Chamber
of Commerce

Date

Date