



Agenda Item #: 07/09/18.5

# Staff Report

## City of Manhattan Beach

**TO:** Honorable Mayor Aldinger and Members of the City Council

**THROUGH:** Geoff Dolan, City Manager *GD*

**FROM:** Richard Gill, Director of Parks and Recreation *R.G.*  
Idris J. Al-Oboudi, Recreation Services Manager *IA*

**DATE:** September 18, 2007

**SUBJECT:** Consideration of a Proposal to Conduct the City of Manhattan Beach Pumpkin Races in Conjunction with the Downtown Manhattan Beach Business & Professional Association Safe Trick or Treating Event on October 28, 2007.

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### RECOMMENDATION:

Staff recommends that the City Council review and approve staff's proposal to conduct the City of Manhattan Beach Pumpkin Races in conjunction with the Downtown Manhattan Beach Business and Professional Association Safe Trick or Treating Event on October 28, 2007.

### FISCAL IMPLICATION:

Staff estimates the total cost for the Pumpkin Race Festival to be approximately \$10,000. This includes staffing, materials and supplies.

Donations: Skechers USA has committed to sponsor this event for the next two years. Skechers' total support commitment in 2007 and 2008 is \$25,000 each year (\$15,000 cash plus an additional \$10,000 in-kind contribution of creative services, promotional services and professional event coordination resources). Other confirmed sponsors include Ralph's Grocery, Toy Jungle, Space Studio and Sharks Cove.

### BACKGROUND:

On July 23, 2007, the Parks and Recreation Commission reviewed and approved staff's proposal for a Pumpkin Race Festival on October 28, 2007.

The Manhattan Beach Pumpkin Race Festival event was created in Manhattan Beach on Halloween Eve 1990 when Manhattan Beach residents Karl Rogers, Michael Aaker and John Holliday invented the Pumpkin Racecar design and developed the Halloween Pumpkin Race format for guests attending Karl's birthday party. The fun and quirky event was such a hit with friends and neighbors that they insisted the race continue the following year and again each year after that.

Over the past 16 years, the organizers of the race (Rogers, Aaker and Holliday) witnessed how the

Halloween Pumpkin Race rekindled a sense of good old-fashioned family fun for their own families and for hundreds of other families and friends who attend the race each year. Mothers, fathers, grandparents, teens and younger siblings can all be seen working together as they build their very own pumpkin racecar and then cheer it on to victory. Even after a loss, families and friends gather to support one another and vow to return the following year with an even better pumpkin racecar! Over the years, the Halloween Pumpkin Race has become a cherished hometown event that has garnered the attention of several local and national television news networks. It was featured in an episode of *Home Improvement* starring Tim Allen. In 2004, Adelphia Cable produced and aired a documentary about the event.

The Halloween Pumpkin Race has grown beyond the creator's wildest dreams for one reason – people of all ages and abilities enjoy the thrill of watching and participating in the race and the feeling of good old fashioned family fun that the event evokes.

Despite efforts to keep the event small and manageable over the past sixteen years, the Halloween Pumpkin Race has become a must-attend Halloween family tradition for a large and growing number of local residents.

Last year, approximately 850 members of the community attended the Halloween Pumpkin Race at 1601 8th Street, Manhattan Beach – the official birthplace of the Halloween Pumpkin Race. A total of 122 hand-crafted pumpkin racecars competed in the race which lasted about three hours.

**DISCUSSION:**

The creators of the event met with Parks and Recreation staff in September 2006 to look into the possibility of this event being an official event of the City of Manhattan Beach Parks and Recreation Department with the assistance of the creators of the event and the volunteers that assist in putting it on. Staff concluded that we have a shared vision for how the Halloween Pumpkin Races could enhance our sense of community image and sense of place in Manhattan Beach during Halloween time. Staff agreed to retain the existing spirit and heritage of the event and to secure a new location that would ensure that a maximum number of residents would safely be able to attend and participate.

Through several discussions with staff and the creators of the event, it was decided to incorporate the Halloween Pumpkin Race into a festival, and to coordinate it with the Downtown Manhattan Beach Business and Professional Association's (DMBBPA) Safe Trick or Treating special event.

It is with the truest sense of community spirit and pride that the creators of the Halloween Pumpkin Race have granted the City of Manhattan Beach a non-exclusive, royalty-free license in perpetuity to organize, host and promote the Halloween Pumpkin Race within the City of Manhattan Beach as a City-sponsored Halloween event (see agreement-attachment A).

Staff and the creators of the event discussed the best format and location for the Pumpkin Race in 2007 and decided that Manhattan Beach Blvd., between Ocean and the pier, presented a very suitable location for the event for many reasons:

1. Possibility to coordinate with the DMBBPA. The DMBBPA conducts a safe Halloween event in downtown Manhattan Beach and this event would be a natural to enhance this

event.

2. The location has features that fit the needs of the event. Some of these desired features are: large staging areas in the parking lots, electrical outlets, sloped racing area, excellent viewing opportunities for participants and support services such as restrooms, etc. are close by.

On April 12, 2007, staff and the creators of the event met with the Downtown Manhattan Beach Business and Professional Association and presented the proposal of coordinating this event with them. We shared with them the history of the event and our vision and location for the event that is depicted in a conceptual illustration.



The presentation was met with great support from the Downtown Manhattan Beach Business and Professional Association.

The event guidelines as agreed upon with staff and the creators of the event are attached (attachment B).

The Parks and Recreation Department division believes that the planned Manhattan Halloween Pumpkin Races for 2007 will enhance community image and sense of place and provide recreational experiences. This event will be a wonderful addition to the family fun events we provide during Halloween time. We will do our very best to retain the existing spirit and heritage of the event and the new location will ensure that a maximum number of residents can safely attend and participate.

#### **CONCLUSION:**

Staff recommends that the City Council support and approve this wonderful event.

Attachments: A. License Agreement  
B. Event Guidelines

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**LICENSE AGREEMENT**

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2007, by Karl Rogers, Michael Aaker, and John Holiday ("Licensors"), and the LICENSEE OF MANHATTAN BEACH, a municipal corporation,, ("Licensee").

**RECITALS**

- A. Licensors are the founders of an annual Pumpkin Race which they have successfully organized and produced for the past 16 years;
- B. Licensee is desirous of obtaining the right to sponsor and operate the annual Pumpkin Race as a Licensee event;
- C. The parties mutually desire to enter into an agreement by which, for adequate consideration to Licensor Licensee acquires the license to sponsor, produce and operate the annual Pumpkin Race in the Licensee of Manhattan Beach.

NOW, THEREFORE, Licensor and Licensee agree as follows:

**1. License Granted**

For the consideration provided for herein Licensor hereby grants to Licensee a non-exclusive, revocable license to operate and produce the annual Manhattan Beach Pumpkin Race use the name, format and operations procedures developed by Licensor.

**2. Ownership**

Nothing in this Agreement shall convey to Licensee any ownership interest in the Subject Property or any aspect of the Subject Property.

**3. Termination of License**

Licensee may, without cause, at any time terminate this License Agreement upon ninety (90) days prior notice to Licensor.

**4. Consideration**

In consideration of the rights granted hereunder, Licensee agrees to permit Licensor to continue to organize and participate in operating the event, as hereinafter provided, and to provide the necessary support and/or sponsorship to allow the continued operation of the event.

**5. Obligations Of The Parties**

The parties hereto further agree as follows:

- (a) Licensors will organize, produce and promote the Event according to the Event guidelines established by Licensee officials in cooperation with the Downtown Manhattan Beach Business Professional Association and/or other entities as directed by the Licensee.
- (b) The Licensee is not required to compensate or pay royalties to the Licensors for this license, for organizing or producing the Event, or for any other reason whatsoever.
- (c) Licensors will form and maintain the Manhattan Beach Pumpkin Races Organizing Committee for the sole purpose of planning and coordinating the 2007 Event and all subsequent Events. The Organizing Committee shall be comprised of Licensors, qualified volunteers and representatives of the Licensee and Downtown MB Business Professional Association. Current members include Karl Rogers - President, Michael Aaker – Race Operations and Safety, John Holliday – Booth Operations, Kay Holliday/Allison Ludlow – Charitable Organization Fundraising, Abby Hacoen – Treasurer, Ron Hacoen – Licensee Relations, Kid’s Activities - (open), Licensee Rep (Idris Al-Oboudi/David Ibarra), DTMBBPA (open)
- (d) Licensors will ensure that 100% of all Net Proceeds derived from this Event are distributed to reputable charitable organizations, educational programs, and various Licensee programs. Net Proceeds are defined as the actual amount of revenue received for an item minus the Actual Cost Basis of the item. Actual Cost Basis is defined as actual and reasonable expenses paid by Licensors to procure, deliver, store, and otherwise make an item available during the Event, including if necessary a pro-rated amount equal to actual and reasonable expenses paid by Licensors for materials and outside services necessary produce the event. If an item is deemed necessary for the safety or enjoyment of the community and within the guidelines established by the Licensee, Licensors will make every effort to procure the materials and/or services through the Licensee in order to keep Event operating expenses to minimum. No administrative fees or other forms of compensation for Licensors will be added to the cost basis of any item.
- (e) Licensors grant the Licensee the right to develop Event sponsorship packages and to secure sponsors for the Event. The Licensee and to retain all sponsorship revenue derived as part of the Event that is not specifically earmarked charitable contribution in advance. The Licensors agree to work in coordination with Licensee officials to develop appropriate Event sponsorship packages and to solicit and secure appropriate Event sponsors. All Event sponsorship packages and Event sponsors require approval from a designated Licensee Official and President of the Event Organizing Committee.
- (f) Licensors will produce and offer for sale Official Event merchandise including T-Shirts and a small assortment of other promotional merchandise. All Net Proceeds from merchandise sales will benefit charitable organizations, educational programs, and/or Licensee programs.
- (g) Licensors grant the Licensee the right to promote the Event utilizing all available and appropriate mediums using all available Pumpkin Races logos, key art, and

race history including the likeness of the Pumpkin Race Birthplace and names and likenesses of Licensors. Licensors will develop a website and related promotional materials and will work with appropriate Licensee officials to develop promotional and advertising materials targeted primarily to residents of Manhattan Beach.

- (h) The Licensee will provide sufficient Licensee resources to ensure a safe and enjoyable event for members of the community. Such resources include traffic and safety personnel, electricity, lighting and other resources as deemed necessary by the Licensee in coordination with Licensors.
- (i) The Licensors acknowledge Manhattan Beach (1608 8<sup>th</sup> Street) as the Official Birthplace of the Halloween Pumpkin Races.
- (j) The Licensee will ensure that there is insurance coverage as it deems necessary for the Event and will indemnify Licensors against all legal and financial claims that may result from attending or participating in this Event.
- (k) The Licensee is under no obligation to continue to host the Event each year and may terminate this license agreement for any reason and at any time. However, it is the hope and desire of Licensors that the Event will add to the community experience and quality of life in Manhattan Beach during Halloween time for generations and generations to come.
- (l) Except for the rights granted in this license agreement to the Licensee for the specific purpose of hosting the Event within the Licensee of Manhattan Beach, the Licensors retain all other rights and interests in the Halloween Pumpkin Race format and Pumpkin Racecar design.

## **5. Term**

This agreement shall, if not terminated sooner by Licensee as provided for above, be for a term of fifty (50) years beginning on the date of execution. The term shall automatically renew for an additional ten (10) years and at the end of each ten (10) year term thereafter shall automatically renew unless either party notifies the other in writing within sixty days before the expiration of the then current term that it is electing to have the contract expire.

## **6. Assignment**

This agreement and Licensee's rights hereunder shall not be assigned without the express written consent of Licensor.

**7. Notice**

All notices shall be personally delivered or mailed to the below listed addresses. These addresses shall be used for delivery of service of process.

a. Address of Licensee is as follows:

Director of Parks & Recreation

City of Manhattan Beach  
1400 Highland Avenue  
Manhattan Beach, CA 90266

b. Address of Licensor is as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**8. Authority to Execute.**

The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement.

**9. Indemnification**

Licensor agrees to indemnify, defend, and hold harmless Licensee and its elective or appointive boards, officers, agents, attorneys and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees arising out of, or in any way connected with performance of, this Agreement. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Licensor.

**10. Modification.**

This Agreement constitutes the entire agreement between the parties and supersedes any other agreements, oral or written. No promises, other than those included in this Agreement, shall be valid. This Agreement may be modified only by a written agreement executed by Licensor and Licensee.

**11. California Law.**

This Agreement shall be construed in accordance with the laws of the State of California. Any action commenced about this Agreement shall be filed in the appropriate branch of the Los Angeles County Superior Court.

**12. Interpretation.**

This Agreement shall be interpreted as though prepared by both parties.

**13. Preservation of Agreement.**

Should any provision of this Agreement be found invalid or unenforceable, the decision shall affect only the provision interpreted, and all remaining provisions shall remain enforceable.

**14. Entire Agreement.**

This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that representations by any party not embodied herein, and any other agreements, statements, or promises concerning the subject matter of this Agreement, not contained in this Agreement, shall not be valid and binding. Any modification of this Agreement will be effective only if it is in writing signed by the parties. Any issue with respect to the interpretation or construction of this Agreement is to be resolved without resorting to the presumption that ambiguities should be construed against the drafter.

**IN WITNESS THEREOF**, the parties hereto have executed this Agreement on the day and year first shown above.

“LICENSOR”

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Karl Rogers,  
Pumpkin Race Creator  
President, Pumpkin Race Organizing Committee  
620 9<sup>th</sup> Street, MB

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Michael Aaker,  
Pumpkin Race Co-Creator  
Director Race Operations and Safety, Pumpkin Race Organizing Committee  
1913 Voorhees, RB

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John Holliday  
Pumpkin Race Co-Creator  
Director Booth Operations, Pumpkin Race Organizing Committee  
1601 8<sup>th</sup> Street, MB



“LICENSEE”  
City of Manhattan Beach

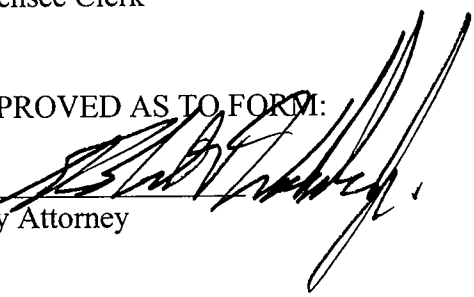
By \_\_\_\_\_

ATTEST:

By \_\_\_\_\_  
Licensee Clerk

APPROVED AS TO FORM:

By \_\_\_\_\_  
City Attorney

A large, stylized handwritten signature in black ink, written over the signature line for the City Attorney. The signature is cursive and appears to be the name of the attorney.

## **HALLOWEEN PUMPKIN RACE HERITAGE**

### **Race Format**

The main attraction of the Halloween Pumpkin Race is a unique side-by-side single elimination race format featuring decorated Pumpkin Racecars. As each race progresses, participants are interviewed and crowd favorites begin to emerge. Excitement builds leading up to the semi-finals as the faster Pumpkin Racecars battle head-to-head for the coveted Halloween Pumpkin Race Championship Trophy. Prizes for Best Decoration, Most Innovative Design, and Best Crash will also be awarded.

### **Pumpkin Racecars**

Pumpkin Racecars must be built to conform (more or less) to the Official Halloween Pumpkin Race Rules. The Official Rules state in part that a Pumpkin Racecar must be made from a carved pumpkin with two independent axels and wheels attached.

Pumpkin Racecars come in all different shapes, sizes and speeds. Some are elaborately decorated and race-ready. Others appear as if they can't make it down the race track at all. A well-crafted Pumpkin Racecar can easily cross the finish line first, or it can catch an unfortunate break and come up short.

Despite their different appearances, all Pumpkin Racecars are given an equal opportunity to participate and advance toward victory.

### **No Cheaters Allowed!**

All Pumpkin Racecars are given an equal opportunity to race, that is, except for the cheaters! If, after close inspection by a Race Official, a Pumpkin Racecar is determined to be in violation of the Official Halloween Pumpkin Racecar Rules, it is declared a cheater! The penalty for racing a cheater Pumpkin Racecar is instant destruction by a large wooden mallet, administered by the Head Race Official. It is important to note that several race entrants routinely enter "cheater pumpkins" with full knowledge that their Pumpkin Racecar will be smashed to bits for all to see and cheer. The Head Race Official never smashes a person's Pumpkin Racecar without their permission!

### **Pumpkin Pit Row**

Pumpkin Pit Row is to help first-time attendees of all ages and abilities quickly and easily experience the thrill of building a pumpkin racer and participating in the race. Most first-time attendees do not have the ability to bring a finished pumpkin racer to the event. Pumpkin Pit Row contains all of the necessary tools, accessories, and expert assistance (and encouragement!) to build a Pumpkin Racecar. Stock items include wheels, axels, tools, hardware accessories and assorted decoration options. Pumpkin Pit Row is the pre-race epicenter of activity buzzing with parents helping children, friends helping friends and a host of amazed onlookers. It is now a tradition for entrants to showcase their Pumpkin Racecars in a dazzling line-up adjacent to Pumpkin Pit Row.

**Race Entry Form**

When their Pumpkin Racecar is tested and race-ready, entrants complete a Race Entry Form and enter it into the race. The Race Entry Form lists the family name, the Pumpkin Racecar name, the number of years the Family has attended the race and their best finish. After a Race Official inspects the Pumpkin Racecar, it is entered into the race.

**2007 EVENT RECOMMENDATIONS**

**Event Date:** As agreed with the Downtown Manhattan Beach Business and Professional Association, **Sunday October 28, 2007.**

**Event Location:** Manhattan Beach Blvd. between Pier Upper and/or Lower Parking Lots and surrounding area.

**Race Track Location:** As agreed with the Downtown Manhattan Beach Business and Professional Association on Manhattan Beach Boulevard between Ocean and Pier lower parking lots.

**Proposed Race Schedule:** As agreed with the Downtown Manhattan Beach Business and Professional Association, we anticipate approximately 250 race entrants. In order to accommodate everyone who wishes to race, we recommend single elimination qualifier races from 1:00pm-4:00pm with winners advancing until they are eliminated or reach the Quarter Finals. Then take a break for the "Safe Trick or Treating" from 4pm-6pm. We recommend that Quarter Finals start at 5pm followed by the Semi-Finals and Finals. If there is extra time between races, we will hold several exhibition "fun run" races to entertain the spectators. With this format the Race should be completed by sunset which occurs at 6:06pm

**Pumpkin Pit Row:** We have some great ideas for this area that will help newcomers quickly and easily enter the race and catch the Halloween Pumpkin Race spirit!

**Kids Activity Booths:** We would like to have quality activities like we have at the Family Halloween Carnival and Haunted House at Manhattan Heights.