

**EVENT PROMOTION AGREEMENT BETWEEN  
THE CITY OF LITTLE ROCK, ARKANSAS  
AND  
THINK RUBIX, LLC**

This **AGREEMENT** is made between and entered into this 9th day of June 2022, by and between **THINK RUBIX, LLC** (hereinafter "Event Liaison"), a limited liability company duly organized pursuant to the laws of the state of Arkansas and the **CITY OF LITTLE ROCK, ARKANSAS**, (hereinafter "City" or "City of Little Rock.")

**WITNESSETH:**

**WHEREAS**, the City issued a Request for Qualifications, Bid #1555 pursuant to state statute and City ordinance for the professional services of an entertainment promoter, event liaison to plan, coordinate, and promote the best interest for the City of Little Rock in production of a 2022 festival of music, the arts and business/tech; and

**WHEREAS**, Think Rubix, LLC is the most qualified respondent; and

**WHEREAS**, City desires to retain and engage the Event Liaison to provide comprehensive event management, assistance with sponsorship, day-of-event logistics, budget management, programming, and operational implementation that will produce a successful event; and

**WHEREAS**, the City desires to enter into an agreement with the Event Liaison in an amount not to exceed \$45,000.00, to provide the aforementioned services.

**NOW, THEREFORE**, in consideration of the mutual promises set forth below, the sufficiency of which the parties hereby acknowledge, the parties hereto do mutually agree as follows:

**ARTICLE 1. TERM AND CONSIDERATION.**

**Section 1.01. Term.** The term of this Agreement is April 1, 2022 through March 31, 2023.

**Section 1.02. Ratification.** To the extent that Event Liaison has actually performed services under the Agreement after the start date of the Agreement but prior to the signing of this Agreement by the parties, those services are hereby ratified by both parties and shall be compensated in accordance with the terms and conditions of this Agreement.

**Section 1.03. Time of Performance.** The Event Liaison shall undertake work and perform the various tasks within the estimated time schedule as described in "Exhibit B", which is attached hereto and made a part hereof.

**Section 1.04. Force Majeure.** Event Liaison is not responsible for delay caused by activities or factors beyond Event Liaison's reasonable control, including but not limited to, delays by reason of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, fires, floods, or acts of any governmental agency. When such delays beyond Event Liaison's reasonable control occur, City agrees Event Liaison is not responsible in damages nor shall Event Liaison be deemed to be in default of this Agreement. Furthermore, City shall not be in default for, or held responsible for damages caused, or failure to perform in full or in part, its obligations due to circumstances beyond the City's control, such as acts of God, acts of civilian or military authority, or other force majeure.

**Section 1.05. Consideration and Method of Payment.**

- (A) For performance of the services contained in this Agreement, the City agrees to pay the Event Liaison a fee not to exceed Forty-Five Thousand Dollars (\$45,000) which is to be paid in three equal payment of Fifteen Thousand Dollars (\$15,000) payments as follows:
- a. 1<sup>st</sup> payment within thirty (30) days of entering into this agreement, invoice required;
  - b. 2<sup>nd</sup> payment thirty (30) days prior to the date of the LITfest event, invoice required;
  - c. 3<sup>rd</sup> and final payment thirty (30) days after the completion of this agreement and submission of the written post-event wrap-up document as set forth in the Exhibit "B"

(B) The Event Liaison shall submit all invoices to the City. Payment shall be made by the City to the Event Liaison within thirty (30) days of receipt of the invoice.

## **ARTICLE 2. SERVICES TO BE PROVIDED.**

**Section 2.01. Services to be provided by Event Liaison.** The City hereby retains and engages the Event Liaison and the Event Liaison hereby agrees to do Event Liaison work designed to result in a 2022 festival of music, the arts and business/tech in Little Rock, Arkansas to be known as LITFEST as set forth in Exhibit A- Scope of Services and Deliverables.

**Section 2.02. Changes in the Scope of Services.** Changes in the Scope of Services and Time of Performance may be made from time to time, as mutually agreed upon by the Event Liaison and the City, and as confirmed in writing. The parties understand that changes in the Scope of Services or extension of the Schedule may affect total compensation. However, in no event shall the total compensation of Forty-Five Thousand Dollars (\$45,000) be increased without the prior written approval of the City Manager or the prior approval of the City's Board of Directors.

**Section 2.03. Work Products.** All promotional materials, work papers, maps, graphic displays, plans and statistics produced by the Event Liaison in the execution of the Scope of Services of this Agreement are work products and shall become the property of the City upon the completion or termination of this Agreement. The Event Liaison shall be entitled to retain copies of all project deliverables developed for the project for its records and use.

**Section 2.04. Staff Personnel and Other Event Liaisons.**

(A) The Event Liaison represents that it will secure at its own expense all staff required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City.

(B) The Event Liaison shall be responsible to the City for the acts and omissions of its subcontractors and of persons directly or indirectly employed by the Event Liaison in terms of the completion of the this Agreement.

**Section 2.05. Record Retention.** The Event Liaison shall maintain all of its records relating to the project, including all personnel, property, and financial records, which shall be made available to the City upon request, for a minimum of five (5) years after termination of this Agreement.

**Section 2.06. Proprietary Information Confidential.** All reports, information, findings and other work products of the Event Liaison done pursuant to this Agreement are not proprietary. Any methodology employed by the Event Liaison which was not created because of this Agreement may be deemed proprietary and shall remain confidential, to the extent permissible under Arkansas law, unless specific prior written approval for disclosure of such information otherwise is given by the Event Liaison, or until such information is made public by the City. The Event Liaison shall not own, possess, declare, or claim a copyright in or for any information, material, drafts, writings, documents, or drawings of any nature whatsoever produced pursuant to this Agreement. The parties expressly agree that the copyright to any material produced pursuant to this Agreement is the exclusive right of the City.

**Section 2.07. Safeguarding of City Property.** The Event Liaison shall take all reasonable precautions to safeguard all City property entrusted to the Event Liaison's custody or control.

### **ARTICLE 3. AGREEMENT**

**Section 3.01. Entire Agreement.** This Agreement contains the entire agreement and understanding between the parties hereto and supersedes any prior or contemporaneous written or oral agreements, representations, and warranties between them respecting the subject matter hereof. This Agreement is also composed of the following:

- 1) Exhibit A- Scope of Services and Deliverables;
- 2) Exhibit B- Schedule of Deliverables;
- 3) Exhibit C-Event Liaison's Technical Proposal;
- 4) Exhibit D Request for Qualifications Bid #1555.

### **ARTICLE 4. INSURANCE.**

**Section 4.01. Insurance.** Event Liaison agrees to purchase at its sole cost and expense, adequate workers compensation insurance, comprehensive general liability insurance, and hired and non-owned automobile insurance, with a reputable company authorized to do business in the State of Arkansas and approved by City, and shall furnish insurance certificates to City before execution of

this Agreement evidencing the required insurance coverage. Event Liaison agrees to purchase whatever additional insurance is requested by City, provided the premiums for such additional insurance are reimbursed by City. Event Liaison shall maintain, at its sole cost and expense, a policy of general liability insurance, that includes errors and omissions coverage, with a reputable company authorized to do business in the State of Arkansas and approved by City in the minimum amount of \$500,000.00 each occurrence.

## **ARTICLE 5. INDEMNITY.**

**Section 5.01. Indemnity.** To the extent not covered by insurance, the Event Liaison agrees to indemnify and save harmless the City, its officers, agents and employees from:

(A) Any claims or losses for services rendered by any subcontractor, person or firm performing or supplying services, materials or supplies in connection with the performance of this Agreement; and

(B) Any claims or losses resulting to any person or firm injured or damaged by the actions of the Event Liaison or the Event Liaison's employees, including disregard of federal and state statutes or regulations, in the performance of this Agreement.

**Section 5.02.** The Event Liaison further agrees to include in any contract with a subcontractor, person, or firm performing or supplying services, materials or supplies in connection with the performance of this Agreement a clause by which such subcontractor, person, or firm agrees to indemnify the City, its officers, agents and employees from claims or losses resulting from the actions of such subcontractor, person or firm.

**Section 5.03.** The Event Liaison agrees not to pledge the credit of the City, or to purchase, rent, lease or contract in the name of the City. Event Liaison shall hold harmless City any and all taxes (federal, state, local); worker's compensation insurance; disability payments; social security payments; unemployment insurance payments; or any similar type of payment for Event Liaison or any employee thereof; and shall hold City harmless from any and all such payments.

## **ARTICLE 6. NON-DISCRIMINATION.**

**Section 6.01. Non-Discrimination.** The Event Liaison agrees to comply with all applicable federal and state laws and regulations regarding nondiscrimination, and specifically agrees not to discriminate against any individual because of race, religion, sex, age, color, national origin or disability, as such relates to the performance of this Agreement.

**Section 6.02. Americans with Disabilities Act/Equal Employment Opportunity Act Compliance.** Event Liaison agrees to comply with the requirements of the Americans with Disabilities Act and the Equal Employment Opportunity Act, and the regulations promulgated pursuant thereto, and to require such compliance in contractual agreements with subcontractors.

**Section 6.03. Use of Funds for Political and Sectarian Activities Prohibited.** Event Liaison agrees that it shall not use any of the funds provided under this Agreement for political or sectarian purposes.

**Section 6.04. Failure to Comply.** Failure to comply with this Article 6 shall result in immediate termination by the City without penalty or financial responsibility of any nature whatsoever.

## **ARTICLE 7. INDEPENDENT CONTRACTOR.**

**Section 7.01. Independent Contractor.** It is expressly agreed that Event Liaison is acting as an independent contractor in performing the services specified herein. The City shall carry no workers' compensation insurance, health or accident insurance to cover the Event Liaison or Event Liaison's employees for any type of loss which might result to the Event Liaison or the Event Liaison's employees in connection with the performance of the services set forth in this Agreement. The City shall not pay any contribution to Social Security, unemployment insurance, federal or state withholding taxes, nor provide any other contributions or benefits which might otherwise be expected in an employer-employee relationship, it being specifically agreed that the Event Liaison is not acting herein as an employee of City, but shall, at all times, and in all respects, have the rights and liabilities of an independent contractor.

## **ARTICLE 8. CONTACT PERSONS.**

### **Section 8.01. Contact Person for the City.**

Scott Whiteley Carter  
Public Affairs and Creative Economy Advisor  
Little Rock City Hall  
500 West Markham, Suite 203  
Little Rock AR 72201  
501-371-4480  
scarter@littlerock.gov

### **Section 8.02. Contact Person for the Event Liaison.**

Nia McConnell, Project Manager  
Think Rubix, LLC  
417 Main Street, Fourth Floor  
Little Rock, AR 72201  
202-815-1028  
nia@thinkrubix.com

## **ARTICLE 9. MODIFICATION.**

**Section 9.01. Modification.** Any modifications to this Contract Agreement shall be in writing, signed by both parties to the Agreement.

## **ARTICLE 10. TERMINATION.**

**Section 10.01. Termination of Agreement.** The City shall have the right to terminate this Agreement by giving written notice to the Event Liaison of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination.

**Section 10.02.** In the event of such termination, all finished or unfinished documents, data, studies and reports prepared by the Event Liaison under this Agreement shall, at the option of the City, become the City's property and the Event Liaison shall be entitled to receive just and equitable compensation for any satisfactory work completed up to the effective date of termination



pursuant to the terms of this Agreement, as long as such costs in the aggregate do not exceed the compensation set forth herein.

**Section 10.03.** Upon termination or expiration of the Agreement, the Event Liaison shall immediately return to the City all monies held by it but unexpended.

#### **ARTICLE 11. MISCELLANEOUS.**

**Section 11.01. Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Arkansas, and venue for any action related thereto shall lie exclusively in Pulaski County, Arkansas.

**Section 11.02. Compliance with Laws.** The Event Liaison shall comply with all applicable federal, state and local laws and regulations. In the event the City is a party to litigation as a consequence of the work product, in whole or in part, of the Event Liaison as defined in this Agreement, Event Liaison agrees to assist and cooperate with the City in such litigation, as additional services under this Agreement.

**Section 11.03. No Waiver.** The waiver of the breach of one or more of any covenants or conditions by the City shall not be construed as the waiver of any subsequent breach of the same or any other covenant or conditions; and the consent and approval of the City to any act by the Event Liaison requiring the City's consent or approval shall not be deemed a waiver and shall still render necessary the City's consent or approval to or of any subsequent or similar act by the Event Liaison.

**Section 11.04. Severability.** In the event any section, subsection, subdivision, paragraph, subparagraph, item, sentence, clause, phrase, or word of this Agreement is declared or adjudged to be invalid or unconstitutional, such declaration or adjudication shall not affect the remaining



provisions of this Agreement, as if such invalid or unconstitutional provision was not originally a part of this Agreement.

**Section 11.05. Copies Same as Original.** This Agreement shall be executed in the original, and any number of executed copies. Any copy of this Agreement so executed shall be deemed an original and shall be deemed authentic for any other use.

**Section 11.06. Captions.** All captions contained in this Agreement are inserted only as a matter of convenience and in no way define, limit or extend the scope or intent of this Agreement.

**Section 11.07. Entire Agreement.** This Agreement and the documents referenced or incorporated herein contain the complete and entire agreement of the parties respecting the transactions contemplated herein, and supersede all prior negotiations, agreements, representations, and understandings, if any, among the parties regarding such matters.

**Section 11.08. Agreement Binding.** This Agreement shall be binding on agents, successors and permitted assigns of the parties.

**Section 11.09. Assignment.** This Agreement shall not be assigned or transferred by either party without the prior written consent of the other. The City agrees that the Event Liaison will not be providing its services in association with others unless otherwise agreed to by both parties to this Agreement.

**Section 11.10. Authority to Execute Agreement.** The undersigned officials of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions or other documentation extending said authority have been duly passed and are now in full force and effect.

**Section 11.11.** This Agreement shall be construed without regard to the identity of the persons who drafted the provisions contained herein. Moreover, each and every provision of the Agreement shall be construed as though each party hereto participated equally in the drafting thereof. As a result of the foregoing, any rule of construction that the document is to be construed against the drafting party shall not be applicable. Both parties acknowledge that they have had full opportunity to review this Agreement with legal counsel of their choice.

**IN WITNESS WHEREOF, THE CITY OF LITTLE ROCK** has caused this Agreement to be signed in its name by its City Manager, and the Event Liaison, Think Rubix, LLC, has caused this Agreement to be signed in its name by its Corporate President.

**CITY OF LITTLE ROCK, ARKANSAS**

  
\_\_\_\_\_  
**Bruce T. Moore, City Manager**

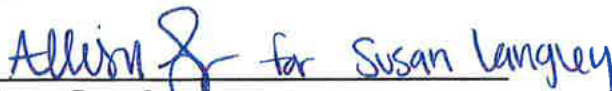
Date: June 9, 2022

**THINK RUBIX LLC**

  
\_\_\_\_\_  
**Tristan Wilkerson**

Date: 5/14/2022

**ATTEST:**

  
\_\_\_\_\_  
**Susan Langley**  
**City Clerk**

Date: 6/9/2022

**APPROVED AS TO LEGAL FORM:**

**Thomas M. Carpenter, City Attorney**

By:   
\_\_\_\_\_  
**Kimberly A Chavis**  
**Deputy City Attorney**

## **Exhibit A – LITFest Scope of Services and Deliverables**

The Event Liaison will coordinate with external partners to promote the best interest for the City of Little Rock. The Event Liaison will assist the external partners in executing comprehensive event management, assistance with sponsorship, day-of-event logistics, budget management, programming, and operational implementation that will produce a successful event as measured by key performance indicators.

The Event Liaison's primary commitment will include, but not be limited to, organizing with the external partners charged with concept development, planning, and event production; This includes, but is also not limited to, comprehensive event coordination, assistance with sponsorship, day-of-event logistics, budget management, programming, and operational implementation.

The vendor shall identify, arrange for the engagement of, and work with the external partners which coordinate (but are not limited to) the following areas: music and arts talent acquisition, panels and symposia, sponsorships, volunteers, media and publicity, merchandise, and event sites logistics. The vendor will ensure these external partners guarantee that all fiscal rules and health and safety rules are followed as prescribed by the State of Arkansas, the County of Pulaski, and the City of Little Rock.

The vendor shall work with external partners to ensure that the event stays within the budget which has been approved for the event.

The vendor shall follow all relevant City of Little Rock financial guidelines and ensure that all procurement, cash management, and payment policies of the City are adhered to when applicable.

At least one staff member of the entity shall be introduced as the key contact person.

In cooperation with External Partners, as necessary, the following services and deliverables will be provided, subject to approval by the City.

### **Overall Event**

- Finalizing the dates of LITFest
- Creation of a logo for LITFest
- Finalizing locations of LITFest events
- Determination and coordination of event site logistics including, but not limited to, traffic patterns, street closures, parking, and event admissions

### **Musical and Other Artistic Performances**

- Coordination of the acquisition of talent for the event including assisting City in the negotiation of contracts including meeting deadlines for securing different levels of talent (local, regional, national).
- Ensuring the travel, food, ground transportation, and lodging needs of the talent is provided
- Responsibility for the details connected to the logistics of the performance site or sites including the reservation of spaces; arranging for technical requirements of performance areas, talent areas, public areas, sponsor areas, vendor areas, and ensuring that all health

and safety rules are followed as proscribed by the State of Arkansas, the County of Pulaski, and the City of Little Rock.

#### Panels/Symposia

- Coordination of the acquisition of talent for the event including assisting the City in the and negotiations and develop of contracts and meeting deadlines for securing different levels of talent (local, regional, national)
- Ensuring the travel, food, ground transportation, and lodging needs of the talent is provided
- Responsibility for the details connected to the logistics of the performance site or sites including the reservation of spaces; arranging for technical requirements of performance areas, talent areas, public areas, sponsor areas, vendor areas, and ensuring that all health and safety rules are followed as proscribed by the State of Arkansas, the County of Pulaski, and the City of Little Rock.

#### Sponsorships

- Responsibility for creating the sponsorship levels, including the benefits which are received with the various levels, and for developing a solicitation plan.
- Responsibility for assisting the City with negotiating sponsorship agreements and assisting with fundraising for the event, including meeting deadlines for different levels of funds to be raised
- Ensuring the proper delivery of all benefits to sponsors
- Ensuring the timely receipt of funds that have been pledged and the prompt deposit of those funds with the City

#### Volunteers

- Coordinating the recruitment, training, oversight, and posting of volunteers throughout the event.
- Responsibility for ensuring that the minimum number of volunteers needed for the event are in place.

#### Media/Publicity

- Develop a media and marketing plan and be responsible for the execution of the plan, including meeting deadlines.
- Responsibility for the marketing, publicity, public relations, and media relations for the event, including the development of a marketing and communications plan.
- Ensuring the all publicity requirements contained in contracts for talent shall be followed.

#### Merchandise

- Responsibility for coordinating the creation, sale, and collection of any profits on behalf of the City from the sale of any official merchandise branded with the event logo or other items deemed to be official merchandise. All profits shall belong to City.
- Ensuring the protection of the City's interest by trademarking on behalf of the City of any logo, wordmark, slogan, or other intellectual property connected with the event.

ALL SERVICES AND DELIVERABLES ARE SUBJECT TO THE APPROVAL OF THE CITY.



### **Exhibit B - LITFest Schedule of Deliverables**

Date	Deliverable
May 23, 2022	Finalize Dates for event
June 6, 2022	After consultation with the City and in agreement with external partners, create a written event plan, timeline and work plan with detailed goals, objectives and tactics
June 6, 2022	Presentation of a proposed logo for approval by the City
June 6, 2022	A monthly activity report in print, or in an electronic format acceptable to City, shall be provided. The report shall include the following: a) a list of external partners providing services referenced in this agreement, b) progress reports on talent acquisition, sponsorships, media outreach and outcomes, volunteer recruitment/training, and event site logistics, c) an income statement for events management services
July 5, 2022	A monthly activity report in print, or in an electronic format acceptable to City, shall be provided. The report shall include the following: a) a list of external partners providing services referenced in this agreement, b) progress reports on talent acquisition, sponsorships, media outreach and outcomes, volunteer recruitment/training, and event site logistics, c) an income statement for events management services
July 15, 2022	Prepare for approval by the City, a written days-of-event timeline, production schedule, and run-of-show.
By date of event	A final report of all success in assisting the City in developing sponsorship agreements with the goal of at least \$75,000 to collected through sponsorships.
By date of event	In addition to extensive local media exposure, attract regional and/or national media coverage of the events. Media coverage and exposure include mentions in print, broadcast, and social media platforms.



Within 5 business days of the end of each month	A monthly activity report in print, or in an electronic format acceptable to City, shall be provided. The report shall include the following: a) a list of external partners providing services referenced in this agreement, b) progress reports on talent acquisition, sponsorships, media outreach and outcomes, volunteer recruitment/training, and event site logistics, c) an income statement for events management services
By conclusion of LITFest	Track and report the approximate aggregate number of attendees to all LITFest events with the goal of having between 20,000 and 40,000 persons
Thirty days after conclusion of LITFest	Provide a written post-event wrap-up document including details about attendance, event logistics and clean-up, sponsorships, volunteers, communications and marketing, and other areas as may be set forth by the City prior to the submission of the report.

ALL SERVICES AND DELIVERABLES ARE SUBJECT TO THE APPROVAL OF CITY.