

ITEM 4.9

CITY MANAGER'S REPORT APRIL 10, 2023 CITY COUNCIL REGULAR MEETING

ITEM: **APPROVE COMMUNITY PARTNERSHIP AGREEMENT BETWEEN THE CITY OF LATHROP AND THE JUNETEENTH COMMITTEE TO COMMEMORATE THE JUNETEENTH NATIONAL INDEPENDENCE DAY FEDERAL HOLIDAY**

RECOMMENDATION: **Adopt Resolution Approving a Community Partnership Agreement between the City of Lathrop and the Juneteenth Committee to Commemorate the Juneteenth National Independence Day Federal Holiday**

SUMMARY:

The Lathrop Juneteenth Committee, a local residents group, is currently permitted to host a Juneteenth National Independence Day Special Event at the Generations Center on Saturday, June 24, 2023. Staff met with the Lathrop Juneteenth Committee at the Generations Center to discuss logistics for the Juneteenth National Independence Day Special Event. Additionally, the Juneteenth Committee was asked to submit an email outlining the areas in which the Juneteenth Committee would like to have directorial control and which areas the Juneteenth Committee would like to have the City facilitate. Staff suggested the use of the Community Partnership Agreement to clearly identify the roles and responsibilities. Staff received the Juneteenth Committee request and worked with the Juneteenth Committee to develop the attached Community Partnership Agreement, which would establish a co-sponsored Juneteenth National Independence Day Federal Holiday Special Event.

The Inaugural Juneteenth National Independence Day Special Event will take place on Saturday, June 24, 2023 at the Lathrop Generations Center from 10:00 a.m. to 5:00 p.m. The Juneteenth National Independence Day Special Event will feature food trucks, entertainment, children's activities, informational and community booths, and craft and art vendor booths. The Juneteenth National Independence Day Special Event is open to the public and is expected to have an estimated 400 people in attendance.

BACKGROUND:

On June 17, 2021, President Joe Biden signed the Juneteenth National Independence Day Act into law, officially making June 19th a Federal Holiday and giving national recognition commemorating the day of emancipation. The attached Community Partnership Agreement will better serve the community by commemorating a co-sponsored Juneteenth National Independence Day Federal Holiday Special Event. The

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Inaugural Juneteenth National Independence Day Special Event would take place on Saturday, June 24, 2023 at the Lathrop Generations Center from 10:00 a.m. to 5:00 p.m.

The attached proposed Community Partnership Agreement identifies that the Lathrop Juneteenth Committee shall procure community partnerships, craft and art vendors, food trucks, cultural elements, entertainment, bounce houses, amplified sound equipment, event décor, event program and flyer. The City of Lathrop shall procure the event layout, Lathrop Police Department plan review, Lathrop Manteca Fire District plan review, parking, access, traffic control, garbage/refuse disposal, restrooms, security, twenty (20) tented vendor booths, invite Lathrop Manteca Fire District to participate, host City of Lathrop Community Booths (i.e. Parks, Recreation and Maintenance Services, Lathrop Police Department, Animal Services / Pet Adoptions and Public Works) and assist with the marketing of provided materials on City social media platforms.

RECOMMENDATION:

Staff recommends Council find the requested Community Partnership Agreement between the City of Lathrop and the Lathrop Juneteenth Committee as a public benefit to the community and approve the Community Partnership Agreement with the Lathrop Juneteenth Committee.

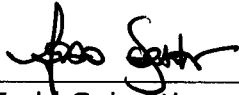
FISCAL IMPACT:

The fiscal impact of co-sponsoring the Juneteenth National Independence Day Special Event including staffing and all Special Event logistics is estimated to be \$14,345. Funds are available within the FY 22/23 budget to cover the Event staffing and logistics.

ATTACHMENTS:

- A. Resolution to approve a Community Partnership Agreement between the City of Lathrop and the Juneteenth Committee in order to better serve the community and celebrate the Juneteenth National Independence Day Federal Holiday
- B. Community Partnership Agreement between the City of Lathrop and Lathrop Juneteenth Committee

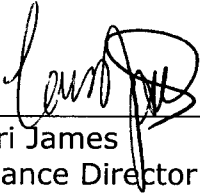
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CITY OF LATHROP AND THE JUNETEENTH COMMITTEE TO
COMMEMORATE THE JUNETEENTH NATIONAL INDEPENDENCE DAY
FEDERAL HOLIDAY
APPROVALS:**



Todd Sebastian
Director of Parks, Recreation and Maintenance Services

3.30.23

Date



Cari James
Finance Director

3/30/2023

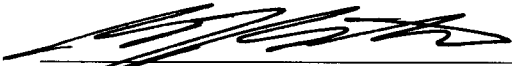
Date



Salvador Navarrete
City Attorney

3.30.2023

Date



Stephen J. Salvatore
City Manager

4.4.23

Date

RESOLUTION NO. 23 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING A COMMUNITY PARTNERSHIP AGREEMENT BETWEEN THE CITY OF LATHROP AND THE JUNETEENTH COMMITTEE TO COMMEMORATE THE JUNETEENTH NATIONAL INDEPENDENCE DAY FEDERAL HOLIDAY

WHEREAS, the Lathrop Juneteenth Committee, a local citizens group, is currently permitted to host a Juneteenth National Independence Day Special Event at the Generations Center on Saturday, June 24, 2023; and

WHEREAS, the Juneteenth Committee submitted an email outlining the areas in which the Juneteenth Committee would like to have directorial control and which areas the Juneteenth Committee would like to have the City facilitate and staff suggested the use of the Community Partnership Agreement to clearly identify the roles and responsibilities; and

WHEREAS, staff received the Juneteenth Committee request and worked with the Juneteenth Committee to develop a Community Partnership Agreement; and

WHEREAS, the Community Partner Agreement will better serve the community by commemorating a co-sponsored Inaugural Juneteenth National Independence Day Special Event to take place on Saturday, June 24, 2023 at the Lathrop Generations Center from 10:00 a.m. to 5:00 p.m.; and

WHEREAS, the City Council finds that this request provides a public benefit to the community and the amount of the request is approximately \$14,345; and

WHEREAS, sufficient funds are available within the FY 22/23 budget.

NOW, THEREFORE, BE IT that the Council of the City of Lathrop approves the Community Partnership Agreement between the City of Lathrop and the Juneteenth Committee to commemorate the Juneteenth National Independence Day Federal Holiday at a co-sponsored event to take place at the Generations Center on Saturday, June 24, 2023 at a cost of \$14,345.

The foregoing resolution was passed and adopted this 10th day of April 2023,
by the following vote:

AYES:

NOES:

ABSENT:

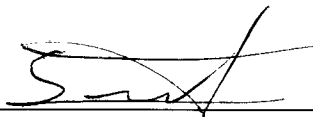
ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk



Salvador Navarrete, City Attorney

A Community Partnership Agreement with the City of Lathrop and the Lathrop Juneteenth Committee

This Community Partnership Agreement is made and entered into on April__, 2023, by and between the City of Lathrop, (hereinafter called the CITY) and the Lathrop Juneteenth Committee (hereinafter called the PARTNER), who agree as follows:

A. Purpose

The purpose of this agreement is to grant the PARTNER recognition as a Community Partner in order to better serve the community of Lathrop through the use of CITY facilities to celebrate the Juneteenth National Independence Day Federal Holiday; subject to compliance with the terms of this Agreement and applicable laws and CITY policies, procedures and safety guidelines.

2023 Juneteenth National Independence Day Federal Holiday Special Event

Date: Saturday, June 24, 2023
Set-up: 8:00 a.m. to 10:00 a.m.
Event Time: 10:00 a.m. to 5:00 p.m.
Clean-up: 5:00 p.m. to 7:00 p.m.

B. General Terms of Agreement

1. Both parties will designate a person to act as the primary contact to facilitate effective communications regarding the Community Partnership Agreement. The primary contacts will maintain regular communication meetings to successfully coordinate and uphold the terms of this agreement. Both parties will schedule in-person meetings two times per month in April and May to finalize all event logistics and ensure a smooth and successful event plan.

The CITY hereby designates:

Primary Contact: Director of Parks, Recreation and Maintenance Services – Todd Sebastian

The PARTNER hereby designates:

Primary Contact: Co-Chair, Lathrop Juneteenth Committee – Brandy Perkins

2. Each party shall, to the fullest extent permitted by law, indemnify, defend, protect, and hold harmless the other party, and its officers, employees, volunteers and agents from and against any and all liability, losses, claims, damages, expenses, demands, and costs (including, but not limited to: attorney fees and costs, expert witness and consultant fees and costs, and litigation costs) of every nature arising out of the indemnifying party's performance or failure to perform under this Agreement and caused by any negligent act or omission, willful misconduct or violation of law of or by indemnifying party or its employees, volunteers, agents and subcontractors, except where caused by the sole negligence or willful misconduct of the other party or as otherwise limited by law. This indemnity obligation shall survive the termination of the Agreement.

C. General Provisions

The PARTNER shall:

1. Comply with and implement all requirements outlined in this Community Partnership Agreement.
2. Not damage, deface, destruct or harm facilities, equipment or furniture. If PARTNER or an employee, agent, contractor, guest, participant, attendee or invitee damages, defaces, destructs or harms facilities, equipment or furniture, then PARTNER shall be liable for the costs of the necessary repairs or replacements. PARTNER shall give prompt written notice to CITY of any damage or destruction.
3. PARTNER at its sole cost and expense shall procure the following event amenities:
 - a. Community Partnerships
 - b. Up to Twenty (20) Craft and Art Vendors (CITY will provide recent vendor list)
 - i. Craft and Art Vendors must adhere to CITY vendor rules and submit the Release of Liability Waiver.
 - c. Food Trucks (CITY will provide recent vendor list)
 - i. Food Trucks must have a current business licenses with the CITY.
 - d. Critical Cultural Elements
 - e. All Stage Entertainment
 - i. Stage Entertainment must submit the Release of Liability Waiver.
 - f. Play Area "Bounce House" w/ Power Need and
 - i. Bounce House must submit commercial general liability insurance with limits of at least \$1,000,000 per occurrence endorsing the CITY, and its officers, employees, volunteers and agents as additional insured.
 - g. Event Program / Marketing / Flyer (with CITY logo and review)
 - h. Dignitary List (Including City Council)
 - i. Event Décor
 - j. Amplified Sound Equipment / Power Needs

The CITY shall:

1. Agree to establish an annual CITY co-sponsored Juneteenth National Independence Day Federal Holiday Special Event.
2. Agree to allow the use of CITY facilities at no cost in accordance with the terms of this Agreement.
3. Agree to waive the PARTNER requirement of providing commercial general liability insurance with limits of at least \$1,000,000 per occurrence endorsing the CITY, and its officers, employees, volunteers and agents as additional insured.
4. Reserve the right for the Lathrop Police Department and the Lathrop Manteca Fire District Fire to suspend any and all uses should it be necessary to correct any safety related condition or activity until such time that condition of activities are deemed safe and appropriate for public usage.
5. CITY at its sole cost and expense shall procure and provide technical oversight on the following event amenities:
 - a. Provide Event Layout / Mapping
 - i. Secure Lathrop Police Department Plan Review
 - ii. Secure Lathrop Manteca Fire District Plan Review
 - b. Manage Parking and Access
 - c. Manage Traffic Control
 - d. Manage Garbage / Refuse

- e. Manage Restroom Facilities
- f. Manage Non-Police Department Event Security based on estimated 400 anticipated attendees
- g. Stage powered with four (4) outlets and basic overhead lighting
- h. Provide Twenty (20) Tented Craft and Art Vendor Booth Locations
- i. Invite Lathrop Manteca Fire District to host a community booth.
- j. Host City of Lathrop Community Booths:
 - i. Parks and Recreation
 - ii. Lathrop Police Department
 - iii. Animal Control / Pet Adoptions
 - iv. Public Works Water Reduction

6. Marketing

- a. Post on social media (Facebook and Instagram). Initial Post 30-days prior, second post 14-days prior, and last post day before event.
- b. Email blast 14-days prior to the event to Parks and Recreation Department database.
- c. Post on CITY website under the special events page.

D. Agreement

1. Entire Agreement; Amendment: This writing represents the sole, final, complete, exclusive and integrated expression and statement of the terms of this contract between the parties concerning PARTNER's use of the facilities, and supersedes all prior oral and/or written negotiations, representations or contracts. This Agreement may be amended only by a subsequent written contract approved and executed by both parties.
2. Successors and Assignment: This Agreement shall bind and ensure to the benefit of the heirs, successors and assigns of the parties; however, the PARTNER shall not subcontract, assign or transfer this Agreement or any part of it without the prior written consent of CITY.

APPROVALS:

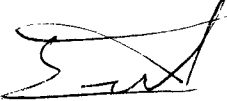
 Sonny Dhaliwal, Mayor

Date: _____

 Brandy Perkins, Lathrop Juneteenth Committee

Date: _____

APPROVED AS TO FORM:



 Salvador Navarrete, City Attorney

Date: 3-30-2023