



CITY OF LODI

COUNCIL COMMUNICATION

AGENDA TITLE: Authorize City Manager To Execute An Agreement With WhyteHouse Productions For The Lodi New Year's Night 2000 (\$15,000)

MEETING DATE: November 15, 2000

PREPARED BY: Community Promotions Coordinator

RECOMMENDED ACTION: That the City Council authorize the City Manager to execute an agreement with WhyteHouse Productions for the Lodi New Year's Night 2000. The event is scheduled for December 31, 2000 from 4:00 p.m. to 7:30 p.m.

BACKGROUND INFORMATION: The first year-end event was called "Millennium Kids' Night Out". It was designed and produced in cooperation with the City of Lodi, the Year 2000 Steering Committee and WhyteHouse Productions of Lodi.

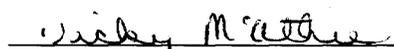
The event focused on kids' rides, bounces and activities and a beautiful fireworks display at the end of the evening. Our best estimation is that close to 4,000 people attended the inaugural event.

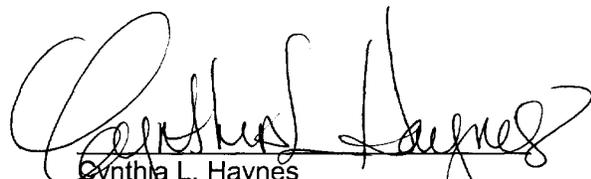
In light of the fact that the first Kids' Night Out New Year's event was so well received we propose to create a similar event this year. The purpose and intent of the event shall remain the same as the one established by the Year 2000 Steering Committee: design and produce an event that focuses on kids; an event that is free to attend and that most of the activities are free. The activities will include: a beautiful fireworks display, children's games, rides, bounces and activities.

Dorean Rice has offered her talent and time to be the driving force and inspiration behind this event. A steering committee will be formed, comprised of members of Lodi's Rotary Club members. These individuals will control the direction of the event while seeking advice, comments and suggestions from City of Lodi residents and the Downtown Lodi Business Partnership (DLBP).

WhyteHouse Productions, a Lodi special event production company, will be hired to produce the event.

FUNDING: \$15,000.00 – Community Promotions.

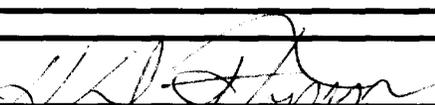

Vicky McAthie, Finance Director


Cynthia L. Haynes
Community Promotions Coordinator

CLH/jmp

Cc: City Manager
Finance Director

APPROVED: _____


H. Dixon Flynn -- City Manager

LODI NEW YEAR'S NIGHT 2000

This Agreement is made effective as of November 15, 2000, by and between City of Lodi, of 221 West Pine Street, Lodi, California 95240, and WhyteHouse Productions, of P. O. Box 1238, Lodi, CA 95241-1238.

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 November 15, 2000, WHP will provide the following services (collectively, the "Services"): Direction and consultation the Lodi Tokay Rotary Club (hereinafter referred to as "Committee") on the proper methods to produce the event, all resources and knowledge on how to effectively produce and staff the event, recommendations for promoting the event, sub-contract a licensed pyrotechnics company to produce an event ending fireworks show, sub-contract a company to provide approved children's activities and hiring children's entertainment. WHP will also be on site during load in, load out and the event to supervise production. WHP will additionally coordinate sponsorship recruiting activities with Committee. WHP will attend all necessary meetings and coordinate logistics with City agencies. 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: \$9,000.00 on November 16, 2000 and \$6,000 on December 1, 2000. All expenses of the event covered by the \$15,000.00 contribution from City of Lodi will be supported with back up documentation and receipts.
- 4. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE.** WHP agrees to furnish City of Lodi with a list of all vendors, suppliers and sub-contractors, and copies of their Certificates of Insurance naming the City of Lodi, its officers, agents, and employees as additionally insured by December 1, 2000.
- 5. SUPPORT SERVICES.** City of Lodi and 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
Cynthia Haynes
Community Promotions Coordinator
221 West Pine Street
Lodi, California 95240

If for WHP:

WhyteHouse Productions
Steven Whyte
Owner
PO Box 1238
Lodi, CA 95241-1238

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, a municipal corporation

PARTY PROVIDING SERVICES

WhyteHouse Productions

H. DIXON FLYNN
City Manager

Dated: _____

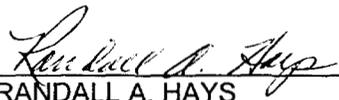
STEVEN WHYTE
Owner

Dated: _____

ATTEST:

SUSAN J. BLACKSTON
City Clerk

APPROVED AS TO FORM:



RANDALL A. HAYS
City Attorney