

City of Fayetteville Staff Review Form

2019-0260

Legistar File ID

5/7/2019

City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

Terry Gulley

4/18/2019

TRANSPORTATION SERVICES (410)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approve a resolution authorizing the acceptance of The Paving for Pizza Grant for \$5,000 for the purpose of filling potholes in the city and approving a budget adjustment to accept the funds and allocate them into a capital project.

Budget Impact:

4470.410.8410-5417.00

Sales Tax Capital Improvements

Account Number

Fund

33030.1901

Domino's Paving for Pizza Grant

Project Title

Budgeted Item? NA

Current Budget \$ -

Funds Obligated \$ -

Current Balance **\$ -**

Does item have a cost? No

Item Cost

Budget Adjustment Attached? Yes

Budget Adjustment \$ 5,000.00

Remaining Budget **\$ 5,000.00**

V20180321

Purchase Order Number: _____

Previous Ordinance or Resolution # _____

Change Order Number: _____

Approval Date: _____

Original Contract Number: _____

Comments:



MEETING OF MAY 07, 2019

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff

FROM: Terry Gulley, Transportation Services Director

DATE: April 18, 2019

SUBJECT: **Approve a resolution authorizing the acceptance of the Paving for Pizza Grant for \$5,000 for filling potholes in the city and approving a budget adjustment to accept the funds and allocate them into a capital project.**

RECOMMENDATION:

Staff recommends approving a resolution authorizing the acceptance of a Paving for Pizza Grant for \$5,000 for filling potholes in the city and approving a budget adjustment to accept the funds and allocate them into a capital project.

BACKGROUND:

The ad campaign for Domino's had planned to provide a \$5,000 grant, the idea being that the cities would put that money to use repairing roads. It's "Paving for Pizza" campaign aims to repair roads to reduce damage to pizzas.

DISCUSSION:

The Domino's campaign helps showcase the importance of road safety. The promotion means cities get free money for repairs, and Domino's quietly works in the background to get some goodwill and publicity out of it. Cities are completely free to choose which streets would be repaired, meaning the pizza chain did not ask them to repair streets around their own stores.

BUDGET/STAFF IMPACT:

The grant award is not a matching grant, so no city funds are obligated with this request. The budget adjustment is attached to recognize the grant revenue and establish a capital project for the grant.

Attachments:

Agreement Signed by Domino's

DOMINO'S "PAVING FOR PIZZA" AGREEMENT

As we have discussed, Domino's would like to engage with Fayetteville, Arkansas to improve road conditions by providing funds to fill potholes in accordance with the terms set forth below. Accordingly, the City and Crispin Porter & Bogusky LLC ("CPB"), as agent for Domino's Pizza LLC. ("Domino's"), agree as follows:

Funds: Domino's will provide to City funds in the amount of \$5,000.00, payable December 31, 2019 provided that this agreement has been fully executed by City and Domino's and further provided that City is in compliance with this agreement.

Use of Funds: City agrees to use the Funds solely for the purpose of filling potholes in the City. City agrees that the potholes will be filled no later than November 30, 2019. City will provide CPB with the total number of potholes that will be filled using the Funds.

Materials/Usage: City agrees to film or photograph at least two (2) of the potholes before and after they are filled and provide the film/photographs (collectively, the "Images") to CPB for Domino's use. City agrees that Domino's may use the images, may identify the City as a beneficiary of the Paving for Pizza Program and may indicate that Domino's provided the City with Funds to fill potholes in the City, in any and all media and materials, anywhere in the world, for any lawful purpose, including without limitation for purposes of advertising and trade, in perpetuity, in connection with Domino's "Paving for Pizza" campaign.

Messaging: Domino's agrees that messaging or other materials that reference the City and potholes and/or the Paving for Pizza Program (collectively, the "Materials"): (a) will not portray the City in a negative light, nor will the Materials suggest that the City has difficulty filling potholes or has an excessive number of potholes; and (b) will comply with brand protection or compliance guidelines provided by the City to CPB. Accordingly, Agency will provide the Materials to the City for its review so that the City may confirm that the Materials comply with this "Messaging" provision. City agrees that the City will respond to any Agency request for review of Materials within five (5) business days of receipt of the applicable Materials. If the City believes that any Materials do not comply with this "Messaging" provision, the City agrees to explain its reasons for this belief in writing and with specificity. If the City does not respond within five (5) business days of Agency's request for review, the applicable Materials will be deemed in compliance with this "Messaging" provision.

Representations and Warranties: The signatory to this agreement for the City represents and warrants that the signatory has the right, power and authority to enter into and bind City to the terms of this agreement.

Use of Domino's Name and Trademark: City agrees that City shall not use Domino's name or trademark in any public-facing materials unless City obtains Domino's written approval in each instance.

Release: City agrees that City shall have no claim to compensation or benefits (other than as specifically set forth herein) nor any claim arising out of or in connection with this agreement, including without limitation, any claim in connection with City's use of the Funds, the filling of the potholes, or the use of the Images and City's name.

Contingency: City understands and agrees this agreement has been fully executed by both parties, CPB/Domino's shall have the right, but not the obligation, to terminate this agreement, and in such event the terms of this agreement shall be deemed null and void and of no force or effect and neither party shall have any obligation to the other party.

Confidentiality: Unless otherwise required by law or legal process. City will not disclose the terms of this agreement to any third parties other than, on a confidential basis, to its business representatives and legal counsel or as required by law or court order.

ACCEPTED AND AGREED:

City of Fayetteville

CRISPIN PORTER & BOGUSKY LLC as agent for Domino's
Pizza LLC.

By: _____
Authorized Party

By: Kimberly Campbell
[NAME]

Title: _____

Title: Sr. Business Affairs Manager

Date: _____

Date: 4.18.19