City of Birmingham
A Walkable Community

MEMORANDUM

Clerk's Office

DATE: **June 23, 2014**

TO: **Joe Valentine, Interim City Manager**

FROM: **Leslie Pielack, Museum Director**

SUBJECT: **Agreement for Friends of BHMP Use of Museum Premises-Events**

The *Friends of the Birmingham Historical Museum & Park* (a.k.a., Birmingham Historical Society) is a 501 c3 organization with a long history of supporting the Museum and holding events on site to raise funds. The *Friends* have been instrumental in building the Museum's endowment and have worked with the Museum Board to help with financial and operational support. In addition, the Museum's current 2013-2016 BHMP Strategic Plan includes specific objectives whose aim is to develop strategies and enhance the fundraising capabilities of the *Friends.*

Therefore, the arrangement between the Museum and the *Friends* for holding events at the museum has evolved to a point that it is important to set guidelines regarding the availability of alcohol. As part of a full complement of refreshments and beverages, alcohol served on site during special events and receptions is an important element of charitable fundraising. As the *Friends* develop their funding goals going forward, establishing city guidelines for the availability of alcohol and associated requirements at the Museum will be an aid in planning. In addition, general use guidelines regarding capacity, access, parking, and applicable ordinances during events will provide needed parameters whether or not alcohol is part of a planned event.

The Museum has developed a set of applicable guidelines and a permit, with the assistance of the Interim City Manager and City Attorney, which addresses these issues.

SUGGESTED RESOLUTION:

To adopt a Resolution and accompanying Permit regarding the use of the Allen and Hunter Houses for special events held by the Friends of the Birmingham Historical Museum & Park.

CITY OF BIRMINGHAM
RESOLUTION REGARDING USE OF THE ALLEN AND HUNTER HOUSES

Moved by Commission Member_____, Seconded by Commission Member_____

WHEREAS, the Birmingham Historical Museum and Park (BHMP) is owned by the City of Birmingham; and,

WHEREAS, the City of Birmingham may authorize, from time to time, the Friends of the Birmingham Historical Museum and Park to use the Allen House to conduct fundraisers and charity events which benefit the Birmingham Historical Museum and Park.

NOW, THEREFORE, BE IT RESOLVED, that in the event the Friends of the Birmingham Historical Museum and Park use the Allen House to conduct fundraisers and charity events to benefit the Birmingham Historical Museum and Park, the following terms and conditions shall be adhered to:

1. The times and dates of permitted use shall be authorized by the Museum Director.

2. There is a limit of forty (40) people for inside, sit-down events. The Allen House will accommodate a maximum of one hundred (100) persons. Larger events of up to two hundred (200) invited guests may be accommodated during the months of May through September only, weather permitting. However, events of more than 100 guests may require a tent to cover outside area(s) at the expense of the Friends.

3. The use of the Hunter House is limited to the main floor only. The use of the Allen House is limited to the first floor public access rooms only: foyer, living room, dining room, kitchen, library, north (sun) porch and bathroom. The outside grounds may also be used. Room and/or grounds availability will be determined by the Museum Director. The condition of the Allen House shall be returned to the condition prior to the event.

4. The City of Birmingham's noise ordinance must be adhered to at all times. A copy of this ordinance will be provided upon request. No amplified music is permitted outside the house. Any music not requiring amplification, which is planned for outside the house, must be approved by the Museum Director prior to the event.

5. Due to City requirements, it is essential that guests are advised of proper parking locations in advance. All guests, except those requiring barrier free parking, must park in the municipal Chester Street Parking Structure across Maple to the South and cross at the crosswalks. One barrier free parking space is available in the Allen House driveway on the west side of the house. Only two vehicles are permitted to park in the driveway of the Allen House during the event. Valet parking may also be used, however, only valet companies approved by the City of Birmingham may be used. Loading and unloading is permitted in the bus loading zone along Maple Road.

6. Upon approval by the City, alcoholic beverages may be served on the premises in conjunction with a valid catering permit and in accordance with the requirements set forth in the attached Permit. Under no circumstances can alcohol be served to minors, nor illicit drugs be used on the Birmingham Historical Museum and Park premises.

AYES:_____

NAYS:_____

ABSENT:_____

MOTION CARRIED.

I, Laura Pierce, Clerk of the City of Birmingham, certify that the foregoing is a true and compared copy of a Resolution duly made and passed by the Birmingham City Commission at a meeting held on _____, 2014.

_____
Laura Pierce, City Clerk

PERMIT FOR USE OF THE ALLEN HOUSE

This Permit issued this ___ day of _____, 2014 by the City of Birmingham.

The Friends of the Birmingham Historical Museum and Park, do hereby agree to adhere to all of the terms and conditions set forth in the Birmingham City Commission Resolution of _____, 2014, which is attached hereto and incorporated by reference for use of the Birmingham Historical Museum and Park on _____ for _____event.

The Friends of the Birmingham Historical Museum and Park shall not use the Allen House in any event, pursuant to this Permit, until it has at its sole expense obtained insurance as required under this paragraph.

1. The FRIENDS shall not conduct any events pursuant to this Permit until it has, at its sole expense, obtained the insurance required under this paragraph. All coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with carriers acceptable to the CITY OF BIRMINGHAM.

A. Workers' Compensation Insurance: FRIENDS shall procure and maintain during the life of this Permit, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

B. Commercial General Liability Insurance: FRIENDS shall procure and maintain during the life of this Permit, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than **$1,000,000** per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.

C. Liquor Liability: Upon approval by the City, alcoholic beverages may be served on the premises. If alcoholic beverages are to be served during the event, the Friends will provide host liquor liability insurance coverage in an amount not less than One Million Dollars ($1,000,000). Under no circumstances can alcohol be served to minor.

D. Motor Vehicle Liability: FRIENDS shall procure and maintain during the life of this Permit Motor Vehicle Liability Insurance, including all applicable no-fault coverages, with limits of liability of not less than $1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

E. Cancellation Notice: Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: "Thirty (30) days Advance Written Notice of Cancellation or Non-Renewal, shall be sent to: Finance Director, City of Birmingham, PO Box 3001, 151 Martin Street, Birmingham, MI 48012-3001.

F. Proof of Insurance Coverage: FRIENDS shall provide the City of Birmingham at the time this Permit is returned for execution, Certificates of Insurance and/or policies, acceptable to the City of Birmingham, as listed below.

1) Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance;

2) Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;

3) Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;

4) Two (2) copies of Certificate of Insurance for Professional Liability Insurance;

5) If so requested, Certified Copies of all policies mentioned above will be furnished.

G. Coverage Expiration: If any of the above coverages expire during the term of this , FRIENDS shall deliver renewal certificates and/or policies to the City of Birmingham at least (10) days prior to the expiration date.

H. Maintaining Insurance: Upon failure of FRIENDS to obtain or maintain such insurance coverage for the term of this Permit, the City of Birmingham may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the Permit amount. In obtaining such coverage, the City of Birmingham shall have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage.

2. To the fullest extent permitted by law FRIENDS agree to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the CITY OF BIRMINGHAM, its elected and appointed officials, employees and volunteers and others working on behalf of the CITY OF BIRMINGHAM against any and all claims, demands, suits, or loss, including all costs and reasonable attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from and the CITY OF BIRMINGHAM, its elected and appointed officials, employees, volunteers or others working on behalf of the CITY OF BIRMINGHAM, by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this Permit. Such responsibility shall not be construed as liability for damage caused by or resulting from the sole act

or omission of its elected or appointed officials, employees, volunteers or others working on behalf of the CITY OF BIRMINGHAM.

3. The Friends of the Birmingham Historical Museum and Park shall, to the full extent permitted by law, agree that in the event there is any controversy or claim arising or relating to this Permit, or the breach thereof, shall be settled either by commencement of a suit in Oakland County Circuit Court, the 48th District Court or by arbitration. If both parties elect to have the dispute resolved by arbitration, it shall be settled pursuant to Chapter 50 of the Revised Judicature Act for the State of Michigan and administered by the American Arbitration Association with one arbitrator being used, or three arbitrators in the event any party's claim exceeds $1,000,000. Each party shall bear its own costs and expenses and an equal share of the arbitrator's and administrative fees of arbitration. Such arbitration shall qualify as statutory arbitration pursuant to MCL§600.5001 et. seq., and the Oakland County Circuit Court or any court having jurisdiction shall render judgment upon the award of the arbitrator made pursuant to this Permit. The laws of the State of Michigan shall govern this Permit, and the arbitration shall take place in Oakland County, Michigan. In the event that the parties elect not to have the matter in dispute arbitrated, any dispute between the parties may be resolved by the filing of a suit in the Oakland County Circuit Court or the 48th District Court.

CITY OF BIRMINGHAM

By: _____

Its: _____

Acknowledgement of Receipt: Permitee acknowledges receipt of this Permit granted by Municipality.

FRIENDS OF THE BIRMINGHAM HISTORICAL MUSEUM AND PARK

By:_____

Its:_____