

STAFF REPORT TO COUNCIL

April 25, 2022

TO: Mayor and Council
FROM: Elizabeth Nunez, City Manager
SUBJECT: Circus Royal Spectacular

Executive Summary

Agreement with Circus Royal Spectacular, Corporation is being brought to Mayor and Council for consideration of approval to hold a Circus in the City on Thursday, May 5, 2022 thru Sunday, May 8, 2022. The vendor selected to hold the circus is Circus Royal Spectacular. They are scheduled to occupy the Sports Park from Tuesday May 3rd thru Tuesday, May 10th for set up and take down. The circus is expected to hold at least one daily show with two daily shows scheduled Saturday and Sunday. They will also host one food concession and toy stands. The tent used by the circus will accommodate up to 500 in attendance.

The Circus will be covering all the operational expenses and additionally, covering the cost of promotional material. The City will seek sponsorships and donations for the Circus by reaching out to local businesses. Sponsorships may authorize posting of business banners and/or private events. These proceeds will be used to cover expenses associated with the circus and promotional materials. The City and Circus will split these proceeds equally by 50% each.

Circus will make available for City to sell, Advance Sale Discount Tickets to be sold by City. The tickets may be redeemed on-site for any show Thursday, Friday, Saturday and Sunday. Circus shall pay City twenty (20%) of the total onsite gross show receipts from ticket sales and twenty percent (20%) of all Advance Sale Discount Tickets (ASDT) sold by City.

In addition to commission for ticket sales and Advance Sale Discount Tickets (ASDT) sold by the City and for obtaining sponsorships, the Circus will hold a special show for City officials and family to be held May 7th or May 8th as agreed upon by City and Circus.

Little to no City resources will need to be allocated to this event. There will be some minimal prep required by staff to ensure the City park is ready to hand over to the Circus and minimal maintenance during their stay.

Recommendation:

Approve Resolution 2022-15 authorizing City Staff to enter into an agreement with Circus Royal Spectacular, Corporation to authorize the circus to be held on May 5, 2022 thru May 8, 2022.

RESOLUTION NO. 2022-15

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN JOAQUIN
APPROVING CONTRACT TO CIRCUS ROYAL SPECTACULAR, CORPORATION
FOR CIRCUS ACTIVITIES**

WHEREAS, the City of San Joaquin wishes to enter into an agreement with Circus Royal Spectacular for Circus activities; and

WHEREAS, the Circus shows will take place May 5, 2022 through May 8, 2022; and

WHEREAS, the City will seek sponsorships for the Circus and sell Advanced Sale Tickets; and

WHEREAS, Circus shall pay City twenty (20%) of the total onsite gross show receipts from ticket sales and twenty percent (20%) of all Advance Sale Discount Tickets (ASDT) sold by City; and

WHEREAS, In addition to commission for ticket sales and Advance Sale Discount Tickets (ASDT) sold by the City and for obtaining sponsorships, the Circus will hold a special show for City officials and family to be held May 7th or May 8th as agreed upon by City and Circus; and

WHEREAS, the Circus is responsible for all operational and cleanup expenses as outlined in the agreement:

NOW, THEREFORE, the City Council of the City of San Joaquin resolves as follows:

1. The foregoing recitals are deemed true and correct.
2. Upon the recommendation of city staff, the Council approves the contract with Circus Royal Spectacular, Corporation attached to this resolution and incorporated by reference.
3. This resolution is effective upon adoption.

Julia Hernandez, Mayor
City of San Joaquin

ATTEST:

I, Lupe Estrada, City Clerk of the City of San Joaquin, do hereby certify that the foregoing resolution was duly adopted and passed by the City Council at a Meeting of said Council, held at the San Joaquin Council Chambers on April 27th, 2022, by the following vote:

AYES: 0

NOES: 0

ABSENT: 0

ABSTAIN: 0

Lupe Estrada, City Clerk
City of San Joaquin

**AGREEMENT BETWEEN THE CITY OF SAN JOAQUIN AND
CIRCUS ROYAL SPECTACULAR, CORPORATION FOR CIRCUS ACTIVITIES**

This Agreement for Circus Activities (“Agreement”) is made and entered into this ___ day of April, 2022, by and between the City of San Joaquin, a municipal corporation (hereinafter called “City”), and Circus Royal Spectacular, Corporation (hereinafter called “Circus”).

RECITALS

- A. City is interested in holding a circus as a community event on City Property.
- B. Circus is in the business of operating circuses in various communities in California.
- C. City and Circus wish to enter an agreement to have Circus operate a circus in May of 2022 in the City of San Joaquin.

AGREEMENT

1. Term. City shall sponsor Circus in an exhibition of shows and food concessions listed in Section 4 of this Agreement for a period consisting of four days beginning Thursday, May 5, 2022 through and including Sunday, May 8, 2022. The circus lot occupation dates will be Tuesday, May 3, 2022 through and including Tuesday, May 10, 2022.

2. Location. City, as owner, hereby gives written permission as owner of the real property described in this Section 2, for Circus’s use of real property described as the San Joaquin Sports Complex located at the corner of 8th and Arizona Streets, San Joaquin, California 93660 which is a suitable location and exhibitions site for all activities commonly carried on by Circus. Such real property is properly zoned for Circus’s operations.

3. Expenses. City shall obtain and pay for all City permits, licenses, or use fees which Circus may be required to obtain or pay for, to carry on any and all of Circus’s operations in connection with the circus. Circus shall be responsible for any and all sales tax incurred from circus food operations. Circus shall obtain and pay for a minimum of two (2) portable toilets, and one hand washing sink to be delivered and set up no later than opening day, May 5, 2022 at 12:00 noon. City shall provide a running potable water source for circus’s use. Circus shall furnish the necessary electrical for the circus. Finally, the Circus will be responsible for providing the City with and disseminating promotional material for the event. The City will seek sponsorships and donations for the Circus by reaching out to local businesses. Sponsorships may authorize posting of business banners and/or private events. These proceeds will be used to cover expenses associated with the circus and promotional materials. The City and Circus will split these proceeds equally by 50% each.

4. Operation.

- a. Circus shall manage one circus tent with a minimum of one show daily with the option to have a second show and one food concession at the above-named location.

- b. On-site ticket sales and the cost therewith, shall be the responsibility of Circus. Circus shall make available for on-site purchase (i) general admission adult tickets at a price not to exceed \$20.00 and children \$10.00; and (ii) adult VIP tickets at a price not to exceed \$30.00 and VIP children \$20.00. Circus shall make available for City to sell, Advance Sale Discount Tickets, hereinafter called "ASDT". ASDT general admission shall be sold by City for \$10.00 each adult and \$5.00 each child and VIP shall be sold for \$15.00 each adult and \$10.00 each child; may be redeemed on-site for any show Thursday, Friday, Saturday and Sunday. Unsold ASDT must be returned to Circus by 5:00 pm (Thursday). ASDT ticket sales and the cost and responsibility therewith, shall be the responsibility of the City.
- c. Circus shall at all times, have exclusive control of the management and operation of shows and food concessions owned by Circus.
- d. Alcohol is strictly prohibited.
- e. Circus must provide a minimum of two (2) licensed/uniformed security officers to provide interior/exterior security during the event hours.
- f. Circus must provide exterior lighting sufficient to illuminate area subject to pedestrian traffic related to the event during hours of darkness.
5. Payment. Circus shall pay City twenty (20%) of the total onsite gross show receipts from ticket sales and twenty percent (20%) of all Advance Sale Discount Tickets (ASDT) sold by City. Payment on ASDT will be based on returned unsold ASDT, not on monies collected by City. This payment along with a ticket report will be available to the City the following day after the conclusion of the circus exhibition. In addition to commission for ticket sales and Advance Sale Discount Tickets (ASDT) sold by the City and for obtaining sponsorships, the Circus will hold a special show for City officials and family to be held May 7th or May 8th as agreed upon by City and Circus.
6. Insurance. Circus shall maintain for the period specified in Section 1 of this Agreement public liability, property damage, business auto policy, and workers' compensation insurance relating to the operation of said exhibition from an AM Best rated carrier. Said public liability insurance shall have a \$5,000,000.00 combined single limit. All principals, agents, and employees of City shall be named as additional insured. Circus shall provide certificates of insurance upon receipt of this executed Agreement.
7. Indemnification. Circus shall hold harmless, defend, and indemnify City and its officers, officials, employees, and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Circus's performance hereunder or its failure to comply with any of its obligations contained in the Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the City.
8. Clean Up. The responsibility of cleanup shall include a thorough cleanup of the circus area on a regular basis, but in no event less than once every day at closing time by Circus.

The Circus will be responsible for collecting and hauling away the trash generated throughout the event.

9. Limited Liability. City shall not hold Circus liable for damages or responsible in any way if Circus is prevented through no fault of its own, from exhibiting, playing, or operating any of said exhibitions by reason of but not limited to, acts of God, terrorism, riot, strike, fire, weather, illness, war, lockouts, energy shortages, labor shortages, mechanical breakdowns, civil unrest, or illegality.

10. Cancellation. Neither party can cancel the event for the programmed event dates of May 5, 2022 through May, 8 2022.

11. Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, representations, negotiations, and understandings of the parties, oral or written.

12. Amendment. This Agreement shall not be amended, modified, revoked, or terminated, and no obligation, duty or liability of any party may be released, discharged, or waived except by a written instrument duly executed by the parties.

13. Assignment. The rights, duties, and obligations of this Agreement shall not be assigned or delegated by Circus without the prior written consent of City, in its sole discretion. Any assignment which City has not consented to shall be null and void and shall never take effect. Nevertheless, upon any such attempted assignment, all fees that have been deferred shall become immediately due and payable. Except as expressly provided, this Agreement shall inure to the benefit of and bind all successors in interest to the Property.

14. Attorneys' Fees. In the event of any arbitration, legal action, or other proceeding between the parties with respect to this Agreement, or the use, enjoyment, operation, or condition of this Agreement (an "Action"), the prevailing party shall be entitled to payment from the non-prevailing party of its reasonable attorneys' fees, arbitration fees, court costs, and litigation expenses, as determined by the arbitrator/court.

15. Recitals. All recitals at the beginning of this Agreement are accurate and shall constitute an integral part of this Agreement, and this Agreement shall be construed in light of those recitals.

16. Headings. The headings of the various sections of this Agreement are included solely for reference purposed and are not intended for any purpose whatsoever to modify, explain, or place any construction on any of the provisions of this Agreement.

17. Counterparts. The Agreement may be executed in counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto except having additional signature pages executed by the other party.

18. Severability. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.

IN WITNESS WHEREOF, the City of San Joaquin, a municipal corporation, has caused this Agreement to be executed in duplicate by its City Manager and attested to by its City Clerk as approved by the City Council of the City of San Joaquin on the 27th day of April, 2022, and Circus has caused this Agreement to be executed.

CITY OF SAN JOAQUIN, a municipal corporation

Circus Royal Spectacular, Corporation

By: _____
Elizabeth Nunez, City Manager
City of San Joaquin
P.O. Box 758
San Joaquin, CA 93660

By: _____
Andrea Torreblanco Caro
Treasurer
5404 Bible Circle
North Las Vegas, NV 89031
(323) 382-8541

ATTEST:

By: _____
Lupe Estrada
City Clerk