

RESOLUTION NO. R-15-19

A RESOLUTION AUTHORIZING ACCEPTANCE OF A PROPOSAL FROM OMNI ENTERTAINMENT TO PROVIDE PERFORMANCE ARTISTS FOR THE 2015 SOUNDS ON THE SQUARE FRIDAY AND SATURDAY NIGHT CONCERT SERIES AND THE SWING THING CONCERT SERIES AT LINDEN SQUARE STAGE BEGINNING MAY 23, 2015, THROUGH SEPTEMBER 12, 2015, FOR AN AMOUNT NOT TO EXCEED \$32,850, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE OMNI VENUE BOOKING AGREEMENT.

WHEREAS Omni Entertainment has been deemed qualified to provide performance artists for the 2015 Sounds on the Square Friday and Saturday Night Concert Series and The Swing Thing Concert Series at Linden Square Stage, and the proposal of Omni Entertainment is recommended for acceptance.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI AS FOLLOWS:

THAT, the City Manager of the City of Gladstone, Missouri, be and is hereby authorized to accept the proposal of Omni Entertainment to provide performance artists for the 2015 Sounds on the Square Friday and Saturday Night Concert Series and The Swing Thing Concert Series at Linden Square Stage for an amount not to exceed \$32,850.


FURTHER, funds for such purpose are authorized from the General Fund.

INTRODUCED, READ, PASSED, AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI THIS 23rd DAY OF MARCH 2015.



J. Brian Hill, Mayor

Attest:



Ruth E. Bocchino, City Clerk

Memo

To: Kirk Davis, City Manager
From: Justin Merkey, Interim Director of Parks & Recreation
Paula Brooks, Parks & Recreation Specialist
Date: 3/18/15
Re: Resolution for Linden Square Entertainment Contract.

Attached please find a resolution authorizing the acceptance of a proposal from Omni Entertainment to provide performance artists for the 2015 Sounds on the Square Friday and Saturday Night Concert Series and The Swing Thing Concert Series at Linden Square Stage beginning May 23, 2015 through September 12, 2015, for an amount not to exceed \$32,850 to be paid from the General Fund.

This is the proposed entertainment contract that was covered in the March 23 Study Session titled Linden Square Programming.

Please see me if you have any questions or concerns regarding this resolution.

VENUE BOOKING AGREEMENT

THIS AGREEMENT made on the 23 day of MARCH, 2015 between OMNI Entertainment, LLC, a Missouri Limited Liability Company, located at 1615 NE 100 Court, Kansas City, Missouri 64155 (hereinafter referred to as "Agent") and the City of Gladstone, Missouri, a political subdivision in the State of Missouri, located at 7010 N Holmes, Gladstone, Missouri 64118 (hereinafter referred to as "Purchaser").

AGENT AND PURCHASER hereby agree as follows:

Scope of Agreement

Agent is able to engage Artists who provide entertainment and/or music at public venues. Purchaser has established a public venue for entertainment at the Amphitheatre at Linden Square and wishes to contract with the Agent to provide musical and entertainment acts on the dates and times and for the pricing listed on the attached Schedule 1.

Compensation

Purchaser shall pay to Agent the amount stated on Schedule 1 for each act. The amount stated on Schedule 1 is the total amount of compensation paid to Agent by Purchaser. Agent shall provide Purchaser with an Invoice for payment on the last business day of each month beginning on the 31st day of May, 2015 and ending on the 31st day of October, 2015. Purchaser shall pay each Invoice within 10 days after presentment.

Agent agrees to pay each act on the terms and conditions agreed to between them. Purchaser is not responsible to pay any money directly to any of the acts for any performance expenses or amenities while at the performance venue.

All payments to Agent shall be made by certified check, wire transfer, money order or any other manner agreed to from time to time by the parties. If payment is not made on the last business day of the month then any unpaid sums will collect interest at the rate of 1.5% per month until paid.

The Performance

Purchaser has identified Paula Brooks as the contact person for any questions performing acts may have about the venue. It will be the responsibility of each performing act to: 1. Be familiar with the amphitheater stage, 2. Be familiar with the sound system available at the venue, 3. To notify the Purchaser's Contact Person about any sound or stage equipment being set up by the act, 4. To be ready to begin the performance at the time stated on the attached Schedule 1, 5. Provide any desired Security, 6. Know the location of the venue, 7. Take breaks no longer than 15 minutes for every hour of performance time, 8. Not drink alcoholic beverages or ingest any illegal drugs before or during the performance, and 9. Locate at the venue an on-site supervisor for the Purchaser.

Indemnity

Agent agrees to indemnify and hold harmless Purchaser, and its agents, officials, officers, employees, and elected and appointed officials, against all claims for injuries, death, loss or damage to persons or property, including attorney's fees and costs, caused by a Performer and any negligent or intentional act of any Performer(s) while performing at Purchaser's venue.

Insurance

Agent will obtain such Commercial General Liability policies of insurance as are necessary to provide coverage of all performers under the foregoing indemnification requirement in the sum of Two Million, Five Hundred and Forty-five Thousand, Sixty-two Dollars and no/100 (\$2,545,062.00) for all claims arising out of a single occurrence and shall not exceed Three Hundred Eighty-One Thousand, Seven Hundred Fifty-Nine Dollars and no/100 (\$381,759.00) for any one person in a single accident or occurrence. Agent shall provide Purchaser a Certificate naming Purchaser as an additional insured under the foregoing policies.

Publicity/use of Name and Logo

Agent shall not use the Purchaser's name, any service mark, trademarks, acronym or logo of Purchaser without Purchaser's prior written consent.

Withholding Monthly Payment for Damage to Venue

If a Performer damages any of Purchaser's property before, during, or after a performance Purchaser may withhold from Agent's next monthly payment the amount necessary to repair said damage. Purchaser shall provide notice to Agent within 48 hours of the performance of any such damage. If the damage is a covered loss under Agent's insurance policy then Purchaser shall not withhold any monthly payment. Agent agrees to be responsible for paying all deductible amounts under any insurance policy.

Publicity

Agent may provide Purchaser with promotional materials prior to any performance for posting at locations selected by the Purchaser. Purchaser is not required to post such materials. Purchaser may use the likenesses of Performers or promotional material provided by Agent on Purchaser's web site, public access cable channel, or future promotional materials.

Sound or Video Recording

Purchaser and audience members may record performances by sound or video unless Agent notifies the Purchaser otherwise prior to any performance.

Return Engagement

Any return engagement with Purchaser by any performer within one (1) year from the date of Performer's performance at Purchaser's venue will be conducted through Agent.

Choice of Law

All claims and disputes which may arise between Agent and Purchaser regarding the applications or interpretation of any of the terms and conditions of this agreement, including any disputes between the parties as to their respective obligations and responsibilities hereunder, shall be determined using Missouri law and if any court action is instituted the petition for relief shall be filed with the Clay County, Missouri, Circuit Court.

Entire Agreement

This agreement and the attached Schedule constitute the sole, complete, and binding agreement between the parties. Purchaser and its employees assume no responsibility or liability as between the Agent and the Performers. Agent agrees to accept sole responsibility for complying with any rules and regulations of any entertainment unions or guilds of which a performer may be a member.

Notices

All notices, requests, demands or other communications with respect to this agreement, are deemed to have been delivered upon receipt or refusal to accept delivery after being either mailed by United States first-class certified or registered mail, postage prepaid and addressed to:

Agent: OMNI Entertainment
1615 NE 100th Court
Kansas City, Missouri 64155

Purchaser: City of Gladstone
Attn: Paula Brooks
7010 N Holmes
Gladstone, Missouri 64118

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed as of the above stated date.

Agent:

OMNI ENTERTAINMENT

By: _____

Jeff Tiller

Purchaser:

CITY OF GLADSTONE

By: _____

Kirk L. Davis
City Manager



ATTEST:

Ruth E. Bocchino 3/30/15
Ruth E. Bocchino
City Clerk

Approved as to Form:

B
Randall Thompson
City Counselor

Venue Booking Agreement - Schedule 1

Sounds on the Square - Friday Night Concert Series

Date	Start Time	End Time	Band	Fee
5/29/2015	7:00 p.m.	9:30 p.m.	Moats Brothers	\$850.00
6/12/2015	7:00 p.m.	9:30 p.m.	Cherry Bomb	\$1,300.00
6/19/2015	7:00 p.m.	9:30 p.m.	State Line Drive	\$900.00
6/26/2015	7:00 p.m.	9:30 p.m.	Platinum Express	\$1,200.00
7/17/2015	7:00 p.m.	9:30 p.m.	Vantage Point	\$800.00
7/24/2015	7:00 p.m.	9:30 p.m.	Now & Then	\$1,200.00
7/31/2015	7:00 p.m.	9:30 p.m.	Nace Brothers	\$1,200.00
8/14/2015	7:00 p.m.	9:30 p.m.	Travis Marvin	\$1,300.00
8/21/2015	7:00 p.m.	9:30 p.m.	Carl Worden Band	\$1,000.00
8/28/2015	7:00 p.m.	9:30 p.m.	Lyn Eyes	\$1,200.00
9/4/2015	7:00 p.m.	9:30 p.m.	Allied Saints	\$1,250.00
9/11/2015	7:00 p.m.	9:30 p.m.	County Road 5	\$1,000.00
				\$13,200.00

Sounds on the Square - Saturday Night Concert Series

Date	Start Time	End Time	Band	Fee
5/23/2015	4:40 p.m.	6:00 p.m.	Anna Lee & The Lucky So & So's	\$800.00
5/23/2015	6:30 p.m.	8:00 p.m.	The Bucket Band	\$800.00
6/27/2015	8:00 p.m.	10:30 p.m.	Women of Rock/Change of Heart	\$2,500.00
7/25/2015	8:00 p.m.	10:30 p.m.	Landslide/Killer Queen	\$3,950.00
8/15/2015	8:00 p.m.	10:30 p.m.	Members Only	\$5,000.00
9/12/2015	8:00 p.m.	10:30 p.m.	Elton Dan/Synchronicity	\$3,000.00
				\$16,050.00

The Swing Thing Concert Series

Date	Start Time	End Time	Band	Fee
5/30/2015	8:00 p.m.	9:30 p.m.	Grand Marquis	\$900.00
6/6/2015	8:00 p.m.	9:30 p.m.	Abel Ramirez Swing Band	\$900.00
6/13/2015	8:00 p.m.	9:30 p.m.	Victor and Penny and the Loose Change Orchestra	\$900.00
6/20/2015	8:00 p.m.	9:30 p.m.	Bram Wignands Swing Band	\$900.00
				\$3,600.00

2015 Band Season Total \$32,850.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/09/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AHI Group 2143 E 151st Street Olathe, KS 66062 License #: 262718591-000	CONTACT NAME: Inez Fallis	FAX (A/C, No): 913-839-1479	
	PHONE (A/C, No, Ext): 913-839-1478	E-MAIL ADDRESS: inez@autohomekc.com	
INSURED Omni Enterprises, LLC 1615 NE 100 Court Kansas City, MO 64155	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Travelers Insurance		
	INSURER B: Travelers Casualty Insurance of America		19046
	INSURER C: Travelers Casualty Insurance Company of America		25658
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER: 00000782-99954

REVISION NUMBER: 11

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	Y	Y	6804184X463	01/30/2014	01/30/2015	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000				
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		MED EXP (Any one person) \$ 5,000				
	<input checked="" type="checkbox"/> Deductible: \$0.00		PERSONAL & ADV INJURY \$ 1,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
B	AUTOMOBILE LIABILITY	Y	Y	6804184X463	01/30/2014	01/30/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO		BODILY INJURY (Per person) \$				
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS		BODILY INJURY (Per accident) \$				
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		PROPERTY DAMAGE (Per accident) \$				
							\$
							\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			CUP8C792981	01/30/2014	01/30/2015	EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE		AGGREGATE \$ 1,000,000				
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		\$				
			\$				
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y	N	UB4187X987	01/30/2014	01/30/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH)	N	E.L. EACH ACCIDENT \$ 1,000,000				
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000				
			E.L. DISEASE - POLICY LIMIT \$ 1,000,000				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Harrah's North Kansas City Casino is listed as an additional insured, waiver of subrogation and non-contributory endorsement is granted.

CERTIFICATE HOLDER**CANCELLATION**

City of Gladstone, MO/Linden Square 7010 N Holmes Gladstone, MO 64118	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE (ICF)

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