

SPONSORSHIP AGREEMENT

This Sponsorship Agreement (“Agreement”) is entered into this 31st day of August 2023, by and between the City of Palm Desert (“City”), a California public entity, and **Desert Publications, Inc., a California corporation dba Palm Springs Life**, with its principal place of business at **303 North Indian Canyon Drive, Palm Springs, California 92262** (“Consultant”). 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 the events entitled Fashion Week El Paseo and the Palm Desert Food & Wine Festival.

WHEREAS the City desires to sponsor Fashion Week El Paseo and the Palm Desert Food & Wine Festival.

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 be a three-year sponsorship commencing on September 14, 2023, and continue until or upon completion of the events in 2026.
- 2. Responsibilities of the Parties:
 - 2.1 Responsibilities of City:
 - 2.1.1 The City shall sponsor Fashion Week El Paseo and the Palm Desert Food & Wine Festival.
 - 2.1.2 The City shall post “No Parking” signs on the north side of Shadow Mountain Drive as for valet parking to be provided by Consultant.
 - 2.1.3 The City shall waive all City issued permit and inspection fees associated with the events.
 - 2.2 Responsibilities of Consultant:
 - 2.2.1 Consultant shall produce all aspects of Fashion Week El Paseo and the Palm Desert Food & Wine Festival.
 - 2.2.2 Consultant shall provide sponsorship benefits to the City, as outlined in Exhibit A.
- 3. Compensation:

3.1 The City shall pay Consultant a total of Three Hundred Thousand Dollars and Zero Cents (\$300,000.00) annually as outlined in Exhibit B. Payment shall be released 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: 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 \$2,000,000 per occurrence, \$4,000,000 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: 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 Manger 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: 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) Concurrence 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: Vendor shall provide liquor liability insurance with a limit of no less than \$1,000,000 per occurrence.

5.6 Aviation Liability Insurance: 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: Desert Publications, Inc., dba Palm Springs Life
303 N. Indian Canyon Drive
Palm Springs, CA 92262
ATTN: Paulina Larson, Marketing Director

City: City of Palm Desert
73-510 Fred Waring Drive
Palm Desert, California 92260
Attn: Shelby Goodwin, Special Events Coordinator

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 DESERT PUBLICATIONS, INC., DBA PALM SPRINGS LIFE**

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

PALM SPRINGS LIFE

By: _____
L. TODD HILEMAN
CITY MANAGER

By: _____

Its: _____

Printed Name: _____

ATTEST:

By: _____
ANTHONY J. MEJIA
CITY CLERK

By: _____

Its: _____

APPROVED AS TO FORM:

Printed Name: _____

By: _____
Best Best & Krieger LLP
CITY ATTORNEY

QC: _____

Ins: _____

EXHIBIT "A"
SCHEDULE OF SERVICES

Sponsorship Benefits

NAMING

- Palm Desert will be integrated into the event logo for Food & Wine. This is the most prominent branding position. Event name; Palm Desert Food & Wine.
- El Paseo will be integrated into the event logo for Fashion Week. Event name; Fashion Week El Paseo.
- Palm Desert name and logo be listed in the list of sponsors for Fashion Week El Paseo and Palm Desert Food & Wine.

PR/MARKETING

- City of Palm Desert name include in all Public Relations efforts.
- City of Palm Desert name/logo on print ads to start running now through March 2024. These ads are to run in Palm Springs Life, The Guide, and other publication titles produced by Palm Springs Life
- City of Palm Desert name/logo on email marketing promotions going to event databases and Palm Springs Life's email opt in (100,000 opt ins)
- City of Palm Desert name/logo on digital marketing promotions on palmspringslife.com and other media partners.
- City of Palm Desert name included on billboard campaigns targeted to the Southern California Drive Markets of San Diego, Los Angeles, and Orange County.
- City of Palm Desert will be mentioned, and name/logo shown on approximately 1,600 television spots.
- City of Palm Desert will be mentioned on approximately 1,200 radio spots
- Sponsor tagged on social media coverage posted on event social media pages and Palm Springs Life.
- Sponsor logo and link on event websites through 2024 event.
- City of Palm Desert included in all talent PR/Marketing kits. Kits will instruct designers, models, celebrity chefs and other programming partners to mention, tag and promote the City of Palm Desert.
- Mayor letter in the Fashion Week program that is bound into 20,000 copies of March Palm Springs Life and an overrun of 10,000 copies distributed at Fashion Week El Paseo and at Palm Desert Food and Wine, visitors' centers, El Paseo merchants, and high traffic locations throughout the Coachella Valley.
- Full Page Display ad in the Food & Wine program that is bound into 20,000 copies of March Palm Springs Life and an overrun of 10,000 copies distributed at Fashion Week El Paseo and at Palm Desert Food and Wine, visitors' centers, El Paseo merchants, and high traffic locations throughout the Coachella Valley.

ON-SITE

- City of Palm Desert welcome sign at the entrance Fashion Week El Paseo and Palm Desert Food & Wine. Sign to be produced and installed by Palm Springs Life.
- City of Palm Desert logo in premium position on the step and repeat of Fashion

Week El Paseo and Palm Desert Food & Wine.

- City of Palm Desert logo on the sponsor signs at the entrance to the events.
- City of Palm Desert 30 second video to play before every Fashion Show and Food & Wine events hosted in large tents.
- City of Palm Desert logo displayed on all video screens every day of Fashion Week El Paseo and Palm Desert Food & Wine.
- City of Palm Desert logo on all Fashion Week El Paseo and Palm Desert Food & Wine event programs distributed to all attendees.
- City of Palm Desert logo and name on the Schedule of Events brochures.

HOSPITALITY

- Ten (10) second row seats to Fashion Week El Paseo for each runway show with access to VIP lounge. Names must be provided for each show.
- Eight (8) reserved seats to Fashion Week El Paseo for each runway show.
- Four (4) reserved tickets to the James Beard Luncheon.
- Ten (10) tickets to Saturday Grand Tasting with access to VIP lounge.
- Ten (10) tickets to Sunday Grand Tasting with access to VIP lounge.

POST EVENT AND MORE

- City of Palm Desert recognized in a "Thank you to our sponsors" page for Fashion Week EL Paseo and Palm Desert Food & Wine in a select issue of Palm Springs Life.
- City of Palm Desert will be recognized on social life coverage of event on palmsspringslife.com.
- A complete recap of the event will be provided to you approximately 60 days after the event.

CONTRACT NO. _____

EXHIBIT "B"
COMPENSATION

Sponsorship payment of \$300,000 shall be paid on before January 1, 2024, 2025, 2026.