

FACT SHEET

<u>TITLE</u>	<u>DATE</u>	<u>ORIGINATING DEPARTMENT</u>
A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH CUMULUS MEDIA GROUP RELATIVE TO THE ROCKETS OVER THE RED FESTIVAL AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.	October 31, 2016	SPAR
		<u>SPONSOR</u> SAME

PURPOSE

To authorize the Mayor to execute an agreement with Cumulus Media Group relative to the "Rockets Over the Red" festival.

BACKGROUND INFORMATION

Cumulus Media Group intends to produce the "Rockets Over the Red" festival at Festival Plaza/Riverfront Park. The festival will be held on November 26, 2016 and will be the kick-off event for the holiday season in the City. The event will include live entertainment, food/beverage vendors, and cumulate with a fireworks show. The festival is free and open to the general public. The festival and its activities serve to further the City's desire to support cultural, economic development, and leisure programs which serve a public purpose and render a public service.

TIMETABLE

Introduction - November 8, 2016
Final Passage- November 21, 2016

SPECIAL PROCEDURAL REQUIREMENTS

None

FINANCES

SFD Prevention (fireworks portion) \$200.00
SFD Medics \$400.00
Traffic Engineering \$1,000.00
SPAR \$1,500.00
SPD \$10,000.00
Riverview Park rental \$1,500.00
Flagman for Lake \$2,000
TOTAL In-Kind Expense: \$16,600.00

ALTERNATIVES

1. Adopt the resolution as presented.
 2. Amend the resolution.
 3. Deny the resolution.
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CONCLUSION

Alternative Number 1 is recommended.

FACT SHEET PREPARED BY: Shelly Ragle, Director

RESOLUTION NO. _____ OF 2016

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH CUMULUS MEDIA GROUP RELATIVE TO THE ROCKETS OVER THE RED FESTIVAL AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

BY:

WHEREAS, Cumulus Media Group intends to sponsor the "Rockets Over the Red" festival at Festival Plaza/Riverfront Park; and

WHEREAS the festival will be held on November 26, 2016; and

WHEREAS, a number of special activities including a fireworks show will also be held in conjunction with the festival, all of which will be free and open to the general public; and

WHEREAS, the City desires to support cultural, economic development, and leisure activities which serve a public purpose and render a public service; and

WHEREAS, the City declares that the "Rockets Over the Red" Festival and its related activities and events serve such a public purpose.

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Shreveport, in due, regular, and legal session convened that the Mayor is hereby authorized to execute an agreement with Cumulus Media Group relative to the "Rockets Over the Red" Festival and its related activities and events, substantially in accordance with the terms and conditions of the draft thereof which was filed for public inspection, together with the original copy of this resolution in the office of the Clerk of Council.

BE IT FURTHER RESOLVED that if any provision or item of this resolution or the application thereof is held invalid, such invalidity shall not affect other provisions, items or applications, and to this end, the provisions of this resolution are hereby declared severable.

BE IT FURTHER RESOLVED that all resolutions or parts thereof in conflict herewith are hereby repealed.

APPROVED AS TO LEGAL FORM:

City Attorney's Office

AGREEMENT

THIS AGREEMENT is made and entered into as of _____ day of _____ 2016, by and between the City of Shreveport, hereinafter referred to as "CITY", represented herein by Ollie S. Tyler, Mayor, duly authorized to act herein and Cumulus Media Group, "Cumulus", herein represented by _____, _____, duly authorized to act herein as evidenced by the Resolution of the Board of Directors attached hereto and made a part hereof.

WITNESSETH

WHEREAS, CUMULUS will host the "ROCKETS OVER THE RED" Festival (Festival) an event held in the City of Shreveport on November 26, 2016; and

WHEREAS, CITY desires to support cultural, economic development, and leisure programs which serve a public purpose and render a public service; and

WHEREAS, CITY declares that the FESTIVAL and its related activities and events serve such a public purpose; and

WHEREAS, CITY desires to provide services commensurate with the services to be rendered by CUMULUS under the terms of this Agreement which has been approved by the City Council by Resolution Number _____ of 2016, copy of which is attached hereto.

NOW, THEREFORE, CITY and CUMULUS under the conditions herein set forth do agree for the mutual covenants and consideration set forth herein as follows:

I. CUMULUS AGREES TO:

A. Scope of Services

1. To produce a festival referred to as Rockets Over the Red (FESTIVAL), along with associated activities and events which may include the following:
 - a. Live Entertainment: including but not limited to bands, choirs and other such entertainment

- b. Vendors: Food and beverage vendors, including alcoholic and non-alcoholic beverages.
- c. Staffing: All festival activities and events shall be staffed by CUMULUS staff and community volunteers, unless provided for in section II.C
- d. Changes: Any of the above areas may be changed, deleted or added to during the contracted period by the mutual written consent of the parties.

CUMULUS shall provide the following:

- a. VIP Seating, if available, at a level consistent with the City's sponsorship.
- b. Name the City of Shreveport as the presenting sponsor in all press releases, advertisements, including print, social media, and any other form.
- c. All other services, equipment, material, or personnel not enumerated in any other paragraph of this Agreement including all personnel and equipment required for the production of any video produced pursuant to Section II. D of this Agreement.

Management of the festival site, control of tickets/or passes for entry into the VIP area or other controlled access, refreshments on the site shall be the responsibility of CUMULUS and provided by CUMULUS at its sole cost and expense.

- B. The festival and its activities may be funded by grants, donations, advertising revenues, or other fund raising events and efforts. All funds realized by the CUMULUS from the production of the Festival and related events shall be retained by the CUMULUS to satisfy any current or future fiscal obligations.

II. THE CITY AGREES:

A. Scope of Services:

- 1. To provide technical assistance in the planning of the FESTIVAL and related events and activities upon the request of CUMULUS.
- 2. To provide site plan clearance by City departments.
- 3. To provide personnel and resources to assist CUMULUS in the production of the FESTIVAL and related events and activities. The number of employees and the type of resources provided by CITY shall be determined by the appropriate department head or his designee and approved by the Mayor or his designee. All costs for such services shall be the responsibility of the respective department.

A. CITY agrees to take reasonable measures to maintain a clean, healthful environment for the operation of the FESTIVAL and its activities by providing site clean-up and restroom attendants during the course of the FESTIVAL.

B. CITY shall provide the following personnel and services during the FESTIVAL at its expense:

- 1. Fire Prevention Staff (fireworks permits inspections)
- 2. Emergency Medical Services Personnel

3. Event and Traffic Security (SPD)
4. Traffic Engineering (street closures)
5. Event Facilitation (SPAR)
6. Restroom Attendants/Festival Cleanup (SPAR)
7. Lake Street Flag Man
8. Use of Festival Plaza

C. All rights relative to the production of any video produced with the equipment and reserved to the CUMULUS.

III. EQUAL EMPLOYMENT OPPORTUNITY

In all hiring or employment made possible by or resulting from this Agreement there will not be any discrimination against any employee or applicant for employment because of race, color, religion, sex, national origin, age, handicap, or veteran status. Where applicable, affirmative action will be taken to ensure that CUMULUS employees are treated during employment without regard to their race, color, religion, sex, national origin, age, handicap, or veteran status. This requirement shall apply to but not limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin, age, handicap, or veteran status.

IV. ACKNOWLEDGMENT OF EXCLUSION OF WORKMEN'S COMPENSATION COVERAGE

CUMULUS herein expressly agrees and acknowledges that it is and independent contractor as defined in R.S. 23:1021(5) and as such it is expressly agreed and understood between the parties hereunto, into this Agreement that the CITY shall not be liable to the CUMULUS for any medical benefits, indemnity, or coverage as provided by the Worker's Compensation Law of the State of Louisiana. Under the provision of R.S. 23:1034 anyone employed by CUMULUS shall not be considered an employee of the CITY for the purposes of Workmen's Compensation Coverage.

V. ACKNOWLEDGMENT OF EXCLUSION OF UNEMPLOYMENT COMPENSATION COVERAGE.

CUMULUS has been independently engaged in performing the service(s) listed herein prior to the date of this Agreement consequently, neither CUMULUS nor anyone employed by the CUMULUS shall be considered an employee of the CITY for the purpose of unemployment compensation coverage, the same being hereby expressly waived and excluded by the parties hereto.

VI. WAIVER OF SICK LEAVE AND ANNUAL LEAVE BENEFIT

It is expressly agreed and understood between the parties entering into this Agreement that the CUMULUS is acting as an independent contractor and its personnel shall not receive any sick and annual leave benefits from CITY.

VII. INDEMNIFICATION AND HOLD HARMLESS

CUMULUS agrees to indemnify, defend, and hold harmless the CITY, its officers, and employees from any and all claims, demands, damages, suits, judgments, and expenses of any kind for loss of life, personal injury, or property damage on or about any of the premises and adjacent sidewalks, parking areas, and other grounds used hereunder, or arising out of or in connection with the use of said premises, the performance of this Agreement or any activities connected therewith except for such losses, injuries, or damages to any person which results from vices or defects in the said premises or the negligent or intentional acts or omissions by the CITY or its employees

VIII. INSURANCE

CUMULUS shall maintain insurance, in the amount and type as required by the City of Shreveport Risk Manager, protecting both CUMULUS and CITY, their officers, agents, and employees from claims, suits, judgments, causes of action, and other matters arising out of the holding of the Festival and related activities. CUMULUS shall furnish to the CITY a certificate of insurance evidencing such coverage, before a permit for the event shall be issued, and naming the CITY as an additional named insured.

IX. SUBROGATION

CITY and CUMULUS shall not be liable to each other or each other's insurance carrier for loss of damage to their respective properties which is covered and paid for by their respective insurance cause by fire, lightning, or perils which are insured under the Extended Coverage Endorsment including vandalism, malicious mischief whether or not such loss or damage occurs as a result of the negligence of either party, their officers, agents employees, or persons, or invitees on the premises. This waiver of subrogation agreement shall apply as long as such is permitted by the terms of their respective policies.

X. FINANCIAL RECORDS

CUMULUS shall maintain financial records pertaining to all matters relative to this Agreement in accordance with generally accepted accounting principles and procedures. The CUMULUS shall retain all of its records and support documentation applicable to this Agreement for a period of three years except as follows:

1. Records that are subject to audit findings shall be retained for three years after such findings have been resolved.
2. All such records and supporting documentation shall be made readily available, upon request for inspection or audit by a representative of the CITY. In the event that the CUMULUS goes out of existence, it shall turn over to the CITY all of its records relating to this Agreement to be retained by said CITY for the required period.

XI. INSPECTION OF RECORDS

CUMULUS agrees to permit the CITY or its designated representative to inspect all records pertaining to this Agreement as well as other records that may be required by relevant directives or funding sources of the CITY. CUMULUS and CITY further agree that this inspection may be made upon reasonable notice by CITY to CUMULUS and then only during normal business hours of the CUMULUS.

XII. AUDIT AND INSPECTION

CUMULUS agrees to permit the CITY or its designated representative to inspect and/or audit its records and books relative to this Agreement at any time during normal business hours and under reasonable circumstances and to copy therefore any information that the CITY desires concerning the CUMULUS'S operation hereunder. The CITY shall provide written notice prior to the execution of the provision. If the CUMULUS or its records and books are not located within Caddo or Bossier Parish, in the event of an audit, CUMULUS agrees to deliver the records or have the records delivered to the CITY'S designated representative at an address designated by the CITY within the City of Shreveport. If the CITY'S designated representative finds that the records delivered by CUMULUS are incomplete, CUMULUS agrees to pay the CITY'S representative's costs to travel to the CUMULUS' offices to audit or retrieve the complete records. CUMULUS also agrees to provide the CITY with a copy of its annual outside audit.

XIII. REPORTS

At such time and in such forms as the CITY may require there shall be furnished to the CITY such reasonable statements, records, data, and information, as the CITY may request pertaining to matters covered by this Agreement.

XIV. VENUE

The parties stipulate that the venue of any possible litigation arising pursuant to this Agreement shall be in the First Judicial District Court, Caddo Parish, Louisiana.

XV. POLITICAL ACTIVITY

None of the funds, materials, property, or services provided directly or indirectly under the terms of this Agreement shall be used in or for the performance of any partisan political activity, or to further the election or defeat of any candidate for public office.

XVI. DAMAGE PAYMENT

CUMULUS shall, as soon as practical but not more than sixty (60) days following receipt of written demand and support for the demand, pay for any damages occasioned by it, its invitees, or its employees to any city-owned property.

XVII. ASSIGNABILITY

CUMULUS shall not assign this Agreement, in whole or part without prior written consent of the CITY.

XVIII. TERM

- A) Except as otherwise provided in sub-sections B and C of this Section, this Agreement shall become effective upon execution by CITY and CUMULUS, and shall terminate on December 31, 2016.
- B) The foregoing provision notwithstanding, this Agreement may be terminated by the mutual consent of the parties or by the party desiring to terminate the Agreement providing at least sixty (60) days written notice to the other party stating its intention to terminate the Agreement and specifying the date such termination shall become effective.
- C) The CITY reserves the right at all times to terminate this Agreement in the event sufficient funds are not appropriated by the City Council of the City of Shreveport in any fiscal year in which this Agreement is in effect which would permit the CITY to perform its obligations hereunder and/or if CITY labor and resources are insufficient to perform any service contracted for herein.

XIX. PARTIAL TERMINATION PROVISION

In the event this Agreement is terminated under sub-section B or C of Section XVIII of this Agreement, CITY agrees to provide CUMULUS with written notice of such occurrence and of its intention to terminate its financial and/or in-kind support to the CUMULUS. In such event, CUMULUS shall still be permitted the use of any CITY facility enumerated in Section II.C.8 of this Agreement at no charge, subject to the following terms and conditions:

1. The facility shall be used for the production of the FESTIVAL and related events and activities;
2. The activity or event shall be open to the public with or without charge for admission;
3. The activity or event shall be held on specific dates and times agreed to in writing by the parties;
4. CUMULUS shall provide all services and personnel necessary or proper for the activity or event at its cost and expense.

XX. BREACH OF CONTRACT

Violation by either party of any covenant, agreement, or condition herein shall be cause for immediate termination of this Agreement by the other party. Either party may, after giving reasonable written notice and specifying the effective date, terminate this Agreement in whole or in part for cause, which may include, but shall not be limited to the following:

- a. Failure, for any reason, of any party to fulfill its obligations under this Agreement in a timely and proper manner; or
- b. Failure of any party, for any reason, to comply with Federal, State, and local laws applicable to matters covered by this Agreement.

THUS DONE AND SINGED in triplicated counterparts, on this _____ day of _____, 2016.

WITNESSES:

CITY OF SHREVEPORT

OLLIE S TYLER, MAYOR

BY: _____

WITNESSES:

BY: _____
CUMULUS MEDIA GROUP