

	CITY OF PALM DESERT ADMINISTRATIVE PROCEDURES	
	<i>Subject</i>	Community Event Sponsorship Policy
	<i>Policy No.</i>	CMGR-002
	<i>Date</i>	Issued: April 28, 2022 <u>January 25, 2024</u>
	<i>Approved by</i>	Resolution No. 2022-3124-
	<i>Authored by</i>	Public Affairs

I. PURPOSE

- A. The City of Palm Desert's Community Event Sponsorship Policy ("Policy") ~~This policy~~ establishes guidelines for disbursement of ~~discretionary~~ funds approved by City Council, as well as in-kind services, to sponsor community events produced by qualified organizations. This Policy aims to foster a vibrant community by supporting events that encourage civic engagement, celebrate cultural diversity, stimulate tourism, drive economic vitality, and uphold public health and sustainability. By concentrating resources on diverse events that resonate with the City's character, this Policy supports Palm Desert's identity as a vibrant locale for residents and a premier destination for visitors. The City recognizes that sponsorships play an important role in supporting our community, as well as to promote the tourism and economic development efforts of the City, nevertheless the City is committed to being a good steward of taxpayer money while supporting events.

II. SCOPE

- A. This policy applies to all City sponsorship support of external community events where the City provides funds to an outside organization. This policy does not apply to table sponsorship requests, nor does it apply to the third-party sponsorships of City produced events.
- B. The granting of City funds or in-kind support is evaluated based on the proposed community event's impact on the community. Special attention is paid to sponsorships that promote Palm Desert's attractiveness as a place to visit and/or live, celebrate the heritage of the City and its environs, and enrich the character and quality of life of its residents and visitors.
- C. The City is under no obligation to approve a requested sponsorship. The City Council and City Manager reserve the right to deviate from the policy and criteria

contained herein when they believe it is the City's best interest to do so.

III. DEFINITIONS

A. "Applicant" means an organization or individual applying for a community event sponsorship under this Policy.

B. "Community Event" means an occurrence of a local celebration, fundraiser, athletic, cultural, or educational activity designed to attract a public audience which benefits the residents and visitors of Palm Desert. (i.e., festival, walk, run, fashion show, concert, parade, breakfast, luncheon, dinner, etc.)

C. "Community Sponsorship Subcommittee" is comprised of the Mayor and Mayor Pro Tem, City Manager, Director of Finance, and the City Manager's designee(s) overseeing community event sponsorships.

D. "Outside Agency" means a nonprofit organization that may be eligible to receive City funding and support to offer programs and services benefiting the City's residents and visitors under guidelines and accountability measures implemented by the City's Outside Agency/Charitable Contributions Committee.

E. "Recipient" means an organization or individual that is awarded a community event sponsorship under this Policy.

A-F. "Sponsorship" means any financial or in-kind support from the City (i.e., City staff time, public safety services, use of City facilities or property, permit fees, etc.) to the organizing agency that helps offset the costs of the event operations.

B-G. "Sponsorship Agreement" means a binding agreement between the City ~~and a company~~, an organization, or individual to pay a fee, provide services, share products or any combination thereof, including advertising and promotional opportunities between the City and ~~a company~~, an organization, or individual.

~~C. "Event" means an occurrence of a local celebration, fundraiser, athletic, cultural, or educational activity designed to attract a public audience which benefits the residents and visitors of the City of Palm Desert. (i.e., walk, run, concert, parade, etc.)~~

~~D. "Programs" means an on-going, set of structured activities. (i.e., classes, performances, or procedures, etc.)~~

~~E. Outside Agency Funding is a grant program for non-profit, school, and community-based organizations, who provide for unmet needs and services that serve the City of Palm Desert and its residents.~~

~~F.H. Table Sponsorship means a City sponsorship to cover the cost of a table at a non-City event allowing a group of individuals, often representing the City or involved in City-related initiatives, to attend the event without incurring individual expenses. means purchase of a table at a Local Event, excluding the individual purchase of tickets at the same table.~~

~~G. "Community Sponsorship subcommittee" means the subcommittee is comprised of the Mayor and Mayor Pro Tem, the Director of Finance, the Public Affairs Manager and the Public Affairs Staff member overseeing Community Sponsorship and City Produced Events.~~

IV. GENERAL REQUIREMENTS, ELIGIBILITY CRITERIA AND CONDITIONS

~~A. Failure to comply with this Policy, including misuse of funds, may result in the forfeiture of funds and disqualification from future requests.~~

~~B. All applicants must submit a community event sponsorship application. Applications must be complete in order to be accepted. Applications must:~~

~~1. Describe the organization's purpose, years of operation, leadership team, and financial stability;~~

~~2. Include the estimated number of people that will attend the community event;~~

~~3. Describe the community event and explain how it benefits Palm Desert residents and visitors;~~

~~4. Indicate whether Applicant has received any or will apply for other sponsorships or sources of funding for the community event, and if so, which ones; and~~

~~5. Provide additional information as requested by staff to evaluate compliance with this Policy.~~

C. Due to limited resources, not all special-community event sponsorship requests are funded. The number of special-community events that the City sponsors varies annually. The City will evaluate each request based upon available funds, satisfaction of the eligibility criteria, and compliance with the application requirements set forth below.

D. Applicants for special-community events sponsorships must meet all the following requirements, eligibility criteria, and conditions:

~~1. Applicants must independently conduct the community event or collaborate with another organization to be eligible to receive a sponsorship.~~

~~1. Applicants requesting event sponsorships in the amounts of \$2,500 to \$20,000 shall use the City's community event sponsorship application.~~

~~Incomplete applications will not be accepted. The City may require~~

~~additional information, as necessary, to evaluate compliance with this policy.~~

~~2. Applicants requesting event sponsorships over \$20,000 shall present their request to the Community Sponsorship subcommittee for recommendation, prior to presenting to City Council at a schedule Council Meeting.~~

~~3.2.~~ Community Event ~~and promotion~~ must take place within Palm Desert city limits with limited exceptions. Reason(s) for not holding the proposed event ~~or promotion in the City of~~within Palm Desert city limits must be stated on the application. Exemption from this requirement will be provided on a case-by-case basis and will favor activity promoting the City of Palm Desert as a desirable place to live, visit and do business.

~~4.3.~~ The Applicants ~~must also submit~~ agree to submit a Special Events Application/Agreement a minimum of 120 days prior to the event, or a Temporary Use Permit (TUP), if applicable.

~~5.4.~~ The Applicants ~~agrees~~ to use the City's sponsorship funds exclusively for the community event represented in ~~its~~the application. Said funds ~~are~~ may not be used ~~designated~~ for venue costs, prizes, awards, salaries, ~~or~~ salary reimbursements, or budget subsidy.

~~6.5.~~ The Recipients of sponsorship funds or in-kind services shall provide the City recognition as a sponsor in exchange for ~~the funds or in-kind services~~sponsorship in a method consistent with other sponsors at the community event. In no event shall the recognition for the City's ~~funds or in-kind services~~sponsorship be less than that provided to other sponsors who have contributed the same total financial or in-kind support.

~~7.6.~~ The Applicants are required ~~must be ready, willing, and able~~ to enter a contractual sponsorship agreement ~~for sponsorship~~ with the City and provide a certificate of liability insurance or proof of self-insurance, if applicable. ~~Please see Exhibit A.~~

~~8.7.~~ Special Event sponsorship applications are limited to one per year, per taxpayer identification number.

~~9.~~ ~~Failure to hold event as depicted in application will result in forfeiture of sponsorship funds.~~

~~10.8.~~ Sponsorships will be approved on a competitive basis and are not guaranteed. Applicants should be aware that they may not receive the full amount of the sponsorship requested.

9. Sponsorship approvals are made on an annual basis and shall be considered as a one-time approval. Approval for sponsorship in one year does not imply or guarantee that the City will approve sponsorship for the same event or organization in subsequent years.

~~11. An official pPost- community eEvent eEvaluation form must be submitted to City staff within ninety (90) days following the conclusion of a sponsored community event.~~

~~12. Application and all supporting documents are to be submitted to the Public Affairs Division, City of Palm Desert, 73-510 Fred Waring Drive, Palm Desert, California 92260, to be considered for funding. Applications must be submitted a minimum of six months prior to event date.~~

V. INELIGIBLE ORGANIZATIONS AND ACTIVITIES OR PROJECTS

A. Examples of ineligible organizations or activities include, but are not limited to:

~~1. Any non-community event request, such as on-going programming or set of structured activities. (i.e., classes, performances, or procedures, etc.)~~

~~2. Private events or events that are not open to the general public.~~

~~3. Discriminatory activities such as those restricted based on a person's race, religion, ethnicity, age, sex, gender, gender identity, gender expression, disability, sexual orientation, or economic status.~~

~~4. A political, politically affiliated, or political action organization or event or activity that promotes any political viewpoint, provides for a political purpose or causes participants to engage in or otherwise affiliate or express an endorsement of partisan political functions or activities.~~

~~5. An event or activity that promotes a religious purpose (as opposed to a secular purpose, such as promoting cultural heritage or community understanding).~~

~~1. Any type of programming~~

~~2. An event or activity that promotes a political viewpoint, provides for a political purpose, or causes participants to engage in or otherwise affiliate or express an endorsement of partisan political functions or activities.~~

~~3-6. A private individual for his/her own use.~~

~~4. A political, politically affiliated, or political action organization.~~

7. An organization receiving Outside Agency Funded Organizations funding, receiving funds concurrently (during the same fiscal year).

8. Funds cannot be used for venue costs, prizes, awards, salaries, salary reimbursements, or budget subsidy.

9. Funds cannot be directly provided to specific individuals, nor may funds be constructively provided to specific individuals (e.g. using funds to pay for certain individuals to go to an event is not permitted.) By contrast, using funds to reduce the overall costs of an event is permitted.

10. A K-12 school or school-related groups, as funding requests for schools and school-related groups shall be processed by the Outside Agency/Charitable Contributions Committee.

B. No sponsorship shall be granted for community events or to organizations where a conflict of interest exists. Specifically, City officials, employees, or their immediate family members shall not receive sponsorship funding for events they are directly involved with or that may result in personal financial gain. In the event of a potential conflict of interest, officials and employees are required to disclose such conflicts and recuse themselves from any related sponsorship decisions. This provision serves to ensure that sponsorship decisions are made for the sole benefit of the community and are free from personal or private interest influences.

VI. ASSESSMENT CRITERIA

~~A. Requests for donation, and/or sponsorship from schools or school-related groups shall be processed through Outside Agency Funding.~~

~~B. Funds are not to be used for venue costs, salaries, prizes, and awards.~~

~~C. Community Sponsorship funds are solely for sponsorship of Events (i.e., festivals, concerts, walks/runs, fashion shows, luncheon, etc.). Ongoing programming is not considered an Event and these requests will be redirected to Outside Agency.~~

D.A. An applicant's first sSponsorship request may total no more than for the inaugural year of an Event, the sponsorship request may not exceed 50% of the community eEvent budget (if sponsorship request includes in-kind, the value of the in-kind items may not exceed 50% of the eEvent budget).

E.B. All otherAn applicant's second or subsequent sponsorship requests beyond the inaugural year is may not exceed total no more than 35% of the community eEvent budget (if sponsorship request includes in-kind, the value of the in-kind items may not exceed 35% of the eEvent budget).

~~F.C.~~ Sponsorship request for a 5K walk/run shall be eligible for a maximum sponsorship of \$2,500.

~~G.D.~~ Registered local nonprofit corporation or local 501(c) organization with tax-exempt status will be given priority funding consideration.

Applicants are not guaranteed to receive the amount of funding requested or be funded at all. Requests will not be considered approved until it is approved by the City Council or City Manager, as appropriate. The City Council reserves the right to deviate from the criteria contained herein when ~~they~~ it believes it is the City's best interest to do so.

VII. FUNDING TIMELINE

~~The community event sponsorship application period will typically open in January. Once the application period opens, applicants will be required to submit applications by the posted deadline for events that will occur in the upcoming program year. A program year runs from July 1 through June 30. The community event for which a sponsorship is requested must occur in this timeframe. No sponsorship will be considered for any community event that falls outside of these dates.~~

~~Organizations requesting funding after the application period closes may submit an application to the City Manager for special consideration. Sponsorships awarded in this circumstance are rare and are contingent upon (1) available funds remaining in the budget following disbursement to organizations compliant with this Policy's annual deadlines; and (2) a finding made by the City Manager that special circumstances prevented the Applicant from applying for a sponsorship by the required deadline and the community event could not occur the following year.~~

~~A. The funding timeline/application reviews are outlined below (all dates are subject to change):~~

~~B. Rounds 2, 3 and 4 will only take place as long as there is funding available in the Community Sponsorship budget, not already allocated during the 1st Round. Applicants are strongly encouraged to submit sponsorship request applications during the 1st round in order to have a higher chance of receiving funding.~~

~~C. 1st Round:~~

~~**December 1st – February 15th:** Applications are due for the upcoming fiscal year.
February: Applications are reviewed by the City's Community Sponsorship/Charitable Contributions Committee for their budget recommendation.~~

~~**March:** Budget recommendations are submitted to the Finance Department.~~

~~**April:** Applications are reviewed by the City Manager.~~

~~**May:** City Council reviews the recommendations presented by the City's Community Sponsorship / Charitable Contributions Committee and the City~~

~~Manager at a public meeting.~~

~~**June:** City Council approves selected applicants for funding in the upcoming fiscal year (4:00 p.m., Council Chamber)~~

~~**July:** All applicants are contacted and advised of approved funding. Agreements are issued to successful applicants for funds available beginning July 1. Funds are issued a maximum of 60 days prior to the event and only upon approved insurance and a fully executed Sponsorship agreement.~~

~~D. 2nd Round~~

~~Deadline: **June, 30th by 5pm**~~

~~Applications received after Feb. 15th, with requests under \$7,500: Will be presented to the City's Community Sponsorship / Charitable Contributions Committee for recommendation and then to City Manager: first week of August, for approval.~~

~~Applications received after Feb. 15th, with requests over \$7,500: Will be presented to the City's Community Sponsorship / Charitable Contributions Committee for recommendation and then presented to the City Council: First Council meeting in August.~~

~~E. 3rd Round~~

~~Deadline: **October 31st, by 5pm**~~

~~Applications received after June 30th, with requests under \$7,500: Will be presented to the City's Community Sponsorship / Charitable Contributions Committee for recommendation and then to City Manager: First week of December~~

~~Applications received after June 30th, with requests over \$7,500: Will be presented to the City's Community Sponsorship / Charitable Contributions Committee for recommendation and then presented to the City Council: First Council Meeting in December.~~

~~F. 4th Round~~

~~Deadline: **February 28th by 5pm**~~

~~— Applications received after Oct. 27th, with requests under \$7,500: Will be presented to the City's Community Sponsorship / Charitable Contributions Committee for recommendation and then to City Manager: First week of April.~~

~~— Applications received after Oct. 27th, with requests over \$7,500: Will be presented to the City's Community Sponsorship / Charitable Contributions Committee for recommendation and then presented to the City Council: First Council Meeting in~~

~~April.~~

VIII. ADMINISTRATION AND ENFORCEMENT OF POLICY

- A. The City Council designates the City Manager to administer the Sponsorship Policy. This delegation is with the power of re-designation to appropriate staff.
- B. The City Manager or her/his designee shall review all Sponsorship applications and determine compliance with this policy.
- C. On an as needed basis, the City Manager or her/his designee may refer any controversial proposed sponsorship straight to the City Council for approval or rejection with a majority vote.
- D. Applicant must comply with all other applicable City, state and federal laws and regulations

~~IX. APPEALS~~

~~A. Applicants who have been denied sponsorship shall have ten (10) days from the date of the denial to request an appeal hearing with the entire City Council. The appeal request shall be in writing and submitted to the City Manager, or his/her designee. Within twenty (20) days of receiving the appeal request, the City Manager shall provide the appeal hearing at an upcoming City Council meeting. The entire City Council shall have the right to overrule the application denial, uphold the application denial, or take any other action deemed appropriate.~~

~~By signing, I/we agree to the guidelines of the City of Palm Desert's Community Event Sponsorship Policy.~~

~~Name of the Organization~~

~~Print Name/Title~~

~~Signature~~ _____
~~Date~~

If you should have questions, please contact Vanessa Mager (vmager@cityofpalmdesert.org or 760-776-6425)

[MODEL - REMOVE THIS TITLE WHEN USED]

SPONSORSHIP AGREEMENT

This Sponsorship Agreement (“Agreement”) is entered into this ___ day of _____, 20___, by and between the City of Palm Desert (“City”), a California public entity, and [***INSERT NAME OF COMPANY], a [INSERT TYPE OF BUSINESS, I.E., CORPORATION (INCLUDE STATE OF INCORPORATION), LIMITED LIABILITY COMPANY, SOLE PROPRIETORSHIP, ETC.], (“Consultant” or “Vendor”). The City and Consultant are sometimes collectively referred to in this Agreement as the “Parties” and individually referred to as “Party.” The Agreement is made in light of the following Recitals:

RECITALS

WHEREAS, Consultant wishes to produce an event entitled [***INSERT NAME OF EVENT***]

WHEREAS, the City desires to sponsor the [***INSERT NAME OF EVENT***].

NOW, THEREFORE, in consideration of the mutual promises set forth herein, and in light of the above Recitals, which are hereby made a part of this Agreement, the Parties hereby agree as follows:

AGREEMENT

1. Term: The Term of this Agreement shall commence on [***INSERT DATE***] to [***INSERT DATE***].

2. Responsibilities of the Parties:

2.1 Responsibilities of City:

2.1.1 The City shall sponsor the [***INSERT NAME OF EVENT***] to be held on [***INSERT DATE***].

2.1.2 [***INSERT ADDITIONAL RESPONSIBILITIES OF THE CITY***]

2.1.3 [***INSERT ADDITIONAL RESPONSIBILITIES OF THE CITY ***]

2.2 Responsibilities of Consultant:

2.2.1 Consultant shall produce all aspects of the [***INSERT NAME OF EVENT***].

2.2.2 Consultant shall provide sponsorship benefits to the City, as outlined in Exhibit B.

2.2.3 Consultant shall grant access to all photography and video taken during the event to cross promote on the City’s website.

2.2.4 Consultant will prominently feature City in advertising including social media, television, radio, and e-blasts.

2.2.5 Consultant will feature City in photo and video opportunities including signage.

3. Compensation:

- 3.1 The City shall pay Consultant a total of *****INSERT AMOUNT WRITTEN OUT***** (\$*****INSERT NUMBER*****) upon final approval of insurance documents by the City.

4. Remedies and Termination:

- 4.1 Remedies: The Parties agree to provide each other with written notice of nonperformance, unsatisfactory performance, or any other dispute arising from the terms of this Agreement within ten (10) days of the deficiency or dispute being identified. The Parties shall have thirty (30) days from receipt of said written notice to correct any performance deficiencies. The Parties may mutually agree to extend the thirty (30) day cure period. The Parties agree to cooperate in good faith to resolve any performance issues or dispute arising from this Agreement. Either Party in its sole and absolute discretion may waive a default that cannot be cured.

- 4.2 Termination: In the event any dispute cannot be resolved under these procedures, each Party retains such legal and equitable remedies as it may have under the law to enforce this Agreement. If either Party defaults under this Agreement and does not timely cure such default, the non-defaulting Party may terminate this Agreement upon providing written notice of termination of this Agreement to the defaulting Party, in which case this Agreement shall terminate.

- 4.3 Termination without cause: Either Party may terminate this Agreement upon at least thirty (30) days prior written notice to the other Party. If Consultant terminates this Agreement, pursuant to this Section 4.3, the City shall be entitled to a pro rata refund of any prepaid amounts.

5. Insurance: *****CITY RISK MANAGER TO REVIEW PRIOR TO EACH USE IN CASE OTHER COVERAGE IS NEEDED (E.G. CYBER LIABILITY, ETC.)***** Without limiting Consultant's indemnification of City, and prior to commencement of Work, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form that is satisfactory to City.

- 5.1 General Liability Insurance: Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

- 5.2 Automobile Liability Insurance: *****IF APPLICABLE-CHECK WITH RISK**

MANAGER. ENTER [Reserved]. IF NOT APPLICABLE) Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident. The City's Risk Manager may modify this requirement if it is determined that Consultant will not be utilizing a vehicle in the performance of his/her duties under this agreement.

5.3 Workers' Compensation Insurance: **(***IF APPLICABLE-CHECK WITH RISK MANAGER. ENTER [Reserved]. IF NOT APPLICABLE)** Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000). Consultant shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City of Palm Desert, its officers, agents, employees and volunteers.

5.4 Umbrella or Excess Liability Insurance: Consultant may opt to utilize umbrella or excess liability insurance in meeting insurance requirements. In such circumstances, Consultant shall obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability and employer's liability. Such policy or policies shall include the following terms and conditions:

- (1) A drop-down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- (2) Pay on behalf of wording as opposed to reimbursement.
- (3) Concurrency of effective dates with primary policies; and
- (4) Policies shall "follow form" to the underlying primary policies.
- (5) Insureds under primary policies shall also be insureds under the umbrella or excess policies.

5.5 Liquor Liability Insurance: **(***IF APPLICABLE-CHECK WITH RISK MANAGER. ENTER [Reserved]. IF NOT APPLICABLE)** Vendor shall provide liquor liability insurance with a limit of no less than \$1,000,000 per occurrence.

5.6 Aviation Liability Insurance: **(***IF APPLICABLE-CHECK WITH RISK MANAGER. ENTER [Reserved]. IF NOT APPLICABLE)** Consultant shall procure and maintain for the duration of the contract insurance against claims for

injuries to persons or damage to property which may arise from or in connection with the ownership, maintenance or use of Unmanned Aerial Vehicles (UAVs) by Consultant's officers, officials, employees, subcontractors, or volunteers. If an UAV is used as part of an event, aviation liability insurance shall be required on an "occurrence" basis, including property damage and bodily injury with limits no less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate. This coverage may also be provided by endorsement to a Commercial General Liability policy. City shall be named additional insured on the policy.

OTHER PROVISIONS OR REQUIREMENTS

- 5.7 Proof of Insurance: Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this contract. City reserves the right to require complete, certified copies of all required insurance policies, at any time.
- 5.8 Duration of Coverage: Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Consultant, his/her agents, representatives, employees or subconsultants.
- 5.9 Primary/Non-Contributing: Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.
- 5.10 City's Rights of Enforcement: In the event any policy of insurance required under this Agreement does not comply with these specifications, or is canceled and not replaced, City has the right, but not the duty, to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant, or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.
- 5.11 Acceptable Insurers: All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and

Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

- 5.12 Waiver of Subrogation: All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the City of Palm Desert, its elected or appointed officers, agents, officials, employees and volunteers, or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the City of Palm Desert, its elected or appointed officers, agents, officials, employees and volunteers and shall require similar written express waivers and insurance clauses from each of its subcontractors.
- 5.13 Enforcement of Contract Provisions (non estoppel): Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.
- 5.14 Requirements Not Limiting: Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.
- 5.15 Notice of Cancellation: Consultant agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.
- 5.16 Additional Insured Status: General liability, automobile liability, and if applicable, liquor liability, pollution liability and cyber liability, policies shall provide or be endorsed to provide that the City of Palm Desert and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.
- 5.17 Prohibition of Undisclosed Coverage Limitations: None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

- 5.18 Separation of Insureds: A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy (ies) shall not contain any cross-liability exclusions.
- 5.19 Pass Through Clause: Consultant agrees to ensure that its sub-consultants, sub-contractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.
- 5.20 City's Right to Revise Specifications: The City or its Risk Manager reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City and Consultant may renegotiate Consultant's compensation. If the City reduces the insurance requirements, the change shall go into effect immediately and require no advanced written notice.
- 5.21 Self-Insured Retentions: Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.
- 5.22 Timely Notice of Claims: Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.
- 5.23 Additional Insurance: Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.
- 5.24 Safety: Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions, where applicable, shall

include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

6. Indemnification: To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subconsultants or agents in connection with the performance of the Consultant's services or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

7. Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the services under this Agreement are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the services available to interested parties upon request and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

8. Force Majeure: Any delay or failure in the performance by either Party hereunder shall be excused if and to the extent caused by occurrence of a Force

Majeure Event. A Force Majeure Event shall mean a cause or event that is beyond the reasonable control of the Party claiming a Force Majeure Event. Force Majeure Events include, but are not limited to, acts of God, fires, floods, rain, heavy wind, earthquake, explosions, riots, wars, sabotage, terrorism, vandalism, accident, restraint of government, governmental act, injunctions, destruction of site, pandemics, epidemics, and other like events. In the event City has advanced funds for the sponsorship to the extent not utilized directly for the event, any unused portion shall be returned

- 9. Notices: Whenever it shall be necessary for either Party to serve notice on the other regarding this Agreement, such notice shall be served either in person, by certified mail, return receipt requested to the addresses below.

Consultant: [INSERT BUSINESS NAME] [INSERT STREET ADDRESS] [INSERT CITY STATE ZIP]
ATTN: [INSERT NAME AND TITLE]

City: City of Palm Desert
73-510 Fred Waring Drive Palm Desert, California 92260
Attn: [INSERT NAME AND TITLE]

Such notice shall be deemed made when personally delivered or when mailed, forty- eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

- 10. Legal Costs: In the event of any legal action between the City and Consultant arising out of the obligations of the Parties pursuant to this agreement, the prevailing Party will be entitled to payment of its costs and expenses, including its reasonable attorneys' fees.
- 11. Binding Effect; Successors: Neither Party shall assign or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the other Party, which may be given in such Party's sole and absolute discretion. Any attempt to do so shall be null and void, and any assignees or transferees shall acquire no right or interest by reason of such attempted assignment or transfer. This Agreement shall bind and inure to the benefit of the Parties and their respective heirs, legal representatives, successors and assigns and all of the Parties thereto shall be jointly and severally liable hereunder.
- 12. Counterparts: This Agreement may be executed in counterparts each of which shall be deemed an original and all of which together shall constitute one and the same instrument which shall be binding upon the Parties notwithstanding that the Parties may not be signatories to the same counterpart or counterparts. The

Parties may integrate their respective counterparts by attaching the signature pages of each separate counterpart to a single counterpart.

13. Further Assurances: Whenever requested to do so by the other Party, each Party shall execute, acknowledge, and deliver any further conveyances, assignments, confirmations, satisfactions, releases, powers of attorney, instruments of further assurance, approvals, consents, and any documents that are necessary, expedient, or proper to complete anything contemplated by this Agreement. In addition, each Party shall do any other acts and execute, acknowledge, and deliver any requested documents in order to carry out the intent and purpose of this Agreement.
14. Modifications: All modifications to this Agreement must be in writing and signed by the Parties.
15. Third-Party Rights: Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties and their respective successors and assigns, any rights or remedies.
16. Governing Law; Choice of Venue: This Agreement shall be governed and construed in accordance with California law, including the Fair Political Practices Act of 1974. Venue shall be Riverside County, California.
17. Severability: If any provision of this Agreement becomes or is declared by a court to be illegal, unenforceable or void, that clause will be omitted, and the remainder of the Agreement will continue in full force and effect. Such holding shall in no way affect the validity or enforceability of this Agreement.
18. Entire Agreement: This Agreement is the entire agreement between the Parties and supersedes any prior or contemporaneous representations, understandings, or agreements, whether written or oral.

[SIGNATURES ON NEXT PAGE]

SIGNATURE PAGE TO SPONSORSHIP AGREEMENT BY AND BETWEEN THE CITY OF PALM DESERT AND [*INSERT NAME***]**

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed on the day and year first above written.

CITY OF PALM DESERT

[*INSERT NAME OF CONSULTANT***]
[***INSERT NAME OF LEGAL ENTITY***]**

L. TODD. HILEMAN
CITY MANAGER

**PRESIDENT OR VICE PRESIDENT AND
SECRETARY OR TREASURER REQUIRED]
[IF CORPORATION, TWO SIGNATURES, By**

ATTEST:

By: _____

Its: _____

ANTHONY J. MEJIA
CITY CLERK

Printed Name: _____

APPROVED AS TO FORM:

**[DELETE THE FOLLOWING SIGNATURE LINE
AND SECOND NOTARY
ACKNOWLEDGEMENT IF SECOND
SIGNATURE NOT REQUIRED]**

By: _____

Best Best & Krieger LLP
CITY ATTORNEY

Its: _____

Printed Name: _____

EXHIBIT "A" SCOPE OF SERVICES

[Description of Event]

EXHIBIT "B" SCHEDULE OF SERVICES

[Sponsorship Benefits]