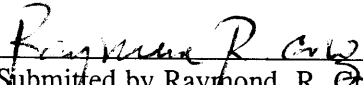


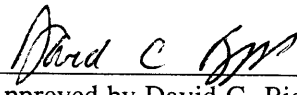


City of Carson Report to Mayor and City Council

October 4, 2011
New Business Consent

SUBJECT: CONSIDER APPROVING THE AGREEMENT WITH SHAMROCK SHOWS TO PRESENT THE CITY OF CARSON HALLOWEEN CARNIVAL


Submitted by Raymond R. Cruz
Public Services General Manager


Approved by David C. Biggs
City Manager

I. SUMMARY

The Parks and Recreation Commission and the Youth Commission will be presenting a city wide Halloween Carnival from October 28-31, 2011, at the South Bay Pavilion. At the September 6, 2011, City Council meeting, a fee waiver was approved in the amount of \$1,100.00 for the rental of city equipment (Exhibit No. 1). Funding has been identified through the sales of carnival tickets to pay for the cost for supplies and staff time, as well as the rental of outside equipment. Tonight, the City Council is asked to approve the contract agreement with Shamrock Shows who will provide the carnival rides, a concession stand and games (Exhibit No. 2).

II. RECOMMENDATION

TAKE the following actions:

1. APPROVE the contract with Shamrock Shows to present the city of Carson Halloween Carnival.
2. AUTHORIZE the Mayor to execute the contract following approval as to form by the City Attorney.

III. ALTERNATIVES

TAKE another action the City Council deems appropriate.

IV. BACKGROUND

The city has traditionally held an annual Halloween Carnival through the Parks and Recreation Department. Unfortunately, due to the city's budget challenges, last year's event was suspended. This year, the Parks and Recreation Commission and Youth Commission chose to work together to present this year's event. The carnival is scheduled to take place from Friday, October 28 through Monday, October 31, 2011, at the South Bay Pavilion. On Halloween, a variety of games and contests, as well as a pumpkin patch will be available free to the public. Candy was purchased to be given free to the children using a generous donation from a Carson corporate citizen.

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In an effort to facilitate this year's program, the Parks and Recreation Commission and the Youth Commission requested a fee waiver from the city for the rental of city equipment. On September 6, 2011, the City Council approved the fee waiver request. Additionally, staff has been meeting with Shamrock Shows to provide the traditional carnival rides, one candy/food concession, and additional games. These attractions will require the purchase of carnival tickets to partake in, and will be available to the public all four days. Rather than pay the company to provide this service, Shamrock Shows will be permitted to sell tickets and keep the proceeds. The company has also agreed to give the city a portion of the proceeds to pay for supplies and staff cost, as well as the rental of outside equipment at a cost of \$3,117.00. Tonight, the City Council is asked to approve the contract with Shamrock Shows.

V. FISCAL IMPACT

Instead of paying Shamrock Shows to provide the carnival rides, a concession stand and games, the company will be permitted to sell tickets and keep the proceeds. The company has agreed to give the city a portion of the proceeds to pay for supplies and staff cost, as well as the rental of outside equipment.

VI. EXHIBITS

1. Draft Disposition, September 6, 2011, Item No. 28. (pg. 3)
2. Event Agreement - Shamrock Shows. (pgs. 4-6)

Prepared by: Cedric L. Hicks, Sr., Recreation Superintendent

TO:Rev091911

Reviewed by:

City Clerk	City Treasurer
Administrative Services	Development Services
Economic Development	Public Services

Action taken by City Council

Date_____ Action_____

ITEM NO. (28) CONSIDER APPROVING THE FEE WAIVER REQUEST BY THE PARKS AND RECREATION COMMISSION AND THE YOUTH COMMISSION FOR THE RENTAL OF CITY EQUIPMENT FOR A HALLOWEEN CARNIVAL (PUBLIC SERVICES)

Item No. 28 was heard after Item No. 26 at 10:52 P.M.

Public Services General Manager Cruz summarized the staff report and recommendation.

RECOMMENDATION for the City Council:

1. CONSIDER the City Council Policy Sub-Committee's recommendation to approve the fee waiver request of the Parks and Recreation Commission and the Youth Commission in the revised amount of \$1,100.00 for the rental of city equipment for their Halloween Carnival.

ACTION: It was moved to approve the staff recommendation on motion of Davis-Holmes and seconded by Santarina.

During discussion of the motion, and upon inquiry, Public Services General Manager Cruz informed the City Council that he would look into providing something for free for the children, such as, tickets as door prizes and free candy.

Mayor Dear suggested that perhaps the seven (7) elected officials could assist and make donations.

The motion was unanimously carried by the following vote:

Ayes:	Mayor Dear, Mayor Pro Tem Ruiz-Raber, Council Member Davis-Holmes, Council Member Gipson, and Council Member Santarina
Noes:	None
Abstain:	None
Absent:	None



EVENT AGREEMENT

This agreement is made on August 10, 2011 by and between Shamrock Shows, located at 11101 Calabash Ave, Fontana, California, 92337, (herein after referred to as the "Producer") and the City of Carson Parks and Recreation Department located at City of Carson, 701 E. Carson Street, Carson, CA 90745 (hereinafter referred to as the "Sponsor").

That whereas the Sponsor desires to sponsor a Carson Halloween Carnival in the city of Carson on and between the dates of October 28 through 31, 2010, inclusive, and whereas the Producer conducts such celebrations, now therefore, in consideration for and of the covenants, agreements and consideration set forth herein, the parties hereto agrees as follows:

AGREEMENTS

LOCATION: Sponsor agrees to furnish a suitable location with water hook-up to accommodate Producer's equipment. This location must be ready for occupancy two days prior to opening. The location will be in the parking lot NE of J C Penny.

REVENUES: Financial provisions are as follows:

Sponsor will receive from the producer as their share of the ticket sales the following;

25% of the on ground ride coupon sales less the cost of permits and licenses.
25% of the advance sale of carnival ride coupons.

EQUIPMENT/SERVICES: Producer agrees to furnish quality attractions and services;

12 to 14 carnival rides consisting of a well balanced mix of spectacular and major adult thrill rides, family rides and children's rides, one (1) Candy/Food Concessions, Games of skill, generators, electrical wire and boxes to power the carnival, ticket boxes and other equipment as necessary for the safe operation of the carnival.

HOURS: Producer and sponsor agree to the following hours of operation.

Friday:	5:00 PM to 10:00 PM
Saturday:	2:00 PM to 10:00 PM
Sunday:	2:00 PM to 10:00 PM
Monday:	5:00 PM to 10:00 PM

TICKETS: Producer, at its own expense, will provide all on grounds and advance sale tickets, ticket boxes and cashiers for the event to the Sponsor. Sponsor has the right to provide cashiers if they so choose.

Advance Sale: Advance sale tickets will only be sold prior to the opening of the first day of the event. Sponsor is responsible for full cash value of all tickets issued. Settlement of advance sale tickets will occur no later than the second day of the event.

On-Grounds Sales: Producer will provide all tickets, sales and office accounting personnel.

Audit: Both parties agree that all ticket sales activity is subject to audit.





PROMOTION: Any event promotion involving the carnival such as discounts, vouchers, pay one price days etc. will be agreed upon by both parties. Additionally, Producer will furnish and Sponsor will distribute 100 Posters and 1500 Flyers for the event.

INSURANCE: Producer will provide to the Sponsor Comprehensive General Liability insurance to cover the Producer's carnival operation. Producer will also furnish liability insurance certificates naming the sponsor and other necessary entities as additional insured's on Producer's policy. Producer shall be responsible for its actions related to users of its services only. Sponsor shall assume all of the responsibility and liability related to security and maintenance of the premises. Producer is an independent contractor with Sponsor and no agency relationship is created by this agreement. Producer shall have exclusive control of its equipment, personnel, sub-contractors and agents.

During the period that of this event, Sponsor shall maintain commercial general liability insurance in an amount not less than \$2,000,000, *automobile in an amount not less than \$1,000,000 and Workers' Compensation in an amount not less than \$1,000,000*. Any deductibles or self-insured retentions must be declared to and approved by City, At the option of City's Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to City, its officers, officials, employees and volunteers; or Sponsor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses. The insurance policy shall contain, or be endorsed to contain, the following provisions unless waived by City's Risk Manager:

1. City, its officers, officials, employees, agents and volunteers are to be covered as insured's as respects to liability arising out of: activities performed by or on behalf of Sponsor; products and completed operations of Sponsor; premises owned, occupied or used by Sponsor; or automobiles owned, leased, hired or borrowed by Sponsor. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, officials, employees, agents or volunteers.
2. For any claims related to this Agreement, Sponsor's insurance coverage shall be primary insurance as respects City, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees, agents or volunteers shall be excess of Sponsor's insurance and shall not contribute with it Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to City, its officers, officials, employees, agents or volunteers. Sponsor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
3. Coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after 30 days prior written notice by certified mail, return receipt requested, has been given to City.

INDEMNIFICATION: To the full extent authorized by law, Sponsor shall defend (with counsel acceptable to City), indemnify and hold harmless City, its employees, agents, representatives and officers, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged, or threatened, as well as attorneys' fees, court costs, interest, defense costs (including expert witness fees) and any other costs or expenses of any kind whatsoever incurred in relation to, as a consequence of, arising out of, or in any way attributable to, in whole or in part, activity on the Subject Premises by Sponsor or any of its officers, employees or agent.





LICENCE & PERMITS: Producer shall obtain all city licenses and permits required for the event. Producer will deduct the cost of all license and permits from the Sponsor's share of revenue at time settlement.

RESTROOMS: Restrooms (portable toilets) and a hand washing sink are to be provided by Producer and made available by 9 a.m. on Friday prior to the event. One rest room facility, portable or otherwise, will be made available to carnival employees upon arrival onto the property. Producer will deduct one half of the cost of portable rest rooms, services and sinks from the Sponsor's share of revenue at time settlement.

TRASH DUMPSTER: The Sponsor will furnish one large trash dumpster that will be available for the proper disposal of the trash by 9:00 AM on Thursday prior to the event.

SECURITY: Sponsor will be responsible to furnish any and all security personal as may be required by the city and/or the Sponsor during operating hours of the event.

LOCATION MAINTENANCE: Producer will be required to maintain the cleanliness of the carnival area only. Sponsor is responsible for maintenance of the remainder of the premises.

EXCLUSIVITY: Sponsor agrees it will not book or sponsor any other show, carnival, amusement or mechanical devices, games, etc of a similar nature anytime 180 days prior to or during this event. Producer retains all rights to book additional rides, games or stands. There will be no compensation to Sponsor for mechanical or electrical failure of any type.

Both parties agree that Producer may renegotiate this agreement in the unlikely event of riot, rain, safety of equipment, act of God, fuel shortage, etc. Any changes, alterations or revisions will be considered null and void unless duly authorized by an Agent of Producer.

This document constitutes the complete and sole Agreement between the parties. This Agreement may only be modified through a writing signed by both parties.

It is agreed and understood that both parties have read this agreement thoroughly and it is entirely understood by both parties as confirmed by their signatures below.

SHAMROCK SHOWS

Signature _____

Print Name _____

Date _____

CARSON PARKS AND RECREATION

Signature _____

Print Name _____

Date _____

