

**AGREEMENT BETWEEN  
THE CITY OF MADISON  
AND  
FRANK PRODUCTIONS, INC.**

This is an Agreement between the City of Madison, a Wisconsin municipal corporation, (“City”) and Frank Productions, Inc., a Wisconsin corporation (“Frank” or “Event Sponsor”).

**RECITALS**

WHEREAS, on September 5, 2017 the Common Council of the City of Madison adopted Resolution RES-17-00735 (ID# 48244) authorizing gating, ticketing and the receipt of ticket revenues for purposes of crowd control on and around State Street for Freakfest 2017, and authorizing a contract with Frank Productions, Inc. to, among other things, provide ticketing and gate access for the event; and

WHEREAS, on October 2, 2017, Frank Productions, Inc. was issued a Street Use Permit by the Street Use Staff Commission to hold a music/entertainment event within the City’s gated area from October 27 to 29, 2017 (“Freakfest 2017”) with set-up to begin on October 27. Frank Productions is considered the “Event Sponsor” for purposes of their Street Use permitted areas, under sec. 10.056 of the Madison General Ordinances; and

WHEREAS, the City has an interest in gating and ticketing the area for the reasons stated in the Resolution mentioned above and Frank has an interest in charging an admission fee for the music/entertainment; and

WHEREAS, a condition of the Street Use Permit requires the City and Frank to enter into a written agreement to address details of ticket sales and appropriate allocation of ticket and other revenue; and to reflect costs of city services associated with the music/entertainment venues; and

WHEREAS, under the terms of a Street Use Permit and sec. 10.056, an Event Sponsor agrees to reimburse the city for costs directly associated with their permit, and the cost allocation herein recognizes that Frank’s event receives some benefit from the City’s gating procedure, crowd control and other services beyond the perimeters of their permitted areas; and

WHEREAS, RES-17-00735 (ID# 48244) authorizes the Mayor and City Clerk to execute a contract with Frank Productions, Inc. for these purposes;

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **PARTIES.** The parties to this agreement are as stated above.

2. **TERM.** This agreement shall commence upon execution by the Mayor. This Agreement shall be effective and apply to any obligations or duties set forth in this Agreement that may have been performed by either party prior to the date of execution and shall continue until all of the obligations of the parties herein are completed or December 31, 2017, whichever is later, unless earlier terminated under paragraph 6., Termination of Contract.

3. **TICKETING PROCESS.** A ticket will be required for admission to the gated area. The boundaries of the gated area shall be determined solely by the City. The purpose of the ticket is to control the size of the crowd. Ticket revenue shall be used to defray the actual costs to the city for traffic and crowd control and other services for the health, safety and welfare of the city; and a portion of the ticket sales shall be to defray Frank's entertainment costs. Revenues shall be divided according to Section 4.

A. TICKETING - FRANK'S RESPONSIBILITIES. Frank shall handle all sales of tickets to the public. Tickets shall be available for purchase at local ticket outlets, walk-up locations within the city, and upon entry on the date of the event. The City shall approve the location and set-up for all day-of-event ticket sales and any proposed walk-up booths located on City property. Frank may choose to offer tickets for sale through a third-party ticket sales contractor and may offer sales via internet.

(1) **Ticket price:**

In advance: \$10.00 (excludes service fees of 3rd party ticket seller)

Day of event: \$15.00

(2) **Sales dates:** Tickets shall go on sale to the public no sooner than September 9, 2017 and remain on sale no later than 1:00 a.m. on October 28, 2017, or upon reaching the maximum capacity as determined by the Madison Fire Marshal or designee, whichever is sooner.

(3) **Maximum capacity:** Ticket sales shall be capped at 55,000. This number includes the complimentary tickets for residents and business owners described in par. 3.B. below. Frank shall make all reasonable efforts to report the actual number of people entering on the day of the event, to the extent possible based upon the technology or counting methods used at the entry gates.

(4) **Group sales:** The City may require Frank to cap group sales at a maximum number of tickets per sale. Any such cap shall be established prior to the start date for ticket sales and communicated in writing.

(5) **Marketing:** Frank shall focus its marketing of its music event and ticket sales to the Madison area, UW Wisconsin Alumni, and shall make reasonable efforts to promote its music event as a local event.

(6) **Complimentary tickets:** Frank shall promptly deliver as many complimentary tickets as requested by the City, as described in par. 3.B.

(7) **Reporting ticket sales:** (a) Internet and 3rd party vendor sales: Once tickets go on sale, Frank shall report the number of tickets sold by Frank's third party ticket sales vendor, once per business day, by emailing recipients designated by the City. This report may include other information agreed upon by the parties. (b) Other outlets: Frank shall report the number of tickets sold via other ticket outlets at least once per week, or upon request by the City. (c) Day of event: Frank shall make all reasonable efforts to keep the City informed of numbers of tickets sold on the date of the event.

(8) **Ticket Buyers' Terms and Conditions:** The parties shall discuss and agree upon the final terms and conditions that will be applicable to ticket buyers, and the resulting information to be printed on the tickets, before the tickets going on sale. Event Sponsor shall ensure that all such agreed-upon terms appear on all tickets and shall provide proof(s) to the City for approval prior to putting the tickets on-sale. Such terms and conditions shall include but not be limited to: (a) a statement that the event is a rain or shine event, (b) any waiver, disclaimer or other language specified by the City, and (c) any other information deemed necessary by the parties.

(9) **Wis. Stat. sec. 100.173.** Frank shall bear full responsibility for compliance with Wis. Stat. sec. 100.173. The parties expressly agree that the City of Madison is not a "promoter of an entertainment event" for purposes of Wis. Stats. sec. 100.173, and is not considered "Management" for the purposes of language on the Ticketmaster tickets and/or any language disclaimers, statements or terms of use appearing on Ticketmaster's website or materials or any other third-party ticket seller's or outlet's website or materials.

(10) **Sales Tax.** Event Sponsor shall be responsible for any sales tax on the sale of tickets.

B. TICKETING - CITY'S RESPONSIBILITIES. The City will be responsible for providing complimentary tickets to individuals the City deems necessary, primarily for access to residents, business owners and their employees to locations within the gated area. The City shall have authority to determine who is entitled to a complimentary ticket, shall be responsible for verifying residency as it deems necessary, and Frank shall supply the City with tickets as requested by the City for this purpose.

C. GATE CONTROL / TICKET-TAKING ON DAY OF EVENT. While Frank will sell tickets as described above, the City is responsible for taking tickets and controlling entry at the gates.

4. **BUDGET, TICKET PROCEEDS, OTHER PROCEEDS,  
SCHEDULE OF PAYMENT.**

A. ONGOING REPORTING. The parties shall furnish each other all planning information and financial records as requested, including contracts, invoices, an audited financial statement and the like.

(1) Ticket sales. Ticket revenues shall be held by Frank in an account segregated for this purpose. Frank shall provide the City an accurate accounting of ticket sales revenue at least once a week from the time that tickets go on sale until the ticket sell out, or the date of the event, whichever is later. Frank shall provide the city a final written account of ticket revenue within 48 hours after ticket sales close.

(2) Additional fundraising. Frank shall report to the City any Additional Funds that are raised in promotion of its music event, upon the request of the City or at least once every two (2) weeks. For purposes of this paragraph, Additional Funds shall include dollars contributed to, raised or earned by either party but shall not include in-kind contributions or media conversions received by Frank. The City shall report to Frank any in-kind donations or funds that are donated or otherwise received by the City for the purpose of defraying the city's Actual Out-of-Pocket expenses (Table 1, line A (2).) The total amount of "Additional Fundraising" funds received by Frank and the City under this paragraph shall be inserted into Table 1, Line F.

(3) Declared budgeted costs. Each party shall declare its anticipated budgeted costs in writing to the other upon signing this agreement (the Declared Budgeted Costs) and shall provide regular updates as needed. Both parties commit to make all reasonable efforts to contain their Actual costs at or below the Declared Budgeted Costs. Frank's budgeted costs shall not include the Street Use Permit application fee or routine, departmental equipment or service fees billed to Frank for the Street Use Permit, under sec. 10.056(7).

(4) Actual Out-of-Pocket Costs. Each party shall report their Actual out-of-pocket costs as required Table 1, Line A, no later than November 19, 2015. Only those categories of costs listed in Line A may be included.

B. DIVISION OF PROCEEDS. The Combined Actual Out-of-Pocket Costs from Line A shall be subtracted from the total ticket sales, to calculate the net ticket sales revenue (TR). If the actual out-of-pocket costs are greater than the net ticket sales revenue (TR), each party shall recover a percentage of TR equal to their percentage of the Actual Out-of-Pocket Costs. If ticket revenues are equal to or greater than the Actual Out-of-Pocket Costs, the parties shall each recover a percentage of TR, plus any Additional Funds listed under Line F, at the percentages indicated in Column II, Table 1.

C. FINAL SETTLEMENT: The City shall prepare and deliver to Frank a written Final Settlement statement within thirty (30) days of the Event. The Final Settlement shall include all costs and amounts required to be calculated by this Section and Table 1, and any other information agreed upon by the parties. Frank shall notify the City, in writing, of any dispute with the Final Settlement within five (5) calendar days of receipt. In the event of a dispute, the ticket revenues shall not be disbursed or released from the segregated account described in par. 4. A. (1), above. The parties agree that the amount paid to the City under the Final Settlement shall represent the fair reimbursement by Frank for their portion of the actual costs of law enforcement, gating, etc. occasioned by their street use permitted event areas for the event, for

purposes of sec. 10.056(7)(c). However, by agreeing to this method of reimbursement, the City in no way waives its right to charge any street use permittee for the actual costs of law enforcement and other city services.

D. PAYMENT. Event Sponsor shall submit payment to the City in the amount due to the City according to **Table 1, Column II**, no later than seven (7) days after receiving the Final Settlement from the City. Event Sponsor shall submit payment to the City of Madison Finance Department, 210 Martin Luther King Jr. Blvd. Rm. 406, Madison, WI 53703, payable to the **“City of Madison - City Treasurer.”**

<b>TABLE 1</b>			
	<b>I. <u>ACTUAL OUT-OF-POCKET COSTS</u></b>		
<b>A. Combined Actual Out-of-Pocket Costs:</b>	(1) <u>FRANK:</u> Talent staging / barricading lighting PA / sound Private Security Insurance Ticket sales operations (incl. contracted services) Miscellaneous, actual out-of-pocket expenses		
	(2) <u>CITY: total out-of-pocket costs:</u> Engineering / fencing		
	Private Security		
	PA System		
	Facility rentals		
	Lighting		
	Communications Portable Toilet Rentals Law Enforcement Work Supplies Printing Miscellaneous, Actual Out-of-Pocket costs		
		(total (1) + (2))	(_____)
<b>B. Gross ticket sales</b>		(insert total ticket sales)	
<b>subtract combined out-of-pocket costs (Line A)</b>		(subtract Line A total from Line B, gross ticket sales)	<b>\$ Net Ticket Revenue</b>
<b>C. Net ticket revenue after budgeted costs</b>			<b>TR</b>

	<b>II. <u>DIVISION OF PROCEEDS:</u></b>		
<b>D. If Combined out-of-pocket costs (Line A) are greater than TR:</b>	Each party receives a percentage of TR - net ticket revenue (Line C) equal to its percentage of the combined actual out-of-pocket costs declared in Line A.		
<b>E. If TR is equal to or exceeds Line A, and Line F = \$0</b>	City = 70% of ticket revenue Franks = 30% of ticket revenue		
<b>F. Total Additional Funds (Sponsorship or other non-ticket sources of funding or revenue)</b>	(insert total Additional Funds)		
	<b>Split:</b>		
<b>G. TR + Line F:</b>			
TR + \$1 to \$9999	City = 70% TR + Additional Funds Franks = 30% TR + Additional Funds		
TR + 10000-19999	City = 67.5% " " Franks = 32.5% " "		
TR + 20000-29999	City = 65% Franks = 35%		
TR + 30000-39999	City = 62.5% Franks = 37.5%		
TR + 40000-49999	City = 60% Franks = 40%		
TR + 50000-59999	City = 57.5% Franks = 42.5%		
TR + 60000+	City = 55% Franks = 45%		

**5. EVENT INTERRUPTION OR CANCELLATION**

A. Prior to Day of Event. If at any time prior to the date of the event, the City determines that all or some portion of the expected activities cannot be held, for the reasons described in paragraph 5.C. below, the City may serve a notice to Event Sponsor to cease ticket sales, and may elect to terminate the agreement under paragraph 6.A.

B. Ticket Sales - Day of Event. The City reserves right to order Event Sponsor to cease all ticket sales on the day of event sooner than the time indicated in paragraph 3.A.(2), in case of emergency or significant crowd capacity issue, as determined by the Chief of Police, Fire Chief, Fire Marshal, other authorized City official and determined in the sole discretion of the City, after consultation with the Event Sponsor. If the event must be canceled or interrupted during the event, the City shall not be responsible for any ticket refunds.

C. Emergency Interruption or Cancellation of Event. The City reserves all rights to cause the interruption or the termination of all or part of the expected activities and event, after consultation with Event Sponsor and/or its agents, if necessary in the interest of public safety. The circumstances which would cause such interruption or cancellation of the event include but are not limited to: a public riot, a natural disaster or Act of God, a life-threatening fire, a serious health and safety calamity. Event Sponsor waives any and all claims for damages or compensation from City in the event of said interruption or termination, other than expressly provided herein.

If the City exercises the right to cancel all or part of the event any time prior to the start time for admissions, Event Sponsor shall cooperate with the City and make efforts to notify the ticket holders and general public.

D. Street Use Permit. The City reserves all rights provided by sec. 10.056 of the Madison General Ordinances to cancel or terminate Event Sponsor's Street Use Permit for the entertainment venues street use venues, according to the procedure in that ordinance.

## 6. **TERMINATION OF CONTRACT.**

A. Prior to date of event. The City of Madison may terminate this Agreement without cause upon the following circumstances: nonappropriation of funds or an emergency requiring cancellation under sec. 5. C. above, by providing written notice to the Event Sponsor of not less than ten (10) business days in the case of nonappropriation of funds, and as soon as practicable for an emergency cancellation.

B. Breach. If either party defaults in any of the covenants, agreements, commitments, or conditions herein contained, and any such default shall continue unremedied for a period of not less than five (5) business days after written notice thereof to the breaching party, the other party may, at its option and in addition to all other rights and remedies which it may have at law or in equity, including expressly the specific enforcement hereof, forthwith have the cumulative right to immediately terminate this Agreement and all rights of the other party under this Agreement.

C. Force Majeure. Neither party shall be responsible for delays or a failure to perform caused by a *force majeure*, including but not limited to strikes, walk-outs, civil insurrections or disorders, orders of civil authorities, shortages of motor fuel or equipment, acts of God, flood, fire, severe weather conditions, or for any other cause or causes beyond the control of the party. If completion of any responsibility under this Agreement should be unavoidably delayed, the time for completion shall be extended for a length of time consistent with the duration of the delay. A delay is unavoidable only if the delay was not reasonably expected to occur and was not caused directly or substantially by acts, omissions, negligence, or mistakes of the party asserting the

unavoidable delay and could not adequately have been prevented or guarded against by contractual or legal means.

## 7. INDEMNIFICATION.

The Event Sponsor shall be liable to and hereby agrees to indemnify, defend and hold harmless the City of Madison, and its officers, officials, agents, and employees against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the City or its officers, officials, agents or employees for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damages to property, including loss of use thereof, arising from, in connection with, caused by or resulting from the Event Sponsor (or any of Event Sponsor's subcontractor's) acts or omissions in the performance of this Agreement. Negligence on the part of the City and its officers, officials, agents or employees shall not eliminate Event Sponsor's indemnification obligations stated in the preceding sentence.

## 8. INSURANCE.

A. For this Agreement: Event Sponsor will insure, and will require any subcontractor to insure, as indicated, against the following risks to the extent stated:

Commercial General Liability: with no less than the following limits of liability: Bodily injury, death and property damage of \$1,000,000 per occurrence. This policy shall also be endorsed for contractual liability in the same amount. Event Sponsor's coverage shall be primary and list the City of Madison, its officers, officials, agents and employees as additional insureds. Event Sponsor shall require all subcontractors under this contract (if any) to procure and maintain insurance meeting the above criteria, applying on a primary basis and listing the City of Madison, its officers, officials, agents and employees as additional insureds.

Automobile Liability: Covering as insured the Event Sponsor, with no less than the following limits of liability: \$1,000,000 combined single limits for bodily injury, and property damage. Subcontractors shall maintain a similar policy covering as insured each subcontractor.

Workers' Compensation: Workers' Compensation as required by the State of Wisconsin, and Employers Liability limits of at least \$100,000 Each Accident, \$500,000 Disease Policy Limit, and \$100,000 Disease - Each Employee. Each subcontractor (if any) shall secure similar coverage.

Acceptability of Insurer(s): The above-required insurance is to be placed with insurers who have an A.M. Best rating of no less than A- (A minus) and a Financial Category rating of no less than VII.

As evidence of the above listed coverages, a Certificate of Insurance, a copy of the policy showing the relevant endorsement(s), and a cover letter identifying this Contract shall be forwarded to the City Comptroller, Attention: Risk Manager, 210 Martin Luther King Jr. Blvd, Room 406, Madison, WI 53703-3345, prior to the beginning of work under this Agreement.

B. Insurance for Street Use Permit: Proof of insurance for purposes of the Street Use Permit shall be as required by the City Risk Manager, pursuant to the Street Use Permit issued to Event Sponsor for this event.



**10. NONDISCRIMINATION**

In the performance of the services under this Agreement, the Event Sponsor agrees not to discriminate against any employee or applicant for employment because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs or student status. Event Sponsor further agrees not to discriminate against any sub lessee or person who offers to subcontract on this Agreement because of race, religion, color, age, disability, sex, gender identity, sexual orientation, or national origin.

**11. MISCELLANEOUS BUDGET, REPORTING, INFORMATION-SHARING**

The parties shall furnish each other all planning information and financial records as requested, including contracts, invoices received and paid, payroll records of Event Sponsor's employees, an audited financial statement and similar reports or documents as may be requested by the other party. Such documents shall be exchanged or provided as specified elsewhere in this Agreement, or if not specified, within five (5) business days after receiving a written request from the other party. The parties shall retain all records and documents used for purposes of Section 4. of this contract for at least eighteen (18) months after the expiration or termination of this Agreement.

**12. THIRD PARTY RIGHTS**

This contract is intended to be solely between the parties hereto. No part of this contract shall be construed to add, supplement, amend, abridge or repeal existing rights, benefits or privileges of any third party or parties including, but not limited to, employees of either of the parties.

**13. CHOICE OF LAW AND FORUM SELECTION.**

This contract shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Wisconsin. The parties agree, for any claim or suit or other dispute relating to this Contract that cannot be mutually resolved, the venue shall be a court of competent jurisdiction within the State of Wisconsin and the parties agree to submit themselves to the jurisdiction of said court, to the exclusion of any other judicial district that may have jurisdiction over such a dispute according to any law.

**14. COMPLIANCE WITH APPLICABLE LAWS**

The parties shall become familiar with, and shall at all times comply with and observe, all federal, state and local laws, ordinances and regulations which in any manner affect the services or conduct of the parties and their agents and employees.



**18. DAY-OF-EVENT CONTACT LIST.**

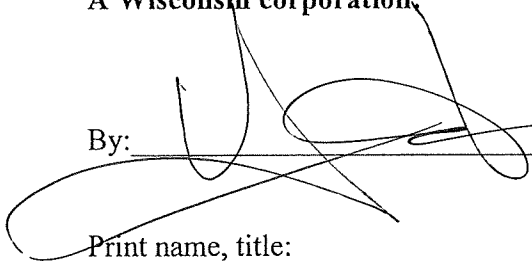
The parties shall provide each other with a contact list including names and phone numbers for day-of-event operations. Event Sponsor shall ensure that at least one (1) authorized agent is on location at each of the street use venues and available by mobile phone or other radio communications for immediate contact by the City as needed.

**19. WEAPONS PROHIBITION.**

Contractor shall prohibit, and shall require its subcontractors to prohibit, its employees from carrying weapons, including concealed weapons, in the course of performance of work under this Contract, other than while at the Contractor's or subcontractor's own business premises. This requirement shall apply to vehicles used at any City work site and vehicles used to perform any work under this Contract, except vehicles that are an employee's "own motor vehicle" pursuant to Wis. Stat. sec. 175.60(15m).

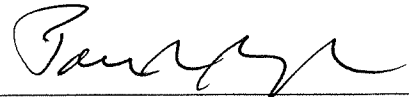
**IN WITNESS WHEREOF**, the parties hereto have set their hands at Madison, Wisconsin:

**FRANK PRODUCTIONS, INC.**  
**A Wisconsin corporation;**

By:  \_\_\_\_\_ Date 10/9/17

Print name, title:  
Larry Frank, ~~CEO~~ coo

**CITY OF MADISON, WISCONSIN**  
**a Wisconsin municipal corporation:**

By:  \_\_\_\_\_ Date 10 Oct 2017

Paul R. Soglin, Mayor

By: Maribeth Witzel-Behl \_\_\_\_\_ Date 10-20-2017

Maribeth Witzel-Behl, City Clerk

Approved:

*David Schmiedicke*  
for David Schmiedicke, Finance Director  
Date: 10-20-17

Approved as to Form:

*Patricia Lawton*  
for Michael P. May, City Attorney  
Date: 10/25/17

*Mary C. Lloyd*  
Eric T. Veum, Risk Manager

Date: 10.20.17



# City of Madison

City of Madison  
Madison, WI 53703  
www.cityofmadison.com

## Master

**File Number: 48244**

**File ID:** 48244

**File Type:** Resolution

**Status:** Passed

**Version:** 1

**Reference:**

**Controlling Body:** FINANCE  
COMMITTEE

**File Created Date :** 07/27/2017

**File Name:** Authorizing a contract with Frank Productions, Inc. for Freakfest 2017 and authorize gating and ticketing for entry into the event area.

**Final Action:** 09/05/2017

**Title:** Authorizing a contract with Frank Productions, Inc. for Freakfest 2017 and authorize gating and ticketing for entry into the event area.

### Notes:

**Sponsors:** Michael E. Verveer, Marsha A. Rummel and Zach Wood

**Effective Date:** 09/08/2017

### Attachments:

**Author:** Mayor Soglin

**Enactment Number:** RES-17-00735

**Entered by:** jbreycityofmadison.com

**Hearing Date:**

**Published Date:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Mayor's Office	07/27/2017	Referred for Introduction				
	<b>Action Text:</b>		This Resolution was Referred for Introduction				
	<b>Notes:</b>		Finance Committe, Common Council 08/01/2017				
1	COMMON COUNCIL	08/01/2017	Refer	FINANCE COMMITTEE		08/07/2017	Pass
	<b>Action Text:</b>		A motion was made by Rummel, seconded by Baldeh, to Refer to the FINANCE COMMITTEE. The motion passed by voice vote/other.				
1	FINANCE COMMITTEE	08/07/2017	RECOMMEND TO COUNCIL TO ADOPT - REPORT OF OFFICER				Pass
	<b>Action Text:</b>		A motion was made by Rummel, seconded by Verveer, to RECOMMEND TO COUNCIL TO ADOPT - REPORT OF OFFICER. The motion passed by voice vote/other.				
1	COMMON COUNCIL	09/05/2017	Adopt				Pass
	<b>Action Text:</b>		A motion was made by Rummel, seconded by Baldeh, to Adopt. The motion passed by voice vote/other.				
	<b>Notes:</b>						

### Text of Legislative File 48244

**Fiscal Note**

This resolution authorizes gating and ticketing for the Halloween event and authorizes the City to negotiate and enter into a contract with Frank Productions, Inc., to address the allocation of costs and revenues associated with the event. The 2017 Adopted Budget includes \$100,000 in General Fund revenue, which would allow for full recovery of the City agencies' costs.

**Title**

Authorizing a contract with Frank Productions, Inc. for Freakfest 2017 and authorize gating and ticketing for entry into the event area.

**Body**

WHEREAS, Frank Productions, Inc., will be issued a Street Use Permit to hold music and entertainment activities in downtown Madison as part of the continuing effort to ensure the State Street Halloween experience is a safe and positive attraction; this event is known as "Freakfest" and scheduled to take place from 7:00 p.m. on Saturday, October 28, 2017 to 1:30 a.m. on Sunday, October 29, 2017; and

WHEREAS, the number of personnel needed to staff this event requires the use of large staging areas in proximity to the event; and

WHEREAS, the City has an interest in gating and ticketing the area surrounding the event to enhance crowd safety and to offset City costs associated with the Halloween event, and Frank Productions has an interest in charging a ticket fee for the entertainment; and

WHEREAS, one of the conditions in the Street Use Permit issued to Frank Productions is that the City and Frank Productions must enter into a written contract to address details of ticket sales, appropriate allocation of ticket revenue and any other fundraising revenue, and to reflect costs of city services associated with the Street Use Permit and the contributions of both parties to the safety and success of the event;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Clerk are authorized to sign a contract with Frank Productions, Inc., for the above-stated purposes for the 2017 Halloween event; and

BE IT FURTHER RESOLVED, that that the City may utilize a ticketing and gating system and collect admission fees, and receive donations in conjunction with the Halloween event to cover the costs described above and other related costs; and

BE FINALLY RESOLVED, that that City staff will distribute free admission tickets as needed to residents and others within the gated perimeter as deemed appropriate.

Contract Routing Form

ROUTING: **Hand Carry**

printed on: 10/20/2017

Contract between: Frank Productions, Inc,  
 and Dept. or Division: Mayor's Office  
 Name/Phone Number: *Gloria Reyes 266-4611*  
 Project: Freakfest *2017* *Sashine Brey*

Contract No.:  
 Enactment No.: RES-17-00735  
 Dollar Amount: 0.00

File No.: 24641  
 Enactment Date: 09/05/2017

(Please DATE before routing)

Signatures Required	Date Received	Date Signed
City Clerk	10-20-17	10-20-2017
Director of Civil Rights	10.23.17	10-25-2017
Risk Manager	10.20.17	10/20/17 MCR
Finance Director	10.20.17	10.20.17 RW
City Attorney	1363   10-25-2017	10-25-17 PAL
Mayor	10.27.17	10.27.17
<i>Finance (For Scanning)</i>		

Please return signed Contracts to the City Clerk's Office  
 Room 103, City-County Building for filing.

**Original + 2** Copies

*clerk:*  
~~One copy needs  
 "to be stamped  
 file copy" and  
 have the page added  
 @ the back. - Lara~~

Dis Rights: OK / ~~NA~~ / Problem - Hold  
 Prev Wage: AA / Agency / ~~No~~  
 Contract Value: 0.<sup>00</sup>  
 AA Plan: ?  
 Amendment / Addendum #  
 Type: POS / Dvlp / Sbdv / Gov't /  
 Grant / PW / Goal / Loan / Agmt