

COUNCIL ACTION FORM

SUBJECT: APPROVAL OF AGREEMENT FOR FLY IOWA 2020 EVENT

BACKGROUND:

The City was contacted by its airport Fixed Base Operator (FBO), Central Iowa Air Service (CIAS), regarding the possibility of hosting an airshow at the Ames Municipal Airport. The airshow is planned for August 8, 2020, with a potential rain date of August 9, 2020. The event is co-sponsored through an agreement that includes the Ames Municipal Airport (the City), the Fly Iowa 2020 Committee, and Iowa Aviation Promotion Group, Inc. (IAPG).

This is a free event open to the public and is expected to attract 5,000 to 7,000 people. There will be food and drink available for purchase as well as other fundraising activities. Any proceeds of the event will be donated to a local charity; the Fly Iowa 2020 Committee has indicated that the Boys & Girls Club of Ames is the beneficiary of the event.

The event requires an agreement (see attached) with IAPG and Fly Iowa 2020 to specify the obligations of the three parties. All funds raised by the Fly Iowa 2020 Committee will be matched by the IAPG, up to \$5,000. The agreement also requires that a \$5 million insurance policy be purchased for the event listing the City and IAPG as additional insured. The event coordinators will work with Police, Fire, and Emergency services to develop an Emergency Response Plan (Safety Plan) to submit to the FAA for review and approval. If the emergency services plan and the insurance coverage is not obtained for any reason and/or if the emergency services plan is not approved by the FAA for any reason, the agreement will terminate immediately upon written notice.

The Fly Iowa 2020 Committee has committed to covering all costs associated with the event, which are anticipated to be paid through the fundraising efforts (see attached letter).

ALTERNATIVES:

1. Approve an agreement for the Fly Iowa 2020 Event at the Ames Municipal Airport.
2. Do not approve the agreement, and decline to allow the airshow to be held.

MANAGER'S RECOMMENDED ACTION:

The Fly Iowa 2020 event will be the first airshow held at the Ames Municipal Airport since the 1920s. The agreement provides for reimbursement to the City for the costs associated with providing services for the airshow. **Therefore, it is recommendation of the City Manager that the City Council adopt Alternative No. 1, approving the attached agreement.**



December 19, 2019

Damion Pregitzer
Ames City Airport Manager
City of Ames
515 Clark Ave
Ames, IA 50010

Dear Damion:

On behalf of the 2020 Fly Iowa Committee, I would like to thank the City of Ames for their support of this event. This free airshow is expected to draw over 7,000 people into the Ames community, and we are excited to bring this to the area.

With regard to any payroll expenses that Fly Iowa will require on behalf of the City of Ames Police Department, the City of Ames Fire Department and other City of Ames organizations, the Fly Iowa 2020 Committee will cover any required expenses that would be required to cover the event. This is the first time in 90 years that the City of Ames will have an airshow, and we want to make sure that it is the best we can provide to Ames and the surrounding communities.

Please let us know what the costs will be, and we will work it into our fundraising efforts.

Thank you.

Nicole Kyle
Chair, Fly Iowa 2020 Committee

(Standard Fly Iowa Agreement)

FLY IOWA 2020 EVENT OPERATING AGREEMENT

This Agreement made and entered into this ____ day of _____, 20____, by and between **Iowa Aviation Promotion Group, Inc.**, an Iowa nonprofit corporation (hereinafter referred to as “IAPG”) and **The Ames Municipal Airport/City of Ames (herein after referred to as “Ames Municipal Airport”)** and the **Fly Iowa 2020 Committee**.

I. RECITALS

- 1.1 IAPG is the statewide sponsor of the annual Fly Iowa Statewide Aviation Fair (sometimes referred to hereafter as the “Event”).
- 1.2 The **Ames Municipal Airport** agrees to host the annual Fly Iowa Statewide Aviation Fair at the Ames Municipal Airport on August 7, 8, and 9, 2020 pursuant to the terms of this Agreement.

Now, therefore, the parties for good and valuable consideration and promises and covenants contained herein do agree as follows:

II. TERM AND SUBJECT MATTER

- 2.1 The term of this Agreement shall commence on the day and year first above written and shall continue, unless otherwise terminated as provided hereafter, until completion of the Event at the Municipal Airport on August 7, 8 and 9, 2020 and shall continue thereafter for a reasonable wind-down period.
- 2.2 The Event shall consist of an aviation fair to be held at the Ames Municipal Airport. The fair shall be called “Fly Iowa 2020” and use of the name Fly Iowa 2020 for this Event. The fair is a statewide event intended to showcase aviation in Iowa and will be open to the public free of any admission charge. Ames Municipal Airport will arrange the Event in accordance with the guidelines described in the attached Addendum to this Fly Iowa Operating Agreement and incorporated herein by reference.
- 2.3 Ames Municipal Airport shall provide adequate facilities for the Event, which shall include the customary emergency services, security, and crowd control measures. Fly Iowa 2020 Committee will be responsible for organizing the local effort including all local logistics, fundraising, and promotion. Fly Iowa 2020 Committee shall also reimburse the City of Ames for the costs of the City providing emergency services, ambulance, police and fire, security, and crowd control with monies raised by Fly Iowa 2020 for the Event. IAPG will assist in obtaining the support and participation of the statewide aviation

community and will assist in promoting the Event on a statewide basis. IAPG will provide a logo for the Event. IAPG including its Benefactor Members shall be named as sponsors on all promotional literature and any website under control of Ames Municipal Airport and Fly Iowa 2020 Committee. IAPG agrees to permit the use of one-half page of the principal event brochure at no charge.

- 2.4 The Fly Iowa 2020 Committee will appoint an event chair to oversee the planning of the Event. Whenever possible, a representative of IAPG will attend Fly Iowa 2020 planning committee meetings and provide counsel and assistance as requested.
- 2.5 The Fly Iowa 2020 Committee will prepare and provide a summary report to the IAPG within 90 days following the Event. The summary report will minimally include:
 - Financial summary
 - Committee structure
 - List of static display aircraft
 - List of aerial activities including fly-bys
 - List of exhibitors
 - Number of attendees and fly-ins
- 2.6 The Fly Iowa 2020 Committee will provide IAPG a booth free of charge at the Event to be staffed by IAPG members and volunteers.
- 2.7 IAPG agrees to furnish Ames Municipal Airport and the Fly Iowa 2020 Committee with a Fly Iowa guidelines manual and Ames MAP and the Fly Iowa Committee agrees to comply with these guidelines within reason and as circumstances permit. IAPG will also conduct a workshop for the committee, if requested.
- 2.8 The Fly Iowa 2020 Committee shall maintain a separate accounting of financial activity for the event and shall keep and maintain adequate books and records of all financial matters pertaining to the Event.
- 2.9 All books and records and bank accounts and statements shall be subject to inspection by IAPG upon reasonable request.

III. FINANCIAL SUPPORT

- 3.1 IAPG shall commit up to \$5000 to match funds, dollar for dollar, to those funds raised by the Fly Iowa 2020 Committee for the development, marketing, and operation of the Event. IAPG shall pay the Fly Iowa 2020 Committee the \$5000 upon receipt of evidence that committee had raised at least \$5000 in fund to underwrite the expenses of the Event.

- 3.2 If the revenue from the Event exceeds the expenses of the Event, leaving a net revenue surplus, then the Fly Iowa 2020 Committee and IAPG agree to equally divide the net revenue surplus between them, and agrees to remit to IAPG its share of the net revenue surplus but not greater than \$5000 within 90 days of the end of the Event.
- 3.3 The Fly Iowa 2020 Committee agrees that it shall not operate the Event in any manner that would jeopardize the tax-exempt status of IAPG as a 501(c)(3) organization. Donors may directly contribute to IAPG for the benefit of the Event as a tax-exempt organization. IAPG will immediately remit to the Fly Iowa 2020 Committee all such contributions.
- 3.4 The Fly Iowa 2020 Committee shall obtain all necessary permits and licenses for the Event. The Fly Iowa 2020 Committee shall also be responsible for any and all state and federal taxes related to the Event, if any, and shall pay the same in a timely fashion.
- 3.5 In no event shall IAPG be deemed liable for any of the debts or claims arising out of the Event unless the claiming party has obtained the prior approval of the debt or claim by the Board of Directors of IAPG as reflected in the minutes of an IAPG Board meeting.
- 3.6 In no event shall the Ames Municipal Airport be deemed liable for any of the debts or claims arising out of the Event unless the claiming party has obtained the prior approval of the debt or claim by the City of Ames as reflected in the minutes of City of Ames City Council meeting.

IV. INSURANCE

- 4.1 The Fly Iowa 2020 Committee shall provide proof of insurance of a minimum of 5 million dollars of liability coverage and IAPG, its Directors and Officers, and the Ames Municipal Airport/City of Ames shall be listed as additional insureds. The Fly Iowa 2020 Committee shall pay the full cost of the insurance premium.
- 4.2 The Fly Iowa 2020 Committee shall require that each exhibitor, performer, or other Event participant or vendor either provide its own liability insurance coverage or be named as an additional insured on the policy acquired by the Fly Iowa 2020 Committee.
- 4.3 To the extent permitted by law, each party, shall indemnify and hold the other harmless from and against any and all occurrences, claims, demands, causes of action liability and loss of any kind and nature whatsoever and which is brought by any party and arises from whatever source of law, together with related costs and expenses, relating to or arising, either from the Event, its

planning, promotion, and operation. This indemnity shall include reimbursement for all reasonable costs and attorney fees and shall survive the Event.

V. TERMINATION

- 5.1 Any party may terminate this Agreement for any reason by giving the other party 180 days prior written notice.
- 5.2 If any party is in material default of any of the terms of this Agreement, the non-breaching party shall give the breaching party a 10-day written notice in which to cure the default. In the event the default is not cured within 10 days of receipt of notice of the default, then the non-breaching party shall be entitled to seek all remedies available under Iowa law. The fact that the alleged breaching party does cure default shall not be deemed an admission by such party that a default did in fact occur. The purpose of the notice of default is to allow the parties to have the opportunity to cure defaults without resorting to legal remedies.
- 5.3 The Fly Iowa 2020 Committee is responsible for obtaining Federal Aviation Authority (FAA) approval of an emergency-services plan. FAA approval of the emergency-services plan and the liability coverage referenced in section 4.1 above, are both essential prerequisites to the Event occurring. If the insurance coverage is not obtained for any reason, and/or if the emergency-services plan is not approved by the FAA for any reason, this agreement will terminate immediately upon written notice to the other parties.
- 5.4 In the event of termination, the Fly Iowa 2020 Committee shall return any and all advancements of money made by IAPG to the Fly Iowa 2020 Committee.

VI. MISCELLANEOUS

- 6.1 This Agreement is not intended by the parties to be a partnership or joint venture of any kind. Neither does this Agreement create any form of an agency relationship between the parties. Neither party shall have the authority to represent or speak for the other, without the express written prior consent of the other, which shall be approved by the governing board and reflected in the minutes thereof. Neither party shall assume any of the debts or liabilities of the other and nothing in this Agreement or otherwise shall constitute any such agreement or be construed as an obligation on the part of either party to pay the debts or other obligations of the other.
- 6.2 This Agreement constitutes the entire Agreement between the parties and shall not be considered modified, altered, changed, or amended in any respect unless in writing and signed by the parties.

- 6.3 This Agreement shall be governed by the laws of the State of Iowa.
- 6.4 If for any reason any provision of this Agreement shall be deemed ineffective, the validity and effect of all other provisions shall not be changed.
- 6.5 This Agreement is subject and subordinate to the provisions of any agreements heretofore or here after made between parties and the United States and/or the State of Iowa relative to the operation, maintenance, development, or administration of the Airport, the execution of which has been required as a condition precedent to the transfer of federal rights or property to Ames Municipal Airport for Airport purposes or the expenditure of Federal or State of Iowa funds for the improvement of development of the of the Airport, including the expenditure of Federal Funds for the development of the Airport in accordance with the provisions of the Federal Aviation Act of 1958, and as said act shall be amended from time to time.

Iowa Aviation Promotion Group, Inc.

By _____
 Michael Vogt, President
 Date: _____

Fly Iowa 2020 Committee

By _____
 Chairperson
 Date: _____

City of Ames/Ames Municipal Airport

By _____
 John A. Haila, Mayor
 Date: _____

ATTEST:

 Diane Voss, City Clerk

Date: _____

ADDENDUM TO FLY IOWA 2020 AGREEMENT

The Board of Directors of the Iowa Aviation Promotion Group, Inc. has adopted the following guidelines for the conduct of the aviation event known as Fly Iowa. The guidelines set forth the expectations of IAPGI and Ames Municipal Airport and Fly Iowa 2020 with respect to the conduct of the event. Some of the expectations are mandatory and others are recommended.

1. Admission to Fly Iowa shall be free. There shall be no parking fee as well. However, if a volunteer group handling parking for Fly Iowa wishes to request donations in exchange for parking services that shall be acceptable.
2. There shall be an air show and static displays of various kinds of civilian and military aircraft. The air show must have aerobatic performances. Aerial entertainment is a key feature of Fly Iowa.
3. A fly-in or flight breakfast is encouraged when parking and other available facilities permit.
4. Youth education activities related to aviation and space are integral to Fly Iowa. The host airport shall host *an* Aviation Youth Camp as part of the event. Aviation projects involving local schools are another example.
5. Aviation organizations including trade association flight schools, FAA, CAP, EAA, *AOPA and aviation equipment manufacturers* should be represented. At least three should be present at the event.
6. Aircraft static displays shall include representation from the categories of commercial aviation, military aviation, antique and experimental aircraft. At least three categories should be on hand with at least three aircraft from each category.
7. Pilot education and safety seminars are encouraged. This could include FAA safety seminars, presentations by aviation authorities or writers, travelogues, etc. *Seminars on promotion of your airport and getting community involvement at the airport are encouraged. Fly Iowa should seed future airport and aviation promotional activity in the community and not just be a terminal event.*
8. Commercial or service club food and beverage vendors shall be available. Water, beverages, and food must be available for purchase.
9. Facilities for handling a crowd of several thousand people shall be provided. This would include first aid, security, restroom facilities or porta-potties, and the like.

10. An event announcer is required for logistical announcements, description of events, exhibits, and aerial activities such as fly-bys and arrival and departure of interesting aircraft. However, continuous announcing is not required.
11. Iowa Aviation Promotion Group and its Fly Iowa Benefactor and Charter Members shall get prominent mention in all materials and communications associated with the event. This includes mention by the event announcer.
12. If the FAA can support a temporary control tower, it should be requested. It is not essential, however. A qualified Air Boss shall be appointed and placed in charge of the flying activity, especially the air show, if applicable.

OTHER FLY IOWA MATTERS

WEB SITE: Fly Iowa is a registered trademark. A web site has been established by the Iowa Aviation Promotion Group: www.FlyIowa.org. This web site shall be the official web site for Fly Iowa and use of other web addresses for Fly Iowa without the express written consent of the Iowa Aviation Promotion Group, Inc. is forbidden.

TIMELINES FOR FLY IOWA PLANNING AND TASK COMPLETION

1. The Fly Iowa Agreement shall be signed NLT 9 months before the event.
2. The date for Fly Iowa shall set 9 months before the event and should be publicized immediately afterwards.
3. Arrangements/requests for military participation shall be requested through the Department of Defense channels NLT Dec 30, 2019 the year preceding the event.
4. Civilian performers shall be booked NLT March 30 in the year of the event.
5. Volunteer committee chair people shall be appointed and in place NLT five months prior to the event.
6. An FAA Airspace Waiver form 7711 shall be filed with the Des Moines Flight Standards District Office NLT 120 days prior to the event.

12/6/2019