RESOLUTION: ADOPTING FINDINGS AND AUTHORIZING THE CITY MANAGER TO EXECUTE A LETTER OF AGREEMENT WITH THE STOCKTON SYMPHONY TO CONDUCT A PERFORMANCE AT WEBER POINT EVENTS CENTER DURING THE WATERFEST 4TH OF JULY EVENT

WHEREAS, the Stockton Symphony has performed at the Waterfest 4th of July event at Weber Point Events Center for the past seven years; and

WHEREAS, the Stockton Symphony has agreed to perform during the 2006 event at a cost of $55,922, which is a 5% increase from the previous year’s cost; and

WHEREAS, City staff will solicit contributions to offset the entire cost; however, the City is ultimately responsible for payment as agreed to in the Letter of Agreement; and

WHEREAS, Stockton Municipal Code (“SMC”) Section 3-105 provides for an exception to the competitive bidding requirements in cases where the City Council has approved findings, which support and justify exceptions to the competitive bidding process; now, therefore,

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF STOCKTON, AS FOLLOWS:

1. Pursuant to the requirements of SMC section 3-105, the City Council hereby approves the following findings, which support authorizing the execution of a Letter of Agreement with the Stockton Symphony for the 2006 Waterfest performance at Weber Point Events Center:

   a. The performance to be conducted by the Stockton Symphony requires highly trained and specialized musicians;
   b. City staff is not trained to conduct such performances;
   c. Due to the specialized nature of the service, few vendors are qualified to perform these services;
   d. To utilize another vendor would be difficult, as this is a specialized service;
   e. Stockton Symphony Association has been performing for the past several years and is familiar with the venue, programming, and schedule of the event and
   f. The proposed Letter of Agreement is in the best interest of the City of Stockton for the efficient performance and maximum enjoyment of the citizens of the City of Stockton.
2. The City Manager is hereby authorized and directed to execute a Letter of Agreement between the City and the Stockton Symphony, in the amount of $55,922, to conduct a performance at the 2006 Waterfest 4th of July event, which is attached hereto as Exhibit “A” and incorporated herein by reference.

3. The City Manager is hereby authorized and directed to take all actions necessary to carry out the purpose and intent of this Resolution.

PASSED, APPROVED, and ADOPTED ________________ MAY – 9 2006

ATTEST

EDWARD J. CHAVEZ
Mayor of the City of Stockton

KATHERINE GONG MEISSNER
City Clerk of the City of Stockton
March 30, 2006

Dino Leonardi
City of Stockton Parks and Recreation Department
City Hall Annex
6 East Lindsay Street
Stockton, CA 95202-1997

Dear Dino:

This LETTER OF AGREEMENT shall serve as a binding agreement by and between the City of Stockton, hereinafter referred to as CITY, and the Stockton SYMPHONY Association, hereinafter referred to as SYMPHONY.

Nothing in this Letter of Agreement shall be construed in such a manner as to supersede the terms of the collective bargaining agreement between the SYMPHONY and Local 189, American Federation of Musicians.

The CITY hereby contracts for the services of no less than sixty (60) musicians from the SYMPHONY to perform a concert for the CITY. The concert is scheduled for 8:30pm Tuesday, July 4, 2006 at the Weber Point Event Center, Stockton. The concert will run approximately seventy-five minutes, with no intermission. One rehearsal will take place July 3, 7:45-10:15pm, at Weber Point. A second rehearsal will take place on the day of the concert, 3:30 to 6:00pm, at the Stockton Memorial Civic Auditorium. City will make that the Civic Auditorium room temperature does not exceed 74 degrees Fahrenheit during the rehearsal.

For the sum of fifty five thousand nine hundred twenty two dollars ($55,922) through direct fee and in direct sponsorship payable to SYMPHONY payment is due in full prior to the concert. The SYMPHONY shall provide the aforementioned complement of musicians for the described concert, plus music, instruments, music stands and conductor’s podium; stage, sound system and lighting at Weber Point; and the services of a conductor, guest soloists, personnel manager, librarian, stage manager and stage crew. The fee shall be payable in full on the day of the concert prior to the beginning of the performance minus the amount of the direct sponsorship received by the SYMPHONY. The SYMPHONY will not provide printed programs, but will supply necessary program copy including concert program, guest artist bios, and an orchestra roster, at the request of the CITY.

In the event the CITY decides to cancel the described concert where the services of the SYMPHONY are no longer needed, the CITY agrees to pay appropriate cancellation fees. Cancellation notice from the CITY will need to be received in writing. Payment is due within
10 working days of the final agreed performance date. When cancellation notice is provided at least 20 working days prior to the first rehearsal the cancellation fee is 20% of the agreed sum. When notice is provided at least 15 working days prior to the first rehearsal the cancellation fee is 75% of the agreed sum. When cancellation notice is received less than 15 working days of the first rehearsal the fee is 80% of the agreed sum. These fees are necessary to fulfill obligations to our musicians according to our agreement with Local 189, American Federation of Musicians, and our staff.

The CITY will provide facilities for both rehearsal and performance venues plus other items as itemized in the attached Technical Rider. CITY shall also provide all publicity surrounding this event except for any internal SYMPHONY publications.

In addition to the live performance, provision shall be made for KVIE Channel 6 and Channel 97 to broadcast the event live, with the option to rebroadcast one time only on the night of the event. A separate agreement shall govern such broadcasting.

The attached documents shall serve as official addenda to this contract, detailing the specific needs of the SYMPHONY with respect to the aforementioned provisions. A copy of section V.A (Working Conditions) of the collective bargaining agreement between the SYMPHONY and Local 189, AF of M, is included to provide specific information with regard to temperature standards.

By our signatures, the undersigned agree that this is the complete agreement between the parties.

Sincerely,

[Signature]

Philip West
Executive Director
Stockton Symphony Association

for City of Stockton

APPROVED AS TO FORM AND CONTENT

[Signature]
Deputy City Attorney

City of Stockton July 4, p. 2
04/24/06