



Municipality Of Anchorage Grant Transmittal Document

Other Domino's Pizza Agreement

Preparer: Maurice Robinson Phone: 343-8191
 Initiating Department: PW Admin. Division: PW Admin.
 Grant Number: NA Project Title: Domino's Paving For Pizza Agreement
 Grant Amount Requested/Awarded: \$ 5,000.00 Grant Term: Award thru 4/15/2019
 Match Required: \$ NA Voluntary Contribution: \$ NA
 Source of Match /Contribution: _____

Purpose/Special Instructions (Explain)

New FTE required Yes No (If yes explain)

Seeking acceptance of Domino's "Paving for Pizza" agreement.

Positions

PCN numbers of positions 100% funded by this grant (i.e. home org is grant org)

NA _____

PCN numbers of positions partially funded by this grant (i.e. home org is grant org)

NA _____

Travel Requested Yes No (If yes explain)

- | Initials | Date | |
|-------------------------------------|---------------------|--------------------------------------|
| <input checked="" type="checkbox"/> | <u>MRC</u> | Division Director |
| <input checked="" type="checkbox"/> | <u>MRC</u> | Department Director |
| <input checked="" type="checkbox"/> | <u>JW 10/23/18</u> | OMB 10/23/18 CUP |
| <input type="checkbox"/> | | Finance |
| <input checked="" type="checkbox"/> | <u>RUP 12/19/18</u> | Legal |
| <input type="checkbox"/> | | Cost Containment Committee (CCC) *** |
| <input checked="" type="checkbox"/> | <u>WDF 12/20/18</u> | Municipal Manager |
| <input checked="" type="checkbox"/> | | OMB For Distribution |

Comments for Legal

#18848
Municipal Manager's Office
DEC 19 2018
RECEIVED

*** driven by full time employee(s) (FTE) box is checked and/or travel required box is checked

Estimated costs of indirects/Administration \$ 500.00

Municipal indirect cost rate applicable to this grant \$ 10%

Amount authorized by grantor for indirect/administration \$ NA

I have carefully reviewed the information contained in this grant request/award and find it to be accurate. I certify that I have reviewed all of the grants "special conditions", "assurances", and "certifications" and affirm that my department will comply with these requirements.

Maurice Robinson
(Signature of Department Director)

10/19/2018
(Date)

DOMINO'S "PAVING FOR PIZZA" AGREEMENT

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

Funds: Domino's will provide to Municipality of Anchorage funds in the amount of \$5,000.00 (the "Funds"), payable on or before February 1, 2019, provided that this agreement has been fully executed by Municipality of Anchorage and Domino's and further provided that Municipality of Anchorage is in compliance with this agreement.

Use of Funds: Municipality of Anchorage agrees to use the Funds solely for the purpose of filling potholes or otherwise repairing roadways in the Municipality of Anchorage. Municipality of Anchorage agrees that the potholes will be filled and other road repairs will be made no later than April 15, 2019. Municipality of Anchorage will inform CPB of the total number of potholes that will be filled and the road repairs that will be made using the Funds.

Materials/Usage: Municipality of Anchorage agrees to film or photograph at least two (2) of the potholes or damaged roads before and after they are filled/repared and provide the film/photographs (collectively, the "Images") to CPB for Domino's use. Municipality of Anchorage agrees that Domino's may use the Images, may identify the Municipality of Anchorage as an "official partner" of the Paving for Pizza Program and may indicate that Domino's provided the Municipality of Anchorage with Funds to fill potholes and repair roads in the Municipality of Anchorage, 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 Municipality of Anchorage and potholes/damaged roads and/or the Paving for Pizza Program (collectively, the "Materials"): (a) will not portray the Municipality of Anchorage in a negative light, nor will the Materials suggest that the Municipality of Anchorage has difficulty filling potholes/repairing roads or has an excessive number of potholes; and (b) will comply with brand protection or compliance guidelines provided by the Municipality of Anchorage to CPB. Accordingly, Agency will provide the Materials to the Municipality of Anchorage for its review so that the Municipality of Anchorage may confirm that the Materials comply with this "Messaging" provision. Municipality of Anchorage agrees that the Municipality of Anchorage will respond to Domino's request for review of Materials within five (5) business days of receipt of the applicable Materials. If the Municipality of Anchorage believes that any Materials do not comply with this "Messaging" provision, the Municipality of Anchorage agrees to explain its reasons for this belief in writing and with specificity. If the Municipality of Anchorage does not respond within five (5) business days of Domino's request for review, the applicable Materials will be deemed in compliance with this "Messaging" provision.

Representations and Warranties: The signatories to this agreement for each party represent and warrant that the signatory has the right, power and authority to enter into and bind that party to the terms of this agreement.

Use of Domino's Name and Trademark, and Use of the Municipality's Logo: Municipality of Anchorage agrees that Municipality of Anchorage shall not use Domino's name or trademark in any public-facing materials unless Municipality of Anchorage obtains Domino's written approval in each instance. Domino's agrees that Domino's will not use the Municipal logo without written approval in each instance.

Release: Municipality of Anchorage agrees that Municipality of Anchorage 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 Municipality of Anchorage's use of the Funds, the filling of the potholes/repairing of roads, or the use of the Images and Municipality of Anchorage's name.

Contingency: Municipality of Anchorage understands and agrees this agreement has been fully executed by both parties, either party shall have the right, but not the obligation, to terminate this agreement upon 60 days' written notice, 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. Municipality of Anchorage 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:

[MUNICIPALITY OF ANCHORAGE]

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

By: 
Authorized Party

By: _____
[NAME]

Title: Municipal Manager

Title: _____

Date: 12/20/18

Date: _____