

B. SoundSkilz Taste of Jalisco Contract Renewal

Recommendation: To approve a one-year contract extension with SoundSkilz, Inc., to produce the 2025 Taste of Jalisco Festival.

**TASTE OF JALISCO EVENT SERVICES AGREEMENT
BY AND BETWEEN
THE CITY OF CATHEDRAL CITY, CALIFORNIA
AND
SOUNDSKILZ, INC.**

This City of Cathedral City Taste of Jalisco Event Service Agreement ("**Agreement**") is entered into as of May 22, 2024 ("**Effective Date**") by and between the City of Cathedral City, a charter city, and a municipal corporation ("**City**") and Soundskilz, Inc., a California corporation ("**Service Provider**"). City and Service Provider are sometimes hereinafter individually referred to as "**Party**" and hereinafter collectively referred to as the "**Parties**." It is mutually agreed by and between the undersigned Parties as follows:

SECTION 1. EVENT SUMMARY.

1.1 Event Description.

The City's Event is intended to celebrate the sister city relationship between Cathedral City and Tequila, Jalisco, Mexico music, fashion, spirits, culture, and cuisine. Activities include live musical and dance entertainment, Mexican-inspired food, tequila tasting, kid zone, outdoor market and fireworks show. ("**Event**").

1.2 Date and Time of Event.

The Event will be held from Jan. 31 – Feb. 2, 2025 ("**2025 Event**").

1.3 Location / Site of Event.

The Event will be held at City's Downtown Arts & Entertainment District, namely the Cathedral City Community Amphitheater located at 68526 Avenida Lalo Guerrero ("**Premises**") and as more specifically depicted in **Exhibit "C"**.

SECTION 2. SERVICE PROVIDER RESPONSIBILITIES.

The City is retaining Service Provider to produce, organize, manage, and run the Event in 2025. Service Provider will perform each of the tasks for which the corresponding box "☐" has been checked "☒" below. Service Providers shall perform all Tasks in conformance with the terms and conditions set forth in **Exhibit "A"**, "General Provisions," of this Agreement and **Exhibit "B"**, "Event Specific Tasks," of this Agreement.

2.1 License for use of Site to be Issued by City.

☒ Required for all Events

2.2 Schedule of Event Activities.

☒ Full Event Schedule

☐ Event Activity Specific Schedule

2.3 Event Site Plan.

☒ Full Event Site Plan

☐ Event Activity Specific Site Plan

2.4 Promoting and Marketing.

☒ Full Event Promoting and Marketing

☐ Event Activity Specific Promotion and Marketing

2.5 Budget.

- ☒ Full Event Budget
- ☐ Event Activity Specific Budget
- ☐ Budget to Actual Report

2.6 Sponsorships.

- ☒ Full Event Sponsorships
- ☐ Event Activity Specific Sponsorships

2.7 Coordination with City.

- ☒ Required for all Events

2.8 Reports.

- ☒ Periodic Progress Reports as specified
- ☐ Event Activity Specific Reports as specified
- ☐ Event Promotion and Marketing Reports

2.9 Non-City Licenses & Permits.

- ☒ Food service permits – Health Department
- ☒ Alcohol service Permits – Alcohol & Beverage Control
- ☒ From other Governmental Agencies as specified

2.10 Event Participants, Volunteers, Staff, Private Security.

- ☒ Event Participants (e.g., parade entrants, artists, etc.).
- ☒ Volunteers (e.g., docents, guides, unpaid helpers)
- ☒ Staff (paid staff and workers)
- ☒ Private security services

2.11 Event Activities.

Event Activities shall include those listed in the Event Description in Section 2, in **Exhibit "B"** and the following:

- ☒ Entertainment
- ☒ Food Vendors
- ☒ Merchandise Vendors
- ☐ Parade

SECTION 3. COMPENSATION AND METHOD OF PAYMENT.

3.1 As consideration for Service Provider's performance of this Agreement to City's reasonable satisfaction, and subject to any limitations set forth in this Agreement, City agrees to pay Service Provider total compensation, inclusive of Service Provider's actual expenses, an amount not to exceed eighty two thousand six hundred seven dollars (\$82,687.00) for the 2025 Event, (unless additional City compensation is approved in writing in accordance with Section 23, (Amendment) of **Exhibit "A"**, ("**City Payment**"). City will pay Service Provider at the time and in the manner specified in **Exhibit "A"** to this Agreement.

3.2 City agrees to pay Service Provider fifty percent (50%) of the not to exceed amount of eighty two thousand six hundred seven dollars (\$82,687.00) on or before July 31, 2024. Twenty five percent

(25%) shall be paid 60 days prior to the 2025 Event and the final twenty five percent (25%) shall be paid 30 days prior to the 2025 Event.

- 3.3** The City Payment entitles City to be recognized and designated as the name/title sponsor for the Event and to all of the benefits and privileges afforded to such level of sponsorship and to any benefits and privileges otherwise specified in **Exhibit "B"**. No other sponsor shall be afforded higher or superior recognition, or more benefits or privileges than City, without the prior written consent of City.
- 3.5** Service Provider may solicit, procure, or obtain other sponsors of the Event and shall utilize sponsorship receipts as provided in Section 6 (Sponsorships) of **Exhibit "A"**. Any compensation received by Service Provider as permitted under Section 6 shall not be considered by the City Payment and shall not require amendment of this Agreement pursuant to Section 23 (Amendment) of **Exhibit "A"**.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year first-above written.

CITY OF CATHEDRAL CITY

SERVICE PROVIDER

Charles P. McClendon
City Manager

Stephen Clayton
President, Soundskilz, Inc.

ATTEST:

Tracey R. Hermosillo
City Clerk

[Name]
[Title], Soundskilz, Inc.

APPROVED AS TO FORM

Eric Vail
City Attorney

EXHIBIT A

GENERAL PROVISIONS

SECTION 1. LICENSE.

City does hereby grant to Service Provider, and Service Provider hereby accepts from City, a revocable, nonexclusive license to use the Site to plan, produce, organize, manage, and run the Event and for no other purpose.

SECTION 2. SCHEDULE OF EVENT ACTIVITIES.

The service provider shall develop a detailed and integrated schedule of all Activities planned for the entire duration of the Event, broken down by day and hour. The schedule shall be inclusive of all Event Activities specified in subsection 2.2 of the Agreement and in **Exhibit "B"**. The Service Provider shall provide a draft detailed timeline of activities to the Communications/Events Manager at least ninety (90) days prior to the commencement of the Event. Where Service Provider has additionally been required to, or has only been required to, develop a detailed schedule for one or more specific Event Activities, as opposed to all activities for the entire Event, Service Provider shall provide that schedule within the time designated in **Exhibit "B"**.

SECTION 3. EVENT SITE PLAN.

Service Provider shall provide a draft site plan, Event layout to City's Communications/Events Manager for approval at least sixty (60) days prior to the Event. A final site plan and event layout shall be submitted to the Communications/Event Manager fourteen (14) days prior to the event. The site plan must show the location of each Event Activity included in the Event, include sources of power and water, restroom facilities, refuse receptacles, first aid station, handicap accessible areas, and event staging or preparation areas.

SECTION 4. PROMOTION AND MARKETING.

Service provider shall use reasonable efforts to promote and market the Event which may include use of social media, print ads, broadcast spots, and recruitment of business and organizations to participate in the event as sponsors or vendors. Service Provider agrees to coordinate all its promotional and marketing efforts with the City in advance. City agrees to assist in the promotion and marketing of the Event and will utilize its social media sites for that purpose as the City determines is appropriate. City's efforts also include an awareness program to broadcast the event schedule, first aid locations, public transport locations, restroom facilities, handicap accessible areas, distribution of event related press releases, and media advisories.

SECTION 5. BUDGET.

Service Provider shall draft an Event budget identifying all of the anticipated costs to plan, produce, organize, manage, and run the Event, including without limitation, payment to any performers, artists, vendors or service provides utilized for the Event, and identifying all of the anticipated revenues for the events (whether from sponsorships, ticket sales, merchandise sales or otherwise). Where a final budget to actual report is required the Service Provider will prepare a document comparing each identified budgeted cost with the actual expense for those items and provide same to City within ninety (90) days after the end of the event.

SECTION 6. SPONSORSHIPS.

When required or permitted under this Agreement, Service Provider will solicit, procure, or otherwise obtain sponsors, partners and commercial and/or private entities for the Event who provide goods, services, or the payment of money to the Service Provider in exchange for recognition or entitlements. Service Provider shall primarily use any goods, services or money received from such sponsors to pay or offset the costs of planning, producing, organizing, managing, and running the Event, and may secondarily keep excess monies as additional non-City compensation. Service Provider may offer sponsors predetermined sponsorship recognition packages (e.g. tickets, passes, tables, preferred seating,

VIP status, and similar benefits and privileged) in accordance with their level of sponsorship. Sponsorship levels and packages must be preapproved by City. Such approval shall not be unreasonably withheld. Sponsors may choose to direct their sponsorship to support either the overall Event or a specific Event Activity. If the sponsor chooses a directed donation, Service Provider shall ensure it has received written instructions from the sponsor indicating the allowed use of the sponsorship.

SECTION 7. COORDINATION WITH THE CITY.

Service Provider agrees to coordinate its planning, production, organization, management, and running of the Event with City's Communications/Events Manager, including without limitation, providing regular (at least weekly) status updates to City's Communications/Events Manager, providing prompt responses to information requests, attending periodic meetings with City's Communications/Events Manager and other appropriate City Staff, Service Provider shall respond to emails from the Communications/Events Manager within 48 hours. Service Provider shall respond to emails from the Communications/Events Manager listed as "urgent" within 24 hours. Service Provider shall provide a phone number in which immediate contact can be made by the Communications/Events Manager at least five (5) days prior to the event. Service Provider shall designate a specific contact person who will remain available for contact by phone beginning two hours prior to opening of the Event through two hours after closing of the Event, during each day the Event is to run.

SECTION 8. REPORTS.

Where Service Provider is required to provide periodic progress reports or Event activity specific reports all reports shall provide timely and accurate information regarding the progress of Event or activity either in writing, or orally at meetings with City staff. Where information is provided orally at a meeting, Service Provider shall memorialize action decision or action to be taken in a follow-up email to City's Communication/Events Manager for confirmation. City may designate additional requirements or content for reports or designate additional reports in **Exhibit "B"**.

The final post Event report shall include but is not limited to information such as activities held in conjunction with the Event, number of people in attendance, number of sponsors, any issues that arose during the course of the Event, total number of vendors retained by the Service Provider, breakdown of the final budget and number of tickets sold during the Event, if applicable. The report shall be given to the Communications/Events Manager within ninety (90) days from completion of Event.

SECTION 9. NON-CITY LICENSES AND PERMITS.

Service Provider is responsible for obtaining, at its own cost, all licenses, inspections, certificates and permits required for the Event from any governmental agency other than the City having jurisdiction over the Event, the Site, an Event Activity, or some aspect of the Event (e.g. health permit, alcohol license, flyover, etc.) including the licenses, inspections, certificates or permits indicated in Section 2.9. Service Provider is responsible for timely completing and filing all necessary applications and related documents and materials reasonably necessary to obtain the required licenses, inspections, certificates or permits. Service Provider shall provide City with a certified copy of any issued license, inspection report, certificate or permit and shall maintain the original or a certified copy of each onsite during the Event and available for inspection by City or any issuing governmental agency.

SECTION 10. EVENT PARTICIPANTS, VOLUNTEERS, STAFF & PRIVATE SECURITY.

- 10.1** Event Participants. If required under Section 2.10, Service Provider shall use reasonable efforts to recruit or otherwise obtain participants for Event Activities (e.g. entrants in parades, contests, demonstrations, etc.) and shall take such reasonable measures as are necessary to arrange for participant to be present on time and ready to participate in their Event Activity. Service Provider shall obtain from each participant an executed liability waiver on a form either acceptable to, or provided by, City. No participant may participate in any Event Activity unless they have provided a duly executed original of the required liability waiver to Service Provider.

- 10.2** Volunteers. If required under Section 2.10, Service Provider shall use reasonable efforts to recruit or otherwise obtain such volunteers as are necessary or desired to assist in the planning, producing, organizing, managing and running of the Event or specific Event Activities. Service Provider shall be solely responsible for properly training and instructing volunteers and for providing adequate supervision and oversight of all volunteers during the Event. Service Provider shall obtain from each volunteer an executed liability waiver on a form either acceptable to, or provided by, City. No volunteer may perform any function at the Event unless they have provided a duly executed original of the required liability waiver to Service Provider. Service Provider shall not utilize volunteers who are currently on parole or probation for a felony conviction, or who have been previously convicted of the crime of rape or sexual battery or sexual abuse.
- 10.3** Staff. If required under Section 2.10, Service Provider shall recruit, hire and provide, at no cost to City, such paid workers ("**Staff**") as are necessary or desired to assist in the planning, producing, organizing, managing and running of the Event or specific Event Activities. Service Provider shall be solely responsible for properly recruiting, hiring, training and instructing Staff and for providing adequate supervision and oversight of all Staff members at all times they are working. Service Provider shall obtain from each Staff member an executed liability waiver on a form either acceptable to, or provided by, City. No volunteer may perform any function at the Event unless they have provided a duly executed original of the required liability waiver to Service Provider. Service Provider shall not utilize Staff at the Event who are currently on parole or probation for a felony violation, or who have been previously convicted of the crime of rape or sexual battery or abuse.
- 10.4** Private Security. If required under Section 2.10, Service Provider shall provide, at no cost to City, a private security firm or persons licensed and qualified to provide security services and crowd control services for the Event or for specified Event Activities (e.g. a concert at the Event). Service Provider shall coordinate with City regarding the number of private security personnel desired for the Event or for a specified Event Activity.

SECTION 11. SUBCONTRACTORS AND VENDORS.

Service Provider must obtain the prior written consent of City before retaining or hiring a subcontractor, consultant or other person or firm to perform any of the Service Provider's responsibilities under this Agreement, as well as all vendors, merchants and entertainers ("**Subcontractors**"). Service Provider agrees to require in all contracts or agreements, with its Subcontractors that Subcontractors and entertainers who provide physical services or install equipment on City property agree to indemnify and defend Service Provider and City to the extent and in the manner provided in this Agreement, and to obtain liability insurance or to produce evidence of same, in the amount required in this Agreement, and to require that Service Provider and City be named as additional insured on the Subcontractor's insurance policy. Service Provider shall also require its Subcontractors, to comply with the anti-discrimination provisions of this Agreement.

SECTION 12. CANCELLATION OR MODIFICATION OF EVENT.

The Parties agree that the Event is to be held regardless of "rain or shine." However, the City or Service Provider reserves the right to stop or cancel the Event should weather pose a potential danger to the Service Provider, equipment, vendors, entertainers and/or members of the public who may attend the Event. Every effort will be made to continue the Event; however, safety is paramount in all decisions.

City may cancel and/or reschedule the Event, with cause, at any time by giving ten (10) days written notice of cancellation and/or rescheduling to Service Provider. In the event such notice is given, Service Provider shall cease all work immediately. Service Provider shall be compensated for all work performed prior to receipt of the notice of cancellation. In the event of a cancellation, both parties shall work in good faith to establish a rescheduled date for the Event and to honor all sponsor agreements and vendor obligations to the best of their abilities. Service Provider may request to cancel and/or reschedule the Event at any time by giving ten (10) days written notice of the request to City which includes a thorough explanation of the Service Provider's reason(s) for the request. The City may grant or deny the Service

Provider's request at its sole discretion.

During a period of declared state, federal, or local emergency, the City Manager may unilaterally suspend the Agreement, extend the term of the Agreement, or modify any performance deadlines set forth in the Agreement.

SECTION 13. CITY SAFETY AND WELFARE PROVISIONS.

Service Provider shall comply with all applicable City, County and State health and safety laws and regulations. Service Provisions shall also not create or allow the creation of a public nuisance at the Event or on the Site. Service Provider agrees to follow all safety related directives provided by members of the Cathedral City police department, fire department, building department or code enforcement division.

Service Provider shall comply with City sound curfews if activities related to the Event are held on the Premises after 9 p.m. Sunday through Thursday, 10 p.m. on Friday and 10 p.m. on Saturday.

SECTION 14. CITY PROVIDED SERVICES.

Service Provider is not responsible for services or equipment that will be furnished, contracted for, or otherwise procured by City. City's failure to procure or to perform or have performed shall not constitute a breach of the Agreement and Service Provider shall have no right to pursue any action for damages or other recovery from City. City shall provide the following:

- 14.1** City's Communications/Events Manager shall be responsible for providing water, food, green room, and restrooms for City Council Members and other special guests of the City.
- 14.2** City shall secure all City services and City permits for activities on the Site, provide support and waive fees for activities planned at City owned and controlled properties.
- 14.3** If required, City shall be responsible for notifying all property and business owners of any anticipated dates, times and length of any street closures due to the Event.
- 14.4** City shall meet all ADA Site accessibility and similar requirements and shall address special needs of spectators on the Site and in all City owned property.
- 14.5** City shall provide road closure and public safety services and personnel, if required for the Event. City is responsible for all printing, production, processing, mailing, postage, signage, and any/all other costs associated with road closure activity related to the Events.
- 14.6** City shall be responsible for ordering and placement of the portable restrooms. The number of portable restrooms shall commensurate with the expected attendance.
- 14.7** City shall place City owned metal interlocking barricades at congested areas at the Site.
- 14.8** City shall provide trash maintenance service.
- 14.9** City shall provide any required traffic cones with holes in top.
- 14.10** City shall provide use of pop-tents in City inventory.
- 14.11** City shall provide City owned light towers, if required, for set up on City property.

SECTION 15. INDEPENDENT CONTRACTOR.

It is understood that City retains the Service Provider on an independent contractor basis and Service Provider is not an agent or employee of the City. The manner and means of conducting services are under the control of the Service Provider, except to the extent they are limited by statute, rule or regulation and expressed terms of this Agreement. No civil service status or other right of employment shall accrue to the Service Provider or its employees. Nothing in this Agreement shall be deemed to constitute approval for the Service Provider or any of Service Provider's employees or agents, to be the agents or employees of the City. Service Provider shall have the responsibility for and control over the means of performing any work or service provided under this Agreement. Anything in this Agreement that may appear to give City the right to direct Service Provider shall mean only that Service Provider shall follow the desires of the City with

respect to the results of the Services provided.

SECTION 16. INSURANCE.

Service provider shall procure and maintain, at its sole cost and expense, policies of insurance to include Comprehensive General Liability and Personal Injury with limits of at least one million dollars (\$1,000,000.00) per occurrence. Certificates of insurance evidencing the foregoing and designating the City, its elected officials, officers, employees, agents, and volunteers as additional named insured shall be provided prior to commencement of Services.

SECTION 17. COMPLIANCE WITH APPLICABLE LAWS; PERMITS AND LICENSES.

Service Provider shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement. Service Provider shall obtain all licenses, permits and authorizations necessary to perform the Services set forth in this Agreement. Neither City, nor any elected or appointed boards, officers, officials, employees, or agents of City, shall be liable, at law or in equity, because of any failure of Service Provider to comply with this section.

SECTION 18. NONDISCRIMINATION.

Service Provider shall not discriminate, in any way, in the employment of persons to perform the Services in violation of any federal or state law prohibiting discrimination in employment, including based on the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, of any person, except as provided under California Government Code Section 12940.

SECTION 19. INDEMNIFICATION.

- 19.1 To the full extent permitted by law, Service Provider shall indemnify, protect, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Service Provider, or by any individual or entity for which Service Provider is legally liable, including but not limited to officers, agents, employees or subcontractors of Service Provider. The provisions of this section do not apply to claims occurring because of the City's sole negligence. The provisions of this section shall not release City from liability arising from gross negligence or willful acts or omissions of City or all of its officials, employees and agents.
- 19.2 Service Provider agrees to obtain executed indemnity agreements with provisions identical to those set forth in this section from every sub-Service Provider or any other person or entity involved by, for, with or on behalf of Service Provider in the performance of this Agreement naming the Indemnified Parties as additional indemnitees. In the event the Service Provider fails to obtain such indemnity obligations from others as required herein, the Service Provider agrees to be fully responsible according to the terms of this section. The failure of the City to monitor compliance with these requirements imposes no additional obligations on the City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth herein is binding on the successors, assigns or heirs of Service Provider and shall survive the termination of this Agreement or this section.

SECTION 20. PROHIBITION AGAINST ASSIGNMENT AND TRANSFERS.

Except as specifically authorized under this Agreement, the services to be provided shall not be assigned, transferred contracted or subcontracted out without the prior written approval of the City.

SECTION 21. NOTICES.

All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by telecopier or certified mail, postage prepaid and return receipt requested, addressed as follows:

To City: City of Cathedral City
Attn: City Manager
68-700 Avenida Lalo Guerrero
Cathedral City, CA 92234

To Service Provider: Soundskilz, Inc.
Attn: Stephen Clayton
39444 Calle Portillo
Temecula, CA 92592

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

SECTION 22. ADMINISTRATION AND IMPLEMENTATION.

This Agreement shall be administered and executed by the City Manager or his or her designated representative. The City Manager shall have the authority to issue interpretations and to make amendments to this Agreement, including amendments that commit additional funds, consistent with Section 23 ("Amendment") and the City Manager's contracting authority under the Cathedral City Municipal Code.

SECTION 23. AMENDMENT.

No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Service Provider and by the City. The City Manager shall have the authority to approve any amendment to this Agreement if the total compensation under this Agreement, as amended, would not exceed the City Manager's contracting authority under the Cathedral City Municipal Code. All other amendments shall be approved by the City Council. The Parties agree that the requirement for written modifications cannot be waived and that any attempted waiver shall be void.

SECTION 24. TIME OF THE ESSENCE.

Time is of the essence for the completion of the work described in this Agreement. It is anticipated by the Parties that all work described herein will be completed and that any delay in the completion of the work described herein shall constitute default under the terms of this Agreement.

SECTION 25. TERMINATION OF AGREEMENT AND DEFAULT.

25.1 City may terminate this Agreement, with or without cause, at any time by giving ten (10) days written notice of termination to Service Provider. In the event such notice is given, Service Provider shall cease all work immediately. Service Provider may request to terminate contract by giving ten (10) days written notice of termination to City. Service Provider may request an alternate date for the Event with express written approval of the City.

25.2 In the event that Service Provider is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Service Provider for any work performed after the date of default. Instead, the City may give notice to Service Provider of the default and the reasons for the default. The notice shall include the timeframe in which Service Provider may cure the default. This timeframe is presumptively ten (10) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Service Provider is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative,

the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Service Provider does not cure the default, the City may take necessary steps to terminate this Agreement. Any failure on the part of the City to give notice of the Service Provider's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

SECTION 26. LIQUIDATED DAMAGES.

Failure to perform or timely perform the services may result in City's inability to hold the Event or result in an impaired or unsuccessful Event. Therefore, it is agreed that if Service Provider breaches this Agreement, Service Provider will pay to City \$82,687.00 for the 2025 Event plus any additional City personnel cost as liquidated damages. The Parties agree that affixing the amount of actual damages from an impaired or unsuccessful Event is impractical and extremely difficult, and that the liquidated damages amount set forth above is a reasonable estimate of the actual damages that would be suffered if this Agreement were breached. Service Provider will not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Service Provider. Such causes include, but are not limited to, acts of God, acts of terrorism, acts of federal, state or local governments, acts of City, court orders, fires, floods, epidemics, strikes, embargoes, and weather deemed dangerous to the safety of the event participants.

Initials ____ / ____

SECTION 27. CONFLICT OF INTEREST

(a) Service Provider covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Service Provider's performance of the Services. Service Provider further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the City Manager. Service Provider agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

(b) City may determine that Service Provider must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests. If such a determination is made, Service Provider shall file the subject Form 700 with the City Clerk's Office pursuant to the written instructions provided by the Office of the City Clerk within ten (10) days of the request.

(c) City understands and acknowledges that Service Provider is, as of the date of execution of this Agreement, independently involved in the performance of non-related services for other governmental agencies and private parties. Service Provider is unaware of any stated position of City relative to such projects. Any future position of City on such projects shall not be considered a conflict of interest for purposes of this section.

(d) City understands and acknowledges that Service Provider will perform non-related services for other governmental agencies and private Parties following the completion of the Services under this Agreement. Any such future service shall not be considered a conflict of interest for purposes of this section.

(e) No member, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his or her personal interest or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested.

SECTION 28. WAIVER.

Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Service Provider shall not constitute a waiver of any of the provisions of this Agreement.

SECTION 29. LAW TO GOVERN; VENUE.

This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the Parties, venue in state trial courts shall lie exclusively in the County of Riverside, California. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Riverside.

SECTION 30. ATTORNEYS FEES, COSTS AND EXPENSES.

In the event litigation or other proceeding is required to enforce or interpret any provision of this Agreement, each Party in such litigation or other proceeding shall bear its own attorneys' fees, costs, and expenses.

SECTION 31. ENTIRE AGREEMENT.

This Agreement, including the attached **Exhibits "A", "B" and "C"** is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between Service Provider and City prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid and binding.

SECTION 32. SEVERABILITY.

If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

SECTION 33. AUTHORITY TO EXECUTE.

The person or persons executing this Agreement on behalf of Service Provider represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Service Provider to the performance of its obligations hereunder.

Service Provider hereby acknowledges that he/she has received and reviewed the General Provisions for the Agreement as outlined in Exhibit "A".

Service Provider

EXHIBIT B

EVENT SPECIFIC ACTIVITIES AND TASKS

SECTION 1. Taste of Jalisco Festival

1.1 Service provider shall be responsible for providing the following:

- 1.1.1 Service Provider shall promote activities held throughout the Event. This includes promotion of Event activities held at City businesses; and
- 1.1.2 Service Provider shall attend and coordinate up to six (6) in person and/or video conference meetings with the City's Communications/Events manager. Service Provider shall be prepared to discuss overall event plans at the meetings.
- 1.1.3 Service Provider shall provide a number of separate activities with free entrance for the public, including without limitation, live musical entertainment that is culturally relevant to the event, food, beverage, and vendor booths from 11:00 a.m. to 9:00 pm on the Event Date. Service Provider may add additional features that allow for ticketed VIP activities and/or additional features and activities outside of the main event activities that are ticketed, such as a pre-nighttime concert at the Cathedral City Community Amphitheater, backstage VIP passes, and/or special reserved seating, or something similar.

1.2 City shall provide the following:

- 1.2.1 City shall support the 2025 Event as the naming rights sponsor through compensation as provided in Section 3 of the Agreement. Benefits include naming rights, prominent logo placement in all print and media advertising, press releases, program guide, social marketing, official poster, merchandise and website. City retains the rights to the name "Taste of Jalisco" and Service Provider will be granted use license for all related events. Service Provider is to inform the City Events Manager of any known infringement. City is responsible for enforcement and licensing the name;
- 1.2.2 City's Communications/Events Manager shall give direction as to the involvement of the City Council of Cathedral City and any other City related official. This shall include, but not be limited to providing a welcome message; and
- 1.2.3 City shall place City owned metal interlocking barricades at congested areas at the Premises. City is not responsible for providing equipment beyond what is specifically anticipated.

SECTION 2. Entertainment and Vendors

- 2.1** Service Provider shall procure and manage talent to perform and otherwise produce, manage, and run the Event.
- 2.2** Service Provider shall procure and contract with entertainers and vendors for performance of activities at the Event. Service Provider shall receive approval of entertainer or vendor from the Communications/Events Manager prior to finalization of contract terms.
- 2.3** Service Provider shall secure equipment needed for the Event on the Premises including stage, sound, lighting, and all other equipment deemed necessary to properly implement Event activities that are otherwise not already provided as part of the City owned venues. Performers and vendors are to be responsible for procuring and providing their own tools of their trade and other related equipment. Service Provider shall receive approval of entertainment from the Communications/Events Manager prior to finalization of contract terms.
- 2.4** Event or merchandise vendors shall generally include the incorporation of the following:
 - 2.4.1** 10 x 10 space; or
 - 2.4.2** 10 x 20 space; or
 - 2.4.3** 10 x 12 food space with required Category 4 tent
- 2.5** Service Provider shall be required to enter into a separate written agreement and pay the customary hourly rate for City's professional stage, sound, and lighting technicians if use of Cathedral City Community Amphitheater stage and city owned equipment is necessary.

Service Provider hereby acknowledges he/she has received and reviewed the General Provisions for the Agreement as outlined in Exhibit "B".

Service Provider

EXHIBIT "C"

LOCATION MAP AND ACCESS AREA

