

Louisville Metro Council City Agency Request

- Neighborhood Development Fund (NDF)
- Capital Infrastructure Fund (CIF)
- Municipal Aid Program (MAP)
- Paving Fund (PAV)

Primary Sponsor: Councilman tom Owen

Amount: \$1,147.00 **Date:** February 25, 2016

Description of program/project including public purpose, additional funding sources, location of project/program and any external grantee(s):
 District 8 would like to transfer \$1,147.00 of NDF to Metro Parks for Patch box rental and Trash Cans (10) for the following dates Sunday Sept 11, Sept 18, and Sept 25th for a free to the public jazz concerts in Tyler Park.

City Agency: Metro Parks
Contact Person: Robyn Richards
Agency Phone: 502-368-5910

I have reviewed this request for an expenditure of city tax dollars, and have determined the funds will be used for a public purpose.

8TH
District #
Thomas H. Owen
Council Member Signature
\$1,147.00
Amount
Feb 25, 2016
Date

Approved by: _____
Appropriations Committee Chairman Date

Clerk's Office & OMB Use Only:

Request Amount: _____ Amended Amount: _____

Reference #: _____ To OMB: _____

Budget Revision #: _____

Account #: _____

To Project Manager: _____ Completion Date: _____

Actual Cost: _____ Funds Returned: _____

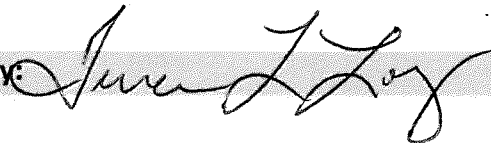
CIF, NDF, MAP OR PAV INTERAGENCY CHECKLIST

Interagency Name: Metro Parks

Program/Project Name: Jazz in Tyler Park

	Yes/No/NA
Request Form: Is the Request Signed by all Council Member(s) Appropriating Funding?	Yes
Request Form: If matching funds are to be used, are they disclosed with account numbers in the request form description?	NA
Request Form: If matching funds are to be used, does the amount of the request exclude the matching fund amount?	NA
Request Form: If other funds are to be used for this project, are they disclosed with account numbers in the request form description?	NA
Funding Source: If CIF is being requested, does Metro Louisville own/will own the real estate, building or equipment? If not, the funding source is probably NDF.	NA
Funding Source: If CIF is being requested, does the project have a useful life of more than one year? If not, the funding source is probably NDF.	NA
Ordinance Required: Is the NDF request to a Metro Agency greater than \$5,000? If so, an ordinance is required.	NA
Ordinance Required: Is the request a transfer from NDF to cost center? If so, is the amount given for the fiscal year \$25,000 or less?	NA
Supporting Documentation: Does the attachment include a valid estimate and description of cost?	Yes

Prepared by:



Date: February 25, 2016

Long, Terra L

From: Richards, Robyn
Sent: Thursday, February 25, 2016 8:10 AM
To: Long, Terra L; Brian Caudill; Babb, Jade R.
Cc: Owen, Tom
Subject: RE: Tyler Park

Yes, Metro Parks will accept the transfer of \$1,147.00 from Councilman Owen for the Tyler Park Jazz Concert series.

502-368-5910

From: Long, Terra L
Sent: Wednesday, February 24, 2016 5:03 PM
To: Brian Caudill; Richards, Robyn
Cc: Owen, Tom
Subject: RE: Tyler Park

Councilman Owen wants to transfer \$1,147.00 of NDF to cover these Park expenses for this public event. Will you accept funding?

From: Brian Caudill [<mailto:brian.caudill@att.net>]
Sent: Wednesday, February 24, 2016 4:48 PM
To: Richards, Robyn
Cc: Long, Terra L
Subject: Fwd:

Robyn,

I've attached the signed agreement. I will start the process with our insurance agent and get that in the works.

It is my understanding that the park fees will be covered by a Metro Council transfer. I've copied Terra Long with the 8th district to confirm.

Thanks and if you have any questions let me know.

Thanks

Brian

Begin forwarded message:

From: "Caudill, Brian L" <Brian.Caudill@kindred.com>
Date: February 24, 2016 at 4:42:51 PM EST
To: Brian Caudill <brian.caudill@att.net>

Brian L. Caudill
Senior Director of Reimbursement
Kindred Healthcare, Inc.



METRO Parks

B. The insurance to be procured and maintained and minimum Limits of Liability shall be as follows, unless different limits are specified by addendum to the contract:

1. COMMERCIAL GENERAL LIABILITY, via the Occurrence Form, with a **\$1,000,000** Combined Single Limit for any one Occurrence for Bodily Injury, Personal Injury and Property Damage, including:

- a. Premises - Operations Coverage
- b. Products and Completed Operations
- c. Contractual Liability
- d. Broad Form Property Damage
- e. Independent Contractors Protective Liability
- f. Personal Injury

2. WORKERS' COMPENSATION insuring the employer's obligations under Kentucky Revised Statutes Chapter 342 at Statutory Limits, and EMPLOYERS' LIABILITY - \$100,000 Each Accident/\$500,000 Disease - Policy Limit/\$100,000 Disease - Each Employee.

III. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurance Companies with an A.M. Best Rating of no less than "B+VI", unless proper financial information relating to the Company is submitted to and approved by the Louisville/Jefferson County Metro Government's Risk Management Division.



METRO Parks

IV. MISCELLANEOUS

A. The Contractor shall procure and maintain insurance policies as described herein and for which the Louisville/Jefferson County Metro Government shall be furnished Certificates of Insurance upon the execution of the Contract. The Certificates shall include provisions stating that the policies may not be cancelled without the Louisville/Jefferson County Metro Government having been provided at least (30) thirty days written notice. The Certificates shall include the name and address of the person executing the Certificate of Insurance as well as the person's signature. If policies expire before the completion of the Contract, renewal Certificates of Insurance shall be furnished to the Louisville/Jefferson County Metro Government at least 30 days prior to the expiration of any policy(s).

B. Certificates of Insurance as required above shall be furnished, as called for:

Louisville/Jefferson County Metro Government
Finance Department, Risk Management Division
611 West Jefferson Street
Louisville, Kentucky 40202

C. The Contractor agrees that it will not materially alter any of the insurance policies currently in force and relied on under this agreement. Further, the Contractor will not reduce any coverage amount below the limits required in this agreement.

D. Approval of the insurance by the Louisville/Jefferson County Metro Government shall not in any way relieve or decrease the liability of the Contractor hereunder. It is expressly understood that the Louisville/Jefferson County Metro Government does not in any way represent that the specified Limits of Liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the Contractor.



METRO Parks

The Permitted Tyler Park Neighborhood Association agrees to indemnify, hold harmless, and defend the Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors in interest from all claims, damages, losses and expenses including attorneys' fees, arising out of or resulting, directly or indirectly, from the Contractor's (or Contractor's Subcontractors, if any) performance or breach of the contract provided that such claim, damage, loss, or expense is: (1) attributable to personal injury, bodily injury, sickness, death, or to injury to or destruction of property, including the loss of use resulting therefrom, or breach of contract, and (2) not caused by the negligent act or omission or willful misconduct of the Louisville/Jefferson County Metro Government or its elected and appointed officials and employees acting within the scope of their employment. This Hold Harmless and Indemnification Clause shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Contract.

Event Organizer shall comply with the Federal Copyright Law of 1978 (17 U.S.C. 101 et acq.) any regulation issued hereunder, including, without limitation, payment of any royalties which are due for the use of copyrighted works in Event Organizer's transmissions or broadcasts to the copyright owner, or representative of said copyright owner, and Event Organizer shall defend, indemnify and hold harmless the Metro Government and its representatives, agents and employees from any claims or damages arising out of Event Organizer's infringement or violation of the Copyright Law and/or related regulations or any claims which may be asserted by others against the Metro Government relating to or in any way connected with Event Organizer's performances.

Any misrepresentation of this Agreement will make this Agreement null and void.

Any publicity to the general public must be approved in advance by Metro Parks before distribution.

Please sign below and return one copy of this agreement to the address listed above. In addition, we ask that you be courteous to other park users at all times. Good luck with your event. All paperwork/checks must be in our office two (2) weeks after booking event.

BUSINESS NAME (IF APPLICABLE): Tyler Park Neighborhood Association

SIGNATURE: 

PRINTED NAME: Brian Caudill

TITLE: VP

DATE: 2/24/16



METRO Parks

METRO PARKS SPECIAL EVENTS

I. HOLD HARMLESS AND INDEMNIFICATION CLAUSE

The Contractor shall indemnify, hold harmless, and defend the Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors in interest from all claims, damages, losses and expenses including attorneys' fees, arising out of or resulting, directly or indirectly, from the Contractor's (or Contractor's Subcontractors, if any) performance or breach of the contract provided that such claim, damage, loss, or expense is: (1) attributable to personal injury, bodily injury, sickness, death, or to injury to or destruction of property, including the loss of use resulting therefrom, or breach of contract, and (2) not caused by the negligent act or omission or willful misconduct of the Louisville/Jefferson County Metro Government or its elected and appointed officials and employees acting within the scope of their employment. This Hold Harmless and Indemnification Clause shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Contract.

II. INSURANCE REQUIREMENTS

Prior to commencing work, Contractor shall obtain at its own cost and expense the following types of insurance companies licensed in the State of Kentucky. Insurance written by non-admitted carriers will also be considered acceptable, in accordance with Kentucky Insurance Law) KRS 304.10-040). Workers' Compensation written through qualified group self-insurance programs in accordance with Kentucky Revised Statutes (KRS 342.350) will also be acceptable. The Contractor shall not commence work under this Contract until all insurance required under the Contract Document has been obtained and until copies of policies or certificates there of are submitted to and approved by the Louisville/Jefferson County Metro Government's Risk Management Division. The Contractor shall not allow any subcontractor to commence work until the insurance required of such subcontractor has been obtained and copies of Certificates of Insurance retained by Contractor evidencing proof of coverages.

Without limiting Contractor's indemnification requirements, it is agreed that Contractor shall maintain in force at all times during the performance of this agreement the following policy or policies of insurance covering its operations, and require subcontractors, if subcontracting is authorized, to procure and maintain these same policies until final acceptance of the work by the Louisville/Jefferson County Metro Government.

The Louisville/Jefferson County Metro Government may require Contractor to supply proof of subcontractor's insurance via Certificates of Insurance, or at Louisville/Jefferson County Metro Government's option, actual copies of policies.

- A. The following clause shall be added to the Contractor's (and subcontractors) Commercial General Liability Policies:
 1. "The Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors are added as an "Additional Insured" as respects operations of the Named Insured performed relative to the Tyler Park Jazz Festival.



METRO Parks

- The district manager or supervisor is available for a site meeting regarding logistics.
- Festivals and major events must provide a site map showing placement of items/vendors to be used.
- If vendors are involved, a separate vendor permit is required, see below. The event organizer may obtain a Master Vendor permit, or they may require each individual vendor to obtain a permit. Vendors will not be permitted if the proper permit is not obtained.
- Also, if vendors are involved, they may operate only in designated areas. The no parking rule applies. Disposal of cooking oils and other waste products are the responsibility of the vendor in accordance with OSHA/Fire Department regulations. The vendor will be billed for any Non-compliance to cover Metro Parks' expense of clean up.
- Portable toilets are the responsibility of the event organizer. Existing restroom facility, if applicable, will be open and clean, unless otherwise noted. You must provide contact information for the portable toilet vendor. Placement location must be pre-approved.
- Signs and banners must be free standing or placed on a stage or vehicles. No signs or decorations may be posted on trees or structures (includes park signs).
- Alcoholic beverages are prohibited; also visual displays and written advertisements that promote alcoholic products are prohibited on park grounds.
- Music should be for the enjoyment of those in the immediate area — not loud or blaring.
- The park will be clean and orderly. It is the event organizer's responsibility to clean up and bag trash for removal by Metro Parks.
- Event shall close no later than 11:00 p.m., in consideration of the residential neighborhood.
- Any damage to the Park or Metro Parks' property will be assessed and billed to cover Metro Parks' cost of clean up and repair.

Temporary Vendor Permit, if applicable:

Temporary Master Vendor Permit- obtained by the Event Organizer. The event organizer is responsible for insuring the vendors have all the required documents to operate, (including but not limited to insurance, sales tax permit, health department permits, Revenue commission permit, etc.) The fee for the Temporary Master Vendor Permit is \$750.00 per day or a discounted fee of \$1500.00 for three consecutive days.

Individual Temporary Vendor Permit- obtained by the vendor. Metro Parks will require and obtain all the necessary documents from each vendor. The fee for the temporary Vendor Permit is \$125 per day or a discounted fee of \$225 for three consecutive days. There is a non-profit rate available for groups that qualify: \$100 per day or a discounted fee of \$225 for three consecutive days.

Additional Services available:

If the following additional services or equipment rentals are required or requested, the cost of these services will be assumed by the event organizer and must be paid for prior to the event.

Patch Box	\$125	(\$125 for non-profits)
Picnic Tables (set of 10, delivered)	\$150	(\$100 for non-profits)
Trash Cans (set of 10)	\$150	(\$100 for non-profits)
Clean Up Crews (per hour)	\$175	(\$125 for non-profits)
Commercial Photography/Film Permit	\$150	(\$100 for non-profits)
Bleachers (set-up and delivery):		
40 seat section (wooden)	\$300	(\$250 for non-profits)
45 seat section (aluminum)	\$400	(\$350 for non-profits)
180 seat section	\$500	(\$450 for non-profits)

If reservation is at least two months from date of event, full payment is due within thirty days of reservation/booking.

If reservation is within fifteen to thirty days of the date of event, full payment is due upon booking.

If reservation is within fourteen days of event, full payment is due upon booking and approval from district supervisor (for staffing purposes).

Non-payment of reservation/event fee within stated time frame or payment with insufficient fund check shall void contract immediately and cancel reservation and or event.

There is a \$50 fee for all returned checks

Facility Rental Agreement

Contract #: 26206
Date: 23-Feb-16

User: robyn
Status: Firm

The undersigned holder of this permit hereby releases Louisville / Jefferson County Metro Government by and through its Metro Parks Department from any and all obligations, claims, or responsibilities arising from the use by the holder of this permit of the premises and activity covered by said permit, and further indemnifies and binds itself to hold the Louisville / Jefferson County Metro Government by and through its Metro Parks Department harmless from any obligation, claim or cause of action which might arise, be made, or brought against Louisville / Jefferson County Metro Government by and through its Metro Parks Department by any party arising from the use by the holder of this permit of the premises and activity covered by said permit.

THE HOLDER OF THIS PERMIT IS RESPONSIBLE FOR PROTECTING THE PROPERTY AGAINST DAMAGE DURING THE USE BY THE ORGANIZATION / INDIVIDUAL TO WHOM THE PERMIT IS ISSUED WILL BE BILLED FOR ALL SUCH DAMAGE.

Licensee Signature: _____



Metro Parks Representative: _____

Brian Caudill

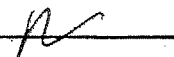
Tyler Park Neighborhood Association
1647 Beechwood Ave
Louisville KY 40204
USA
Home: ()
Fax: (502)

Business: (502)456-4320

Please Return to:
Metro Parks
1080 Amphitheater Road
Louisville, KY 40214
Phone (502) 388-5865
Fax (502) 388-5955

For immediate assistance outside of regular business hours, please call (502) 574-3506

Licensee Initials: _____





METRO Parks

METRO PARKS EVENT AGREEMENT

EVENT: Tyler Park Jazz Festival
LOCATION: Tyler Park Picnic Shelter
DATE: September 11, 2016
TIME: 10:00 am - 8:30 pm
ATTENDANCE: Approximate Number 200
FEE: \$ 1,147.50

We are pleased that you have chosen Tyler Park as your venue for your upcoming event, Tyler Park Jazz Festival. This agreement outlines Metro Parks' requirements of the event organizer, Tyler Park Neighborhood Association. This agreement must be signed and mailed or delivered to: Metro Parks , 1080 Amphitheater Road, Louisville, KY 40214 or faxed to (502) 368-5955. It must be received at least two weeks after booking the event.

- Organizers must submit a Certificate of Insurance (as per the attached insurance requirements) covering the Louisville/Jefferson County Metro Government as additional insured and as a certificate holder at least two weeks prior to the scheduled event. This includes activities such as the "moon walk", "pony rides", "hot air balloon" rides, etc. A Certificate of Insurance must also be submitted by the bounce toy/inflatable contractor, if applicable. They must follow the same insurance requirements as the event organizer.
- The event must be free to the public.
- Acknowledgment of event in the park and/or parking lot does not approve exclusive use of the park. Please arrive early to establish your event.
- Vehicles are prohibited on grass. Vehicles are limited to paved routes only. No driving or parking on grass. Parking near or under trees is prohibited.
- When groups larger than 200+ are expected, the event organizer must provide a written parking plan that includes the number of parking attendants, type of communication to be used and if necessary, off-site parking location. This plan must be approved by the appropriate manager.
- Please contact the police for security or traffic control issues.

Facility Rental Agreement

Contract #: 26206
Date: 23-Feb-16

User: robyn
Status: Firm

vi) Other Information

CONDITIONS OF USE OF THE AREA:

- (1) Alcoholic Beverages are **PROHIBITED**.
- (2) Holder of the PERMIT shall not allow any illegal activity on the premises during the use of the area.
- (3) Violation of Conditions (1) and (2) above shall be cause of immediate revocation of the PERMIT, without refund for unused time
- (4) The holder of the permit must have PERMIT in his/her possession at all times during the use of the premises or the premises will be available to the public on a first-come, first-serve basis.
- (5) The PERMIT is issued to the above stated named Organization / Individual only and is non-transferable without prior permission of the Department.
- (6) The PERMIT is valid only during the hours and on the day and date set forth above.
- (7) A copy of drivers license of State ID is required.
- (8) **VEHICLES ARE PROHIBITED ON GRASS. Vehicles are limited to paved routes only. No driving or parking on grass. Parking near or under trees is prohibited. Cost to repair turf will be billed to event organizer.**
- (9) Signage must be free standing and removed after event. No taping or stapling to Metro Parks signage or on Metro Parks shelters.
- (10) Customer is responsible for clean up of and around facility used before exiting premises.
- (11) No Refunds or Cancellations within 2 weeks of rental. For cancellations within this period, a credit will be issued for later use. A \$25 Administration Fee will be charged for rental cancellations.

Load & Unload Permitted in Non Paved Areas. _____

Approved for Tent Usage _____

Barrell Staked

Staked Only

Inflatables/Jumpers/Slides _____

Permit holders must rent inflatables from vendors that carry insurance listing Louisville Metro Government as additional insured.

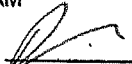
Insurance Requirements _____

ADDITIONAL PERMITS ARE NEEDED FOR TENTS AND /OR INFLATABLES.

HOLD HARMLESS AND INDEMNIFICATION CLAUSE: The Consultant shall indemnify, hold harmless, and defend the Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors in interest from all claims, damages, losses and expenses including attorneys' fees, arising out of or resulting, directly or indirectly, from the Consultant's (or Consultant's, Subcontractors, if any) performance or breach of the contract provided that such claim, damage, loss, or expense is: (1) attributable to personal injury, bodily injury, sickness, death, or to injury to or destruction of property, including the loss of use resulting therefrom, or breach of contract, and (2) not caused by the negligent act or omission of the Louisville/Jefferson County Metro Government or its elected and appointed officials and employees acting within the scope of their employment. This Hold Harmless and Indemnification Clause shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Contract.

Regional Manager / Metro Parks: _____

WE HOPE YOUR EVENT IS A SAFE AND SUCCESSFUL ONE AND WE ASK THAT YOU MAKE A REASONABLE EFFORT TO PICK UP AND DEPOSIT TRASH IN THE CONTAINERS PROVIDED FOR THE ACTIVITY.

Licensee Initials:  _____



METRO Parks

Facility Rental Agreement

Contract #: 26206
Date: 23-Feb-16

User: robynr
Status: Firm

Louisville / Jefferson County Metro Government by and through its Metro Parks Department, 1297 Trevillian Way, Louisville, Kentucky 40213 hereby grants Tyler Park Neighborhood Association (hereinafter called the "Licensee") represented by Brian Caudill, permission to use the Facilities as outlined, subject to the Terms and Conditions of this Agreement contained herein and attached hereto all of which form part of this Agreement.

- i) Purpose of Use: Special Event
Tyler Park Jazz Festival
- ii) Conditions of Use: Need proof of insurance. Need one patch box for each show. 5 trash cans. set up about 10AM concerts starts at 4PM over by 6PM. 3 concerts.
- iii) Date(s) and Time(s) of Use: # of Bookings: 6 Starting: Sun 11 Sep 16 10:00 AM Expected: 200
Ending: Sun 25 Sep 16 08:30 PM

Facility/Equipment	Day	Start Date	Start Time	End Date	End Time	Fee	XFee	Tax	Total
Tyler Park - Tyler Park - Special Event	Sun	11-Sep-16	10:00 AM	11-Sep-16	08:00 PM	\$212.50	\$170.00	\$0.00	\$382.50
Tyler Park - Tyler Park Picnic Shelter	Sun	11-Sep-16	10:00 AM	11-Sep-16	08:00 PM	\$0.00	\$0.00	\$0.00	\$0.00
Tyler Park - Tyler Park - Special Event	Sun	18-Sep-16	10:00 AM	18-Sep-16	08:00 PM	\$212.50	\$170.00	\$0.00	\$382.50
Tyler Park - Tyler Park Picnic Shelter	Sun	18-Sep-16	10:30 AM	18-Sep-16	08:00 PM	\$0.00	\$0.00	\$0.00	\$0.00
Tyler Park - Tyler Park - Special Event	Sun	25-Sep-16	10:00 AM	25-Sep-16	08:00 PM	\$212.50	\$170.00	\$0.00	\$382.50
Tyler Park - Tyler Park Picnic Shelter	Sun	25-Sep-16	10:00 AM	25-Sep-16	08:30 PM	\$0.00	\$0.00	\$0.00	\$0.00

iv) Additional Fees / DELIVERABLE ITEMS

	Quantity	Hours	Charge	Tax	Total
Extra Fee - Bookings	3	30:00	\$318.75	\$0.00	\$318.75
Patch Box	3	30:00	\$191.25	\$0.00	\$191.25
Trash Cans- 10	15	30:00	\$191.25	\$0.00	\$191.25
	<u>18</u>	<u>60:00</u>	<u>\$510.00</u>	<u>\$0.00</u>	<u>\$510.00</u>

v) Payment Method

Rental Fees	Extra Fees	Tax	Rental Total	Damage Deposit	Total Applied	Balance	Current
\$637.50	\$510.00	\$0.00	\$1,147.50	\$0.00	\$0.00	\$1,147.50	\$1,147.50

There is a \$50 fee for all returned checks