

9/18/12

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AUTHORIZING THE ADMINISTRATOR OF THE DEPARTMENT OF PARKS AND RECREATION TO ENTER INTO AN AGREEMENT WITH FRIENDS OF THE FESTIVAL FOR MANAGEMENT OF THE 21<sup>ST</sup> CENTURY WATERFRONT, IN THE AMOUNT OF FORTY THOUSAND DOLLARS (\$40,000.00).

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BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHATTANOOGA, TENNESSEE, That the Administrator of the Department of Parks and Recreation be and is hereby authorized to enter into an agreement with Friends of the Festival for management of the 21<sup>st</sup> Century Waterfront, in the amount of \$40,000.00.

ADOPTED: \_\_\_\_\_, 2012.

/mms

# City of Chattanooga



## Resolution/Ordinance Request Form

Date Prepared: august 2, 2012

Preparer: Wanda Eckstein

Department: Parks & Recreation

**Brief Description of Purpose for Resolution/Ordinance:** \_\_\_\_\_

Res./Ord. # \_\_\_\_\_ Council District # \_\_\_\_\_

A Resolution is needed authorizing the Administrator of the Department of Parks and Recreation to enter into an Agreement with Friends of the Festival for management of the 21st Century Waterfront.

Name of Vendor/Contractor/Grant, etc. Friends of the Festival  
Total project cost \$ 40,000.00  
Total City of Chattanooga Portion \$ 40,000.00  
City Amount Funded \$ 40,000.00  
New City Funding Required \$ \_\_\_\_\_  
City's Match Percentage % \_\_\_\_\_

New Contract/Project? (Yes or No) Yes  
Funds Budgeted? (YES or NO) Yes  
Provide Fund 1100  
Provide Cost Center L02311  
Proposed Funding Source if not budgeted \_\_\_\_\_  
Grant Period (if applicable) \_\_\_\_\_

**List all other funding sources and amount for each contributor.**

Amount(s)  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_

Grantor(s)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Agency Grant Number \_\_\_\_\_

CFDA Number if known \_\_\_\_\_

Other comments: (Include contingency amount, contractor, and other information useful in preparing resolution)

Approved by: \_\_\_\_\_

Reviewed by: FINANCE OFFICE

DESIGNATED OFFICIAL/ADMINISTRATOR

Please submit completed form to @budget, City Attorney and City Finance Officer

Revised: 1/26/09

KOF

**WATERFRONT EVENT MANAGEMENT AGREEMENT**

**THIS AGREEMENT**, made and entered into by and between the **CITY OF CHATTANOOGA, TENNESSEE**, a municipal corporation of the State of Tennessee (hereinafter referred to as "City"), and **FRIENDS OF THE FESTIVAL, INC.**, a Tennessee non-profit corporation (hereinafter referred to as "FOF").

**WITNESSETH**

WHEREAS, the 21<sup>st</sup> Century Waterfront project has created a forum next to the beautiful Tennessee River for events and activities for people of all ages. There are a selection of venues for all types of entertainment and cultural events that will be used by for-profit, non-profit, and community organizations; and

WHEREAS, numerous groups and individuals will make requests to utilize the waterfront venue for their respective fund-raising, musical, social, and sporting events, to name but a few. These requests will require an experienced organization to handle logistical needs such as electric, water, and road closures, for the event sponsors without causing undue inconvenience to local occupants and the public at large; and

WHEREAS, these events will benefit Chattanooga through direct economic impact on our community by enhancing the business revenues of the store owners, hotels, restaurants, parking lots, and attractions in the downtown area; and

WHEREAS, a partnership with the FOF will assure that, as needed, the requests for use of the Waterfront properties will be handled by a professional events organization with years of experience directly at the Downtown Waterfront site, and

WHEREAS, FOF is in the process of securing a comprehensive AutoCAD system which will enable it to maximize the best possible design and control of the site, including vital site details, such as electrical grid configuration, water access areas, and detailed footage availability for staging, sound, lighting, as well as booth and exhibit space; and

WHEREAS, the City and FOF have long enjoyed a strong working partnership and this agreement is a logical adjunct to that relationship; and

NOW THEREFORE, for and in consideration of the foregoing, the parties agree:

- 1) Purpose. The City desires to engage FOF to manage major events involving the use of the 21<sup>st</sup> Century Waterfront. The City through its Department of Parks and Recreation will continue to manage and oversee small events. The City, Friends, and other involved groups shall establish a Coordinating Committee to coordinate the respective responsibilities of the parties.

2) Definitions. For purposes of this Agreement the following terms are defined:

*21<sup>st</sup> Century Waterfront:* Ross' Landing Park including the area known as the Promenade or the Green and the parking lots on the South side of Riverfront Parkway, Coolidge Park, Renaissance Park, First Street Steps, Walnut Street Bridge, Maurice Martin Amphitheater and Holmberg Bridge, but excluding, the Walker Pavilion and the carousel. Various portions of these properties are owned by the City, Chattanooga Downtown Redevelopment Corporation, and RiverCity Company.

*Coordinating Committee:* A committee consisting of permanent and ad hoc members appointed by the Mayor which shall decide which events are to be approved and to coordinate the public resources that may be needed for the major events. The permanent members of the Committee shall include representatives of the Department of Parks and Recreation, the Department of Public Works, the Police Department, and the Convention and Visitors Bureau. The president or designated representative of RiverCity Company shall be a participant with respect to any event that proves to use land owned by RiverCity.

*Major event:* An event which shall involve any of the following criteria:

- (a) An alcoholic beverage license is required; or
- (b) More than five hundred (500) people will be in attendance at any given time; or
- (c) Stages or other structures are to be erected on the site; or
- (d) There is the possibility of a significant adverse impact on the normal operations of on-site businesses such as the Southern Belle or Marine Max or upon neighboring businesses or residences; or
- (e) The event will require the closure of any streets; or
- (f) The event will require a dedicated police presence; or
- (g) The event will involve amplified sound that protrudes into neighboring businesses or residences.
- (h) Any event that involves use of land owned by RiverCity Company.

*Small event:* Any event which is not classified as a major event.

- 3) Responsibilities of FOF for major events. A request to use the 21<sup>st</sup> Century Waterfront for a major event shall be submitted to FOF for evaluation. The evaluation shall include, but not be limited to, the following:
- (a) Suitability of the site for the requested event; and
  - (b) Whether the event involves an economic benefit to the community, but economic benefit is not required; and
  - (c) The necessity or desirability of street closure; and
  - (d) The amount of support in manpower and equipment that is needed from City departments; and
  - (e) The potential for damage or destruction of the infrastructure; and
  - (f) The existence of competing events, whether publicly or privately sponsored, and whether they are within the 21<sup>st</sup> Century Waterfront Area or without; and
  - (g) Adverse impact that the event may have upon on-site and nearby businesses and residences; and
  - (h) The character and reputation of the event sponsor; and
  - (i) The experience of the event sponsor with similar events.

Upon completion of its evaluation, FOF shall notify the members of the Coordinating Committee whether it recommends approval or denial of the event together with any qualifications or conditions to its recommendation.

Friends of the Festival will provide all duties in connection to application for use of public spaces and assurances to City event producers are informed of their responsibilities in conducting the event and returning a damage free park.

Friends of the Festival will process all License Agreements with event producers and have signed with all proof of insurance for City final approval within thirty (30) days of the event.

- 4) Responsibilities of the City for Small Events. The City shall schedule and manage through its Department of Parks and Recreation all small events. It shall use a calendaring system that is coordinated with FOF so as to prevent the scheduling of small events at times and locations which would conflict with a major event.

- 5) Responsibilities of Coordinating Committee. The Coordinating Committee shall schedule meetings as needed to consider applications evaluated by FOF and shall approve or disapprove the event. The Coordinating Committee shall attach such conditions as it deems warranted to the approval of an event.
- 6) Consideration. The consideration for the services rendered by FOF in the performance of this agreement is FORTY THOUSAND AND NO/100 (\$40,000.00) DOLLARS, per annum, paid quarterly for calendar year July 1, 2012 to June 30, 2012; FORTY-FIVE THOUSAND AND NO/100 (\$45,000.00) DOLLARS, per annum, paid quarterly for calendar year July 1, 2013 to June 30, 2014; FIFTY THOUSAND AND NO/100 (\$50,000.00) DOLLARS, per annum, paid quarterly for calendar year July 1, 2014 to June 30, 2015; and, the additional consideration of the use of the Riverbend venue site for ten (10) festival days and necessary additional use for set-up and break-down of fifteen (15) days for Riverbend without payment of the fees required by City Code Section 26-24.
- 7) Venue use fees. FOF and the Coordinating Committee shall cooperatively develop a schedule of fees for the use of the 21<sup>st</sup> Century Waterfront Property. These fees may be based in part upon admission fees and concession revenues generated by the event. These revenues shall be paid to the City to be maintained in a dedicated account to be used for animation of the Waterfront. No venue use fees shall be charged to RiverCity Company in consideration for the provision of its properties free of charge to approved waterfront special events for events that it sponsors.
- 8) Indemnification and Insurance.
  - (a) FOF agrees to save and hold harmless the City of Chattanooga, Chattanooga Downtown Redevelopment Corporation, and the RiverCity Company, and their officers, agents, employees, successors, and assigns, and to indemnify all of them against any and all claims or liability for any claims, actions, causes of action, suits, or demands of any sort for damages on account of personal injuries or injuries to property related to, or arising from the negligence of FOF in the performance of its obligations under this Agreement.

FOF's indemnification obligations shall not extend to any "Small Events" for which the City retains responsibility pursuant to the terms of this Agreement, and FOF shall have no duties or obligations hereunder with respect to such events.
  - (b) FOF shall provide a comprehensive liability insurance policy naming the City of Chattanooga, the Chattanooga Downtown Redevelopment Corporation, and RiverCity as additional insureds to protect FOF and the City of Chattanooga, the Chattanooga Downtown Redevelopment Corporation, and the RiverCity Company against all claims for injuries to members of the public and damage to property of others of this Agreement

arising from the negligence of FOF in the performance of its obligations hereunder during the term of this Agreement. The liability limits shall not be less than:

Combined limits for personal injury (including death) and property damage of not less than \$1,000,000 per occurrence, with excess liability of \$4,000,000 per occurrence, for a combined coverage of \$5,000,000 per occurrence.

- (c) FOF shall also insure that any agreements entered into with third-party sponsors for events to be held on the 21<sup>st</sup> Century Waterfront Property will also contain the contractual obligation that the sponsor of such events provide similar indemnification and insurance coverage provisions in favor of FOF, the City of Chattanooga, Chattanooga Downtown Redevelopment Corporation, and the RiverCity Company as are required on behalf of FOF under this Agreement.

FOF shall have the right to accept insurance with lesser limits than required in 8(b) above for those events booked by FOF hereunder where cost requirements for such coverage make it reasonably impractical or too financially burdensome for the sponsors of such events to obtain coverage in this amount. However, in no event shall the coverage be less than \$1,000,000 per occurrence, with excess liability of an additional \$1,000,000 per occurrence, for a combined coverage of \$2,000,000 per occurrence.

- 9) Vendors. FOF shall also process and review applications by concession vendors who desire access to City property and the waterfront district, excluding vendors who may be affiliated with a particular approved event. The concessions sold by vendors shall not be limited to food and drink, excluding concessions that are affiliated with an approved authorized event.
- 10) Animation. FOF shall coordinate the promotion and enhancement of the Waterfront through the utilization of street entertainers. City will pay for the animation from the dedicated account subject to budget constraints.
- 11) City events. FOF will be available to assist the City in the management of City events such as Pops in the Park, Three Sisters Festival, rowing events, holiday activities, movies in park, etc.
- 12) Additional FOF services. Additional services to be provided by FOF for the City and for event sponsors, as needed, include:
- ❖ Marketing and Public Relations
  - ❖ Sponsorship
  - ❖ Equipment
  - ❖ Volunteers Coordination

- ❖ Entertainment
- ❖ Fireworks
- ❖ Concessions/Vendors
- ❖ Site Planning
- ❖ Billing/Collections
- ❖ Transportation
- ❖ Budgeting
- ❖ Production
- ❖ Ticketing/Sales
- ❖ Races

It is understood that FOF shall make mutually acceptable financial arrangements with any event sponsor that elects to procure these services from FOF. FOF agrees to make these services available to all event sponsors for a reasonable price and in a non-discriminatory manner.

13) Miscellaneous.

- (a) Non-Discrimination Provision. FOF agrees to comply with all federal, state and local non-discrimination provisions that the City of Chattanooga is under a duty to comply with under federal, state or local law when utilizing this City facility. FOF agrees not to discriminate against any participant in the Program on the basis of race, color, religion, sex, age or national origin. FOF further agrees to comply with all federal, state and local laws regarding treatment and accommodations for individuals with disabilities.
- (b) Audit Provisions. The City or its assign may audit all financial and related records (including digital) associated with the terms of the contract or agreement including timesheets, reimbursable out of pocket expenses, materials, goods, and equipment claimed by the Licensee. The City may further audit any Licensee's records to conduct performance audits (to identify waste and abuse or to determine efficiency and effectiveness of the contract or agreement) or to identify conflicts of interest.

The Licensee shall at all times during the term of the contract or agreement and for a period of five years after the end of the contract, keep and maintain records of the work performed pursuant to this Contract or Agreement. This shall include proper records of quotations, contracts, correspondence, invoices, vouchers, timesheets, and other documents that support actions taken by the Licensee. Documents shall be maintained by the Licensee necessary to clearly reflect all work and actions taken. All such records shall be maintained in accordance with generally accepted accounting principles. The Licensee shall at its own expense make such records available for inspection and audit (including copies and extracts of records as required) by the City at all reasonable times and without prior notice.

The obligations of this Section shall be explicitly included in any subcontracts or agreements formed between the Licensee and any subLicensees or suppliers of goods or services to the extent that those subcontracts or agreements relate to fulfilment of the Licensee's obligations to the City.

Costs of any audits conducted under the authority of this section and not addressed elsewhere will be borne by the City unless the audit identifies significant findings that would benefit the City. The Licensee shall reimburse the City for the total costs of an audit that identifies significant findings that would benefit the City.

This Section shall not be construed to limit, revoke, or abridge any other rights, powers, or obligations relating to audit which the City may have by Federal, State, or Municipal law, whether those rights, powers, or obligations are express or implied.

- 14) Term. The term of this agreement shall be effective from its execution through June 30, 2015. The agreement may be terminated for cause upon ninety (90) days notice by either party.

IN WITNESS WHEREOF, the parties have set this seal to this instrument, this the \_\_\_\_ day of \_\_\_\_\_, 2012.

**CITY OF CHATTANOOGA, TENNESSEE**

By: \_\_\_\_\_  
Larry Zehnder  
Administrator, Department of Parks & Recreation

**FRIENDS OF THE FESTIVAL, INC.**

By: \_\_\_\_\_  
D. C. Baker

**CHATTANOOGA DOWNTOWN  
REDEVELOPMENT CORPORATION**

By \_\_\_\_\_  
Daisy W. Madison, President

**JOINDER BY RIVERCITY**

**THE RIVERCITY COMPANY**, a Tennessee not-for-profit corporation (“RiverCity”), hereby consents to joining in the Waterfront Event Management Agreement (“Event Management Agreement”) between the **CITY OF CHATTANOOGA** and **FRIENDS OF THE FESTIVAL**, subject to the terms and limitations set forth below.

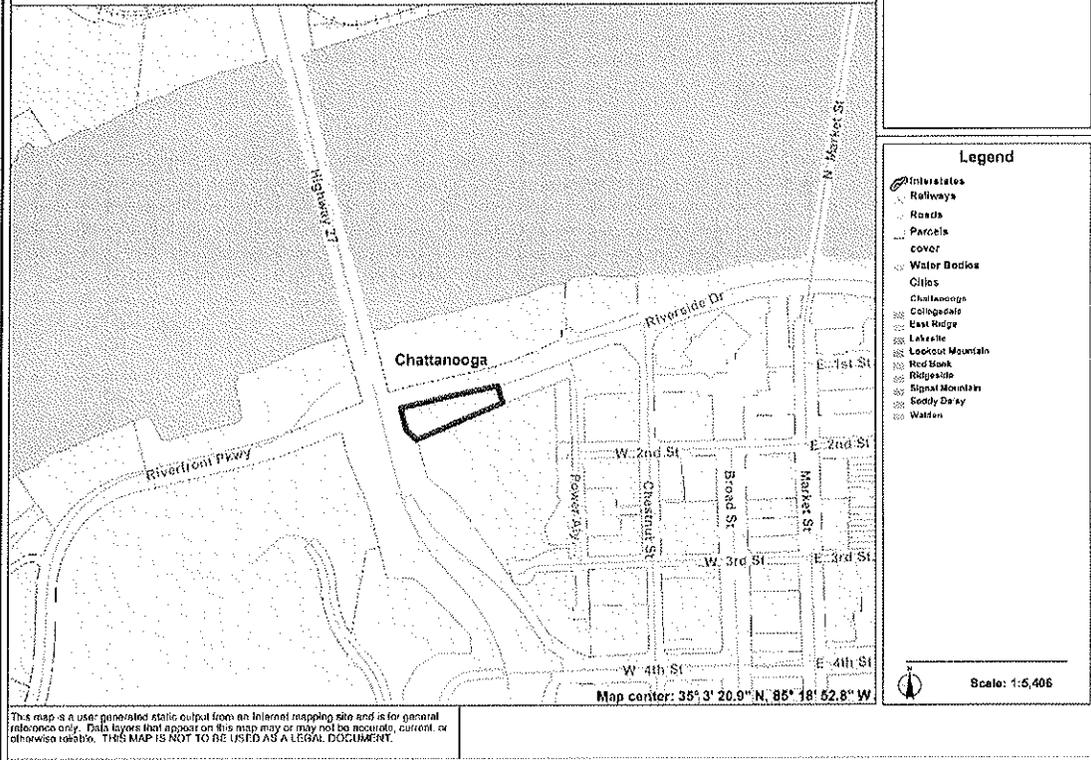
RiverCity is the owner of the property presently utilized as a surface parking lot and shown on the attached map (herein the “RiverCity Property”). Because the RiverCity Property currently is integrated into the surrounding property and uses of the Ross’s Landing/21<sup>st</sup> Century Waterfront area, RiverCity joins in the Event Management Agreement and consents to allow the RiverCity Property to be included within the Management Agreement for the purposes of event management and coordination by Friends of the Festival.

Notwithstanding the foregoing, RiverCity reserves the right to withdraw the RiverCity Property from inclusion within the Management Agreement upon not less than ninety (90) days’ notice; such withdrawal may be either temporary and relate only to specific events or specific time periods, or may be permanent, as determined by RiverCity in its discretion.

**THE RIVERCITY COMPANY**

By: \_\_\_\_\_  
Kim White

RiverCity Property at Ross' Landing



**Legend**

- Interstates
- Railways
- Roads
- Parcels cover
- Water Bodies
- Cities**
- Chattanooga
- Collegedale
- East Ridge
- Lakeville
- Lookout Mountain
- Red Bank
- Ridgeville
- Signal Mountain
- Soddy-Daisy
- Wallen

Map center: 35° 3' 20.9" N, 85° 18' 52.8" W

Scale: 1:6,406

This map is a user-generated static output from an internet mapping site and is for general reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. THIS MAP IS NOT TO BE USED AS A LEGAL DOCUMENT.