

AN ORDINANCE APPROVING THE PUBLIC SERVICE AGREEMENT WITH BRANSON VETERANS TASK FORCE SUPPORTING THE AVENUE OF FREEDOM FLAG DISPLAY AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT.

WHEREAS, the City of Branson desires to contract with Branson Veterans Task Force for the Public Service Agreement Pertaining To The Avenue Of Freedom; and

WHEREAS, the agreement has been recommended for approval by staff; and

WHEREAS, the Board of Aldermen desires to approve the agreement.

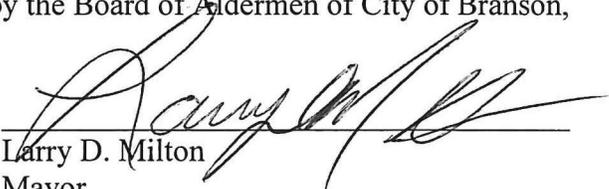
NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF BRANSON, MISSOURI, AS FOLLOWS:

Section 1: The Board of Aldermen hereby approves the agreement with the Branson Veterans Task Force for the Avenue of Freedom project as specified in the related specifications and substantial conformity with the terms shown on Exhibit "1" attached and incorporated by this reference as set out here in full, together with such changes therein as shall be approved by the officers of the City executing same which are consistent with the provisions and intent of this legislation and necessary, desirable, convenient or proper in order to carry out the matters herein authorized. The Mayor, City Administrator, and other appropriate City officials are hereby authorized to execute the Agreement and such additional documents and take any and all actions necessary, desirable, convenient or prudent in order to carry out the intent of this legislation.

Section 2: This ordinance shall be in full force and effect upon and after its passage and approval.

Read, this first time on this 27th day of August, 2024.

Read, this second time, passed, and truly agreed to by the Board of Aldermen of City of Branson, Missouri this 27th day of August, 2024.


Larry D. Milton
Mayor

ATTEST:

APPROVED AS TO FORM:


Hillary Briand


City Attorney

Office Use Only
MASTER CONTRACT NUMBER:
C2024-0208

PUBLIC SERVICE AGREEMENT BY AND BETWEEN THE CITY OF BRANSON, MISSOURI AND THE BRANSON VETERANS TASK FORCE

THIS AGREEMENT made and entered into this ____ day of _____ 20____, by and between the City of Branson, Missouri, a City of the Fourth Class, hereinafter referred to as "City", and Branson Veterans Task Force, hereinafter referred to as "Branson Veterans Task Force".

WHEREAS, municipalities in Missouri are authorized by Section 70.220 RSMo. to contract and cooperate with any private person, firm, association or corporation for the planning, development, or operation of a common service provided that the subject and purposes of any such contract or cooperative action is within the scope of the powers of such municipality; and

WHEREAS, the City has authority to undertake such actions and provide such services as are necessary to provide for and promote the public health, safety, and general welfare of the City and its citizens; and

WHEREAS, the City desires to provide certain displays as outlined in this Agreement that serve and promote the public health, safety, and general welfare; and

WHEREAS, pursuant to Ordinance No. 2001-134, that part of Gretna Road, from and at its intersection with Highway 248, west approximately 2 miles to the bridge at Roark Valley Road, all within the city limits of the City of Branson, Missouri, has been designated as the "Avenue of Freedom"; and

WHEREAS, the Branson Veterans Task Force requested that the "Avenue of Freedom" be designated by the members of the Board of Aldermen to honor our veterans from past wars and our heroes who gave their lives for freedom; those who died in the attacks on September 11, 2001; and

WHEREAS, Branson Veterans Task Force was authorized pursuant to the aforementioned ordinance to display the American Flag, in the approximate size of 3' X 5', upon street light poles now existing upon the City's right-of-way along the "Avenue of Freedom" adjacent to the roadway, contingent upon Branson Veterans Task Force providing for the maintenance and insurance of display of American Flags; and

WHEREAS, the City is a world-class city devoted to tourism and patriotism; and

WHEREAS, the City recognizes the need, honors the sacrifice, and appreciates the service of those who serve and have served our military; and

WHEREAS, the City recognizes the need, honors the sacrifice, and appreciates the service of those who serve and have served for our Police Department; and

WHEREAS, the display is an opportunity to honor the noble service of first responders and the military in the City; and

WHEREAS, the Branson Veterans Task Force is a nonprofit; and

WHEREAS, the Branson Veterans Task Force is appropriate to enter into this license agreement for public service to provide for display of the American Flags; and

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONSIDERATIONS CONTAINED HEREIN, THE PARTIES HERETO AGREE AS FOLLOWS:

License To Enter Upon City Property

1. The City hereby grants to Branson Veterans Task Force a limited license or permission to enter upon the right-of-way area along the "Avenue of Freedom" for the sole purpose to install, maintain, care for and display, between the months of April and December each year, an American Flag, in the approximate size of 3' X 5', of an all-weather quality and durability, upon street light poles now existing upon the "Avenue of Freedom" adjacent to the roadway.

2. The City reserves to its sole discretion the area or areas, as well as the number and particular light poles to be utilized by Branson Veterans Task Force, within the City of Branson, Missouri, that may be designated as the "Avenue of Freedom", and said area or areas may be changed, increased, or decreased from time to time.

3. Branson Veterans Task Force shall be responsible, at its own cost, for the safe and secure display of American Flags as described above, and shall be responsible that said flags shall not be displayed at any time in a state of disrepair, including, but not limited to, fraying, tearing, fading, or crooked or bent flag mounts. Further, Branson Veterans Task Force shall be responsible that said flags shall not be allowed to fall to the ground nor onto the roadway, right-of-way area, or adjacent private or public property.

4. The term of this License shall be for a period of five (5) years and may be renewed for successive terms of years upon approval of each renewal by the Board of Aldermen of the City of Branson, Missouri. Each renewal term will require a contract and Board of Aldermen approval. Renewal of this Agreement shall be in the sole discretion of the Board of Aldermen and shall be considered only if Branson Veterans Task Force shall request renewal prior to the termination of the original term of this Agreement.

Obligations of Branson Veterans Task Force

5. Branson Veterans Task Force shall be responsible to observe and obey all City ordinances, and Federal and State laws.

6. Branson Veterans Task Force shall yield to the City all of the City-owned right-of-way areas, easements, and fee-owned property upon and along the "Avenue of Freedom" upon the termination of this Agreement in good repair in all respects, reasonable use and wear excepted.

7. Branson Veterans Task Force shall replace any and all observed deteriorated

flags or reported damaged or missing flags within 3 days of notice to them.

8. Branson Veterans Task Force shall assume all risks incident to or in connection with its license hereunder, and shall indemnify and hold harmless the City from any and all claims, suits, losses, damages or injuries or persons or property whatsoever kind or nature arising directly or indirectly out of the license or resulting from the carelessness, negligence or improper conduct of the Branson Veterans Task Force.

9. Branson Veterans Task Force shall procure and maintain all insurance and bonds (if applicable) to satisfy statutory bonding requirements, and to protect the City from any liability exposure resulting from the City's activities under this contract as follows:

A. General Liability Insurance. Branson Veterans Task Force shall maintain General Liability Insurance with a company licensed to do business in the State of Missouri with limits of liability not less than One Million Dollars (\$1,000,000.00) per occurrence for personal injuries (including death) and property damage, and Two Million Dollars (\$2,000,000.00) aggregate. The City of Branson must be named as an additional insured.

B. Automobile Liability Insurance. Branson Veterans Task Force shall maintain Automobile Liability Insurance with a company authorized to do business in the State of Missouri having limits of liability not less than One Million Dollars (\$1,000,000.00) per occurrence for personal injuries (including death). The City of Branson must be named as an additional insured.

C. Workers Compensation. Exempt, all employees are volunteer employees.

Insurance Certificates. It is the sole responsibility of the Branson Veterans Task Force to provide the City with the most up-to-date insurance certificates and to keep them current throughout the term of the contract and for any renewal periods. Any failure to maintain insurance coverage shall not relieve any contractual responsibility or obligation or liability under the contract documents. Insurance Certificates must be emailed to the attention of CONTRACT MANAGEMENT – cityclerk@bransonmo.gov.

Notices. All notices required or permitted herein under and required to be in writing may be given by email or first class mail addressed to City and Branson Veterans Task Force at the addresses or email addresses provided. The contact information provided by Branson Veterans Task Force contact information page which must be kept current. The contact information for the City is provided below. The date of delivery of any notice given by mail shall be the date falling on the third day after the day of its mailing. The date of delivery of notice by email or mail shall be deemed to be the date transmission occurs.

Contact Information: City of Branson
Attn: Contract Management
110 W Maddux St., Ste. 205
Branson, MO 65616
417-337-8522
cityclerk@bransonmo.gov

Termination

10. Either party may terminate this contract for any reason upon ten (10) days notice, by serving notice of intent to terminate upon the other party by either U.S Postal Service Mail or by hand delivering same to the other party.

11. In the event of such termination, the Branson Veterans Task Force shall have ten (10) days to remove, at its own cost, all flags, goods, or chattel from the street light poles. The City shall have the right, after the aforementioned ten (10) days notice, to enter upon and take full possession of the City-owned light poles along the "Avenue of Freedom", including any and all flags, goods, or chattel found thereon without being liable to any claim for damages thereof.

General Provisions

12. This writing constitutes the entire agreement between the parties, and no other promises, considerations, or other inferences shall be implied upon such Agreement that are not set forth herein.

13. This Agreement shall not be assignable or transferable by the Branson Veterans Task Force.

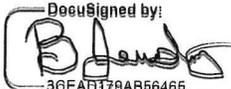
14. The parties hereto agree that the venue of any claim or cause of action resulting from or out of any part, term, or portion of this Agreement shall be with the Circuit Court of Taney County, Missouri.

15. The parties hereto agree that, should any part, term, or portion of this Agreement be found by a court of competent jurisdiction to be void, then the remaining parts, terms, or portion of this Agreement shall remain in full force and effect.

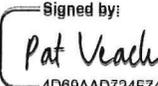
IN WITNESS WHEREOF, the parties hereto subscribe their names upon the day and year first above written.

BRANSON VETERANS TASK FORCE

CITY OF BRANSON, MISSOURI

DocuSigned by:

By: 36EAD179AB66466 8/22/2024
(Signature) Date
Becky Jewsbury, President

Larry D. Milton
Mayor Date

Signed by:

By: 4D69AAD724F74CC... 8/22/2024
(Signature) Date
Pat Veach, Vice President

ATTEST:

Hillary Briand
City Clerk Date

APPROVED AS TO FORM:


261AD63D59A4441... 8/22/2024
City Attorney Date