

Meeting Date: 6/17/2014

Report Type: Consent

Report ID: 2014-00407

Title: Parking Services Contract for Playbill Advertising

Location: Citywide

Recommendation: Pass a Motion authorizing the City Manager to execute a contract with California Musical Theatre for advertisements in the playbills for a term of one-year with four, one-year renewal options for a not-to-exceed amount of \$39,250 per year.

Contact: Matt Eierman, Parking Services Manager, (916) 808-5849, Department of Public Works

Presenter: None

Department: Public Works Department

Division: Off-Street Parking Admin

Dept ID: 15001211

Attachments:

1-Description/Analysis

2-Contract

City Attorney Review

Approved as to Form

Gerald Hicks

5/19/2014 2:40:47 PM

Approvals/Acknowledgements

Department Director or Designee: Jerry Way - 5/16/2014 7:23:25 AM

Description/Analysis

Issue Detail: For each performance of the Music Circus and Broadway Sacramento series, the California Musical Theatre (CMT) provides every patron a copy of the playbill performance program. Since 2009, the City has been placing ads in the playbill that assist patrons with finding convenient parking when they visit theater venues and provides additional revenue at City parking facilities. Staff is recommending the City enter in a one-year contract with four, one-year options to renew with CMT to place advertisements in playbill programs.

Policy Considerations: The recommended action supports the Central City Parking Master Plan goal to Make Parking Safe, Secure, Attractive and Convenient.

Economic Impacts: None.

Environmental Considerations:

California Environmental Quality Act (CEQA): This activity is not considered a project as defined by Section 15378 of the California Environmental Quality Act (CEQA). The activity involves no physical construction and, therefore, has no potential to cause a significant impact on the environment (CEQA Section 15061 (b)(3)).

Sustainability Considerations: This action supports the City of Sacramento's sustainability goals to improve and optimize the transportation infrastructure.

Other: None.

Commission/Committee Action: None.

Rationale for Recommendation: Each year, the CMT produces the Music Circus at the Wells Fargo Pavilion and the Broadway Sacramento series at the Community Center Theater. These performances draw thousands of patrons throughout the Sacramento region to the downtown area. For each performance, patrons are given a copy of the playbill performance program which contains performance information and advertisement opportunities for local restaurants and businesses.

The City of Sacramento, Parking Services Division manages eight parking garages in the downtown area, including several that are within walking distance to CMT venues. Memorial Garage, located directly across the street from the Wells Fargo Pavilion at 15th and H Streets, has over 1,000 parking spaces. Capitol Garage, located at 11th and L Streets, has almost 1,000 parking spaces and is located a couple blocks west of the Community Center Theater. Parking Services also manages the State's East End Garage at 16th and L Streets. The East End Garage has approximately 600 spaces for Community Center Theater guests.

Since 2009 the City has placed ads in CMT playbills, providing CMT visitors with useful information about the location of safe and convenient City-owned parking facilities that serve CMT venues. Last year, the City generated over \$160,000 in parking revenues from patrons of CMT performances who parked in City-owned parking facilities. The Parking Services Division recommends entering into a long term contract that will lock in advertising prices for up to five years and continue promoting City parking garages as preferred locations for CMT customers.

Financial Considerations: The cost for two advertisements in one season of playbills for the Music Circus (five shows) is \$15,250 and for the Broadway Sacramento series (six shows) it is \$24,000. The total annual cost for each year of the contract, including renewal options, is \$39,250. Sufficient funds are available in the Parking Services Division Off-Street operating budget (Fund 6004) for this contract.

Local Business Enterprise Program (LBE): There are no LBE considerations associated with the requested action.

CALIFORNIA MUSICAL THEATRE PLAYBILL ADVERTISING

1-year contract with 4 annual options to renew

ADVERTISER:	City of Sacramento Parking	CONTACT:	Erika Galang
ADDRESS:	300 Richards Blvd. Suite 213	PHONE:	(916) 808-8572
	Sacramento, CA 95811	FAX:	
DATE:	5/21/14	EMAIL:	egalang@cityofsacramento.org

MUSIC CIRCUS 2014 - 2018

■ 5-SHOW SEASON: 2 ads in ONE season of playbills	
1. Standard full page - full color ad - 5" x 8" no bleed	\$6,500
2. Premium location (inside front cover) full page - full color ad - 5" x 8" no bleed	\$8,750
SUBTOTAL FOR ONE MUSIC CIRCUS SEASON \$15,250	

BROADWAY SACRAMENTO 2014 - 2019

■ 6-SHOW SEASON: 2 ads in ONE season of playbills	
1. Standard full page - full color ad - 5" x 8" no bleed	\$9,500
2. Premium location (inside front cover) full page - full color ad - 5" x 8" no bleed	\$14,500
SUBTOTAL FOR ONE BROADWAY SACRAMENTO SEASON \$24,000	

ART DEADLINES

MC 14: JUN 5		
JEB: OCT 22	DID: DEC 17	JAD: JAN 14
RAI: MAR 4	ONE: APR 1	CIN: APR 29

PAYMENT SCHEDULE

Signed contract invoice and first annual payment due in full by July 1, 2014. Annual renewal of contract and full payment due no later than July 1 of each year thereafter until contract is up for renegotiation March 1, 2019. Rates guaranteed through BS 18-19 Season.

TOTALS:

AD RATE(S):	\$15,250 MC
	\$24,000 BS
CASH DUE: \$39,250 per year	

Please submit cashier's or corporate check to:
 CALIFORNIA MUSICAL THEATRE | ATTN: Accounts Receivable/Corinne Wihl | 1510 J Street, #200 | Sacramento, CA 95814

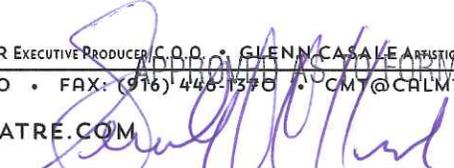
CONTRACT AGREEMENT:

I have read and understand the terms and conditions of this contract. By my signature below, I agree to abide by the aforementioned terms and conditions and guarantee payment of all amounts and deadlines required under this contract.

Advertiser Signature 	Date 6/5/14
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Elisabeth Thomas - California Musical Theatre (916) 446-5880 x 112 ethomas@calmt.com	Date
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CALIFORNIA MUSICAL THEATRE • RICHARD LEWIS PRESIDENT/C.E.O. • SCOTT KLIER EXECUTIVE PRODUCER/C.O.O. • GLENN CASALE ARTISTIC DIRECTOR
 1510 J STREET, SUITE 200, SACRAMENTO, CA 95814 • PH: (916) 446-5880 • FAX: (916) 446-1378 • CM7@CALMT.COM


 CITY ATTORNEY

TERMS AND CONDITIONS

Credit and Payment Terms

Payment in advance is required unless explicit payment plan is agreed to within this contract. All past due accounts will be invoiced at the beginning of each month. Overdue accounts (30 days past due) may be charged a 1.5% interest rate per month (18% annually). California Musical Theatre will withhold publication of advertisement if more than 60 days past due.

Acts of God

In the event of flood, fire, earthquake, strike or other emergencies this contract shall be waived for the period of time, and neither California Musical Theatre nor the Advertiser shall be liable for damages.

Circulation

Advertiser is contracting with California Musical Theatre for inclusion in performance programs (the playbill) regardless of actual audience attendance. The theatre makes the best effort to estimate circulation size based upon season schedule and recent attendance trends. The theatre makes no guarantee to actual attendance and is not liable for circulation shortfalls. Cancellation of productions or performances will result in a pro-rated adjustment to the contract and a credit applied for future advertising contracts.

Copy and Contract Regulations

Advertising space ordered under contract may not be used in the interest of any other than the advertiser named on the contract.

Advertising called by the advertiser/agency after the art deadline will be subject to a penalty of 33% of the contract. An advertiser's failure to meet the deadline for art delivery is considered a cancelled advertisement.

Camera-ready advertisement is defined as artwork that requires no alteration by the theatre publisher, including resizing, editing, typesetting, conversion or otherwise making additions or deletions to the ad. California Musical Theatre reserves the right to charge for alterations to advertising at a rate up to \$50 per hour. Further, California Musical Theatre may cancel submitted advertising that does not meet provided specifications.

Advertiser may opt out of this contract by submitting 30 day notification in writing to California Musical Theatre. If a contract is cancelled by the advertiser prior to fulfillment, the contract may be recalculated based upon the published rate card in light of the actual insertion.

Theatre publisher reserves the right to revise or reject any advertisement that closely resembles editorial matter that is deemed objectionable in appearance or subject matter or that is questionable in standard business ethics or public policy. The publisher reserves the right to insert the word "advertisement" above any copy.

California Musical Theatre has contractual relationships with national touring producers, theatrical licensors and sponsors that may supersede this contract. The publisher reserves the right to cancel any advertising contracts that conflict with the best business interests of California Musical Theatre.

If an error in advertising copy, size or omission occurs which is the fault of California Musical Theatre and the advertiser notifies the theatre of said error within two weeks of publication, one of the following remedies may be offered: California Musical Theatre may offer a "make good" advertisement in the next available issue following disclosure of the error or the theatre may cancel charges for the portion of the advertisement rendered valueless by the error.

California Musical Theatre cannot assume further responsibility for mistakes after one or more of the remedies listed above have been employed and the advertiser expressly agrees that a contract or insertion order shall not be invalidated by mistakes. In no event will the theatre be liable for any costs, damages or loss (including without limitation loss of projected earnings) directly or indirectly arising from errors in advertisements or ad placement or failure to publish an advertisement or circulate all or part of an issue.

Is it agreed that the advertiser/agency will indemnify and save the theatre harmless from and against any loss, expense or other liability resulting from any claims or suits for libel, violation of right of privacy, plagiarism, copyright infringement and any other claims or suits that may arise out of the publication of such advertisement.

Advertiser represents to the theatre that advertiser and its agents, if any, have the full legal right to publish, in their entirety, all advertisements submitted for publication hereunder, including the use of copyrights, trademarks and likenesses, and by publishing any of such advertisements theatre will not violate the rights of any person or any federal, state, or local statutes or rules and regulations of any applicable federal, state or local authority, and advertiser agrees to indemnify theatre, and hold it harmless from and defend it against any losses, expenses, suits of claims (and any and all costs and claims, including without limitation, attorney's fees) which publisher may incur and which arise out of the publication by it of any such advertisements, including, without limitation of the foregoing, any claims of libel, violation of rights of privacy, plagiarism, unfair competitions of trade practices, or copyright and/or trademark infringement.

California Musical Theatre has the right to reject or cancel any advertising which, in our opinion, does not conform to the standards of the publication.

By signing the attached advertising contract, you are agreeing to the above terms and conditions.