



**CITY OF LODI
COUNCIL COMMUNICATION**

AGENDA TITLE: Adopt Resolution Authorizing the City Manager to Execute an Agreement With the Lodi Conference and Visitors Bureau to Promote the Development of Regional Business, Recreation, Tourist, Conference, and Visitor Activities

MEETING DATE: December 7, 2005

PREPARED BY: Management Analyst, City Manager's Office

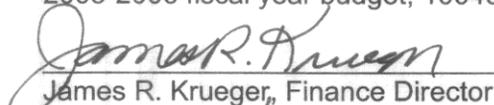
RECOMMENDED ACTION: That Council authorize the City Manager to execute an agreement with the Lodi Conference and Visitors Bureau to promote the development of regional business, recreation, tourist, conference and visitor activities.

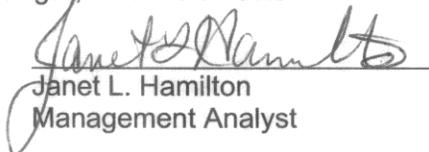
BACKGROUND INFORMATION: On August 19, 1998, the City of Lodi entered into an agreement with the Lodi-Woodbridge Winegrape Commission (LWWC) to promote the development of regional business, recreation, tourist, conference, and visitor activities in the City through the Lodi Conference and Visitors Commission. That agreement committed funding in the amount of \$60,000 a year for two years with an option to renew for one year. The agreement with LWWC has expired and since that time, the Lodi Conference and Visitors Bureau (LCVB) has established itself as California non-profit organization independent of the LWWC. Although the Lodi City Council approved funding the LCVB in the amount of \$123,500 during the FY 2005-06 budget process, it needs to additionally adopt a successor agreement with the Lodi Conference and Visitors Bureau. The agreement (Exhibit A) shall be renewed annually in conjunction with the City's fiscal year and budget process. Payments to the LCVB will be made quarterly within 60 days of an approved payment request.

As responsible managers and in keeping with standard practice when granting public funds to be used for public benefit programs, the City has requested that the LCVB and other grantees provide specific documentation as justification for financial support. In addition, we ask that grantees be accountable for capital assets purchased with City funds. The LCVB has provided a list of projects (Exhibit B) to be funded by the City's \$123,500 contribution. The projects and economic benefit derived from the program are endorsed.

FISCAL IMPACT: \$123,500

FUNDING AVAILABLE: 2005-2006 fiscal year budget, 100431.8099, Economic Development


James R. Krueger, Finance Director


Janet L. Hamilton
Management Analyst

Attachments
cc: Nancy Beckman, LCVB Executive Director

APPROVED: 
Blair King, City Manager

Exhibit A

AGREEMENT

THIS AGREEMENT, is made and entered into in the City of Lodi on this 7th day of December 2005, by and between the City of Lodi, a municipal corporation, hereinafter referred to as the City and the Lodi Conference and Visitors Bureau, a California non-profit organization, hereinafter referred to as LCVB.

WITNESSETH

WHEREAS, the City is desirous of promoting visitor and conference services for the needs of residents and visitors to the City of Lodi, and

WHEREAS, the City is desirous of promoting the development of regional business, recreation, tourist, conference and visitor activities, and

WHEREAS, an Economic Development goal of the City is to market Lodi as a destination for wine tasting, conferences, amateur sports tournaments, entertainment and cultural activities, and

WHEREAS, the City Council directed staff to develop an Agreement with the LCVB to provide these services.

NOW THEREFORE, in consideration of their mutual promises, obligations and covenants hereinafter contained, the parties hereto agree as follows:

1. TERM. The term of this Agreement shall be from the date this Agreement is made and entered into, as first written above, for one year beginning July 1, 2005 and ending June 30, 2006 with the option to renew annually with the consent of both parties.

2. INCORPORATION BY REFERENCE. The Description of Work (Exhibit A) are hereby incorporated in and made a part of this Agreement.

3. CITY'S OBLIGATION. For providing these services as specified in this Agreement, the City will, subject to budget approval, pay the LCVB \$123,500 in quarterly payments. The amount of the City's contribution, if any, will be determined each year during the budget process.

4. LCVB'S OBLIGATIONS. For and in consideration of the payment and agreements herein before mentioned to be made and performed by City, LCVB agrees with City to perform as required by this Agreement. In the event that 1) the LCVB purchases any durable personal property purchased with funds provided by the City between July 1, 2005 and June 30, 2006, including but not limited to furniture, computers, or electronic equipment, and 2) dissolves at any time after signing this agreement, title to the personal property shall revert to the City of Lodi.

5. AMENDMENTS. Any amendment, modification, or variation from the terms of this Agreement shall be in writing and shall be effective only upon approval by the City and LCVB. Any attempt to modify this agreement other than by writing, signed by both parties, shall be void.

6. COMPLETE AGREEMENT. This written Agreement, including all writings specifically incorporated herein by reference, shall constitute the complete agreement between the parties hereto. No subsequent or contemporaneous oral agreement, understanding, or representation not reduced to writing and specifically incorporated herein shall be of any force or effect, not shall any such oral agreement, understanding or representation by binding upon the parties hereto.

7. NOTICE. All written notices to the parties hereto shall be sent by United States mail, postage prepaid by registered or certified mail addressed as follows:

City: City Manager
City of Lodi
P.O. Box 3006
Lodi, CA 95241-3006

Contractor: Lodi Conference and Visitors Bureau
2545 W. Turner Road
Lodi, CA 95242

8. AUTHORITY TO EXECUTE AGREEMENT. Both the City and LCVB do covenant that each individual executing this agreement on behalf of each party is a person duly authorized and empowered to execute Agreements for such party.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first written above.

ATTEST:

CITY OF LODI
A Municipal Corporation

By: _____
Susan Blackston
City Clerk

By: _____
Blair King
City Manager

APPROVED AS TO FORM:

LCVB

By: _____
D. Stephen Schwabauer
City Attorney

By: _____

Exhibit B

Media Day	\$3,500.00
Press Trips (2)	\$1,600.00
Website Redesign	\$6,000.00
Advertising	\$15,000.00
California Visitor Guide	
Sacramento Visitor Guide	
Yellow Pages	
Direct Mail Advertisements	
Visitor Attraction Map & Guide Publication	\$2,500.00
Tradeshows (incl. Travel & Meals)	\$9,000.00
CalSAE - Association Show	
California Travel Market (Sales Appt. Show)	
San Francisco Media Reception (Media Show)	
NTA (Sales Appt. Show)	
Bay Area Travel Show (Consumer Show)	
Sunset Travel Show (Consumer Show)	
Newsletter (3 per year)	\$1,000.00
Event Calendars	\$500.00
Meeting Facilities Brochure	\$100.00
LodiView (Monthly Email Event Calendar)	\$60.00
Postage for Visitor Information Mailing	\$2,000.00
Salaries	\$60,000.00
Rent	\$16,500.00
Industry Memberships	\$2,400.00
Computers/Desks/Chairs (2)	\$5,000.00
Total	\$125,160.00

RESOLUTION NO. 2005-253

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING THE CITY MANAGER TO EXECUTE
AGREEMENT WITH THE LODI CONFERENCE AND
VISITORS BUREAU TO PROMOTE THE DEVELOPMENT
OF REGIONAL BUSINESS, RECREATION, TOURIST,
CONFERENCE, AND VISITOR ACTIVITIES

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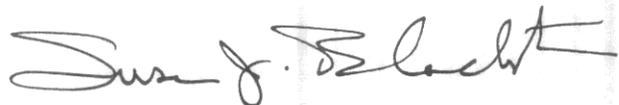
NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lodi hereby authorizes the City Manager to execute an Agreement with the Lodi Conference and Visitors Bureau to promote the development of regional business, recreation, tourist, conference, and visitor activities.

Dated: December 7, 2005

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I hereby certify that Resolution No. 2005-253 was passed and adopted by the City Council of the City of Lodi in a regular meeting held December 7, 2005, by the following vote:

- AYES: COUNCIL MEMBERS – Hansen, Johnson, Mounce, and Mayor Hitchcock
- NOES: COUNCIL MEMBERS – None
- ABSENT: COUNCIL MEMBERS – None
- ABSTAIN: COUNCIL MEMBERS – Beckman



SUSAN J. BLACKSTON
City Clerk