

CITY OF LODI

COUNCIL COMMUNICATION

AGENDA TITLE: Authorize The City Manager To Execute An Agreement With Whyte House Productions For The New Millennium Year-End Event

MEETING DATE: November 17, 1999

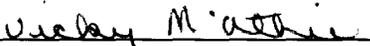
PREPARED BY: City Clerk

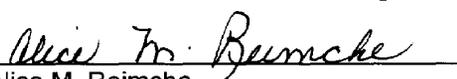
RECOMMENDED ACTION: That the City Council authorize the City Manager to execute an agreement with Whyte House Productions for the new millennium year-end event.

BACKGROUND INFORMATION: The agreement with Whyte House Productions covers a series of activities, including a spectacular fireworks show, for this new millennium year-end event. This celebration, which is geared towards families and children, will be held in Downtown Lodi on Friday, December 31, 1999 between 4:00 – 7:00 p.m. Attached for Council's review is the agreement with Whyte House Productions.

FUNDING: \$15,000.00 from the Contingency Fund

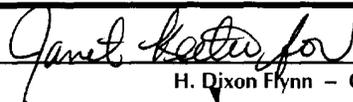
Note: *The Contingency Fund to be reimbursed upon receipt of revenues from the sale of gift packs and from donations.*


Vicky McAthie, Finance Director


Alice M. Reimche
City Clerk

AMR/jmp

APPROVED:



H. Dixon Flynn - City Manager

CITY OF LODI, "MILLENNIUM KIDS NIGHT OUT"

This Agreement is made effective as of November 1, 1999, by and between City of Lodi, of 305 West Pine Street, Lodi, California 95240, and WhyteHouse Productions, of 306 East Main Street, Suite 310, Stockton, California 95202.

In this Agreement, the party who is contracting to receive services shall be referred to as "City of Lodi", and the party who will be providing the services shall be referred to as "WHP".

WHP has a background in Special event production and promotion and is willing to provide services to City of Lodi based on this background.

City of Lodi desires to have services provided by WHP.

Therefore, the parties agree as follows:

1. DESCRIPTION OF SERVICES. Beginning on August 02, 1999, WHP will provide the following services (collectively, the "Services"): Consultation with Year 2000 committee on the proper methods to produce the event, recommendations on how to coordinate the event, all resources and knowledge on how to effectively produce and staff the event, recommendations on how to make the event successful, recommend methods for cost control, recommendations for promoting the event, sub-contract a licensed pyrotechnical company (Boom Boom Productions) to produce an event ending fireworks show, sub-contract a company (In Any Even) to provide approved children's activities and hiring children's entertainment (To be named). WHP will also be on site during load in and the event to supervise production. Event to be staffed by volunteers.

2. PERFORMANCE OF SERVICES. The manner in which the Services are to be performed and the specific hours to be worked by WHP shall be determined by WHP. City of Lodi will rely on WHP to work as many hours as may be reasonably necessary to fulfill WHP's obligations under this Agreement.

3. PAYMENT. City of Lodi will pay a fee to WHP for the Services in the amount of \$15,000.00. This fee shall be payable according to the following schedule: \$7,500.00 on November 15, 1999 and \$7,500.00 on December 31, 1999. The following is included in the cost of \$15,000.00: Pyrotechnical Show; Children's Activities; Children's Entertainment and WHP's fee. See proposal submitted for details of the activities.

4. EXPENSE REIMBURSEMENT. WHP shall be entitled to reimbursement from City of Lodi for all approved "out-of-pocket" expenses. City of Lodi will be invoiced for photocopies at \$0.08 per copy; postage at face value; and long distance phone charges at face value. Any additional expenses to be incurred will need signed approval from City of Lodi staff.

5. SUPPORT SERVICES. City of Lodi and the Year 2000 committee will provide the following support services for the benefit of WHP: volunteer staff as recommended by WHP and City of Lodi staff as the need arises.

6. TERM/TERMINATION. This Agreement shall terminate automatically upon completion by WHP of the Services required by this Agreement.

7. RELATIONSHIP OF PARTIES. It is understood by the parties that WHP is an independent contractor with respect to City of Lodi, and not an employee of City of Lodi. City of Lodi will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of WHP.

8. EMPLOYEES. WHP's employees, if any, who perform services for City of Lodi under this Agreement shall also be bound by the provisions of this Agreement.

9. NOTICES. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

IF for City of Lodi:

City of Lodi

305 West Pine Street
Lodi, California 95240

IF for WHP:

WhyteHouse Productions
Steven Whyte
Owner
306 East Main Street, Suite 310
Stockton, California 95202

Such address may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

10. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

11. AMENDMENT. This Agreement may be modified or amended if the amendment is

made in writing and is signed by both parties.

12. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

13. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

14. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of California.

Party receiving services:
City of Lodi

Approved as to form:



Randall A. Hays
City Attorney

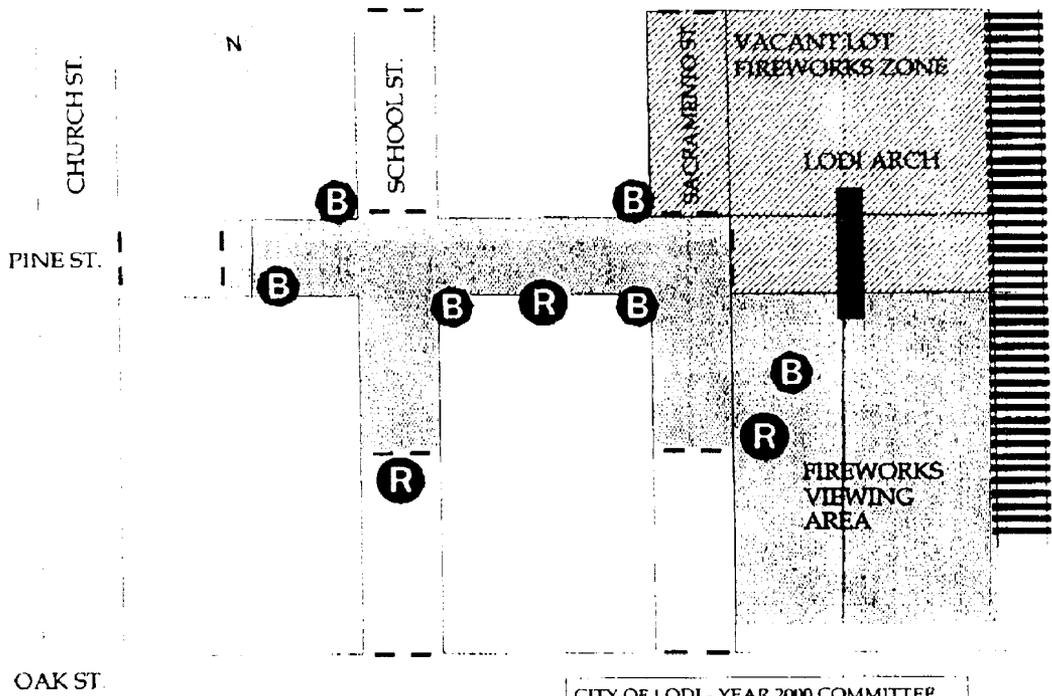
By: _____
H. Dixon Flynn, City Manager

Attest:

Party providing services:
WhyteHouse Productions

Alice M. Reinche
City Clerk

By: _____
Steven Whyte
Owner



LEGEND	
B	HOT CHOCOLATE HOT CIDER
	BARRICADE LOCATIONS
[Stippled Box]	EVENT AREA - PUBLIC
R	RESTROOMS
[Hatched Box]	FIREWORKS FIRING ZONE OFF LIMITS TO PUBLIC

CITY OF LODI - YEAR 2000 COMMITTEE
 EVENT: MILLENNIUM KIDS NIGHT OUT
 DATE DRAWN: 10/21/99
 TENT COVER:
 LIGHTING:
 SEATING:
 SUB-CONTRACTORS
 IN ANY EVENT - ACTIVITIES
 BOOM BOOM PROD. - FIREWORKS

FILE: \LODI\Y2K.FP3

WhyteHouse Productions
 306 East Main St., Ste 310, Siskiyou 95202
 Office: 209-467-800; Fax 209-467-8341
 email: whytepro@iuteach.com