

Contract for Services

THIS AGREEMENT made effective as of the 1 day of July 2017 by and between Samuel Eric Davis, Sole Proprietor, hereinafter known as the "Specialist", and City of Cathedral City hereinafter known as the "Client".

WHEREAS the Client desires to retain the Specialist to research, contact, and foster sponsorship revenue and in-kind revenue for Special Events coordinated, designed, or produced by the City of Cathedral City, as more particularly described below (the "Services"), and the Specialist desires to be so retained and to perform the Services for the Client;

NOW THEREFORE the parties agree as follows:

1. Services

During the term of this Agreement, the Specialist shall provide the following services for Client:

- a. Research, review, and collect a database of potential sponsors for events
- b. Review and provide upon request the potential sponsor database with the Communications / Special Events Manager prior to contact
- c. Contact potential sponsors to pitch sponsorship levels for special events produced by the Client
- d. Assist in the development of collateral material promoting Client produced events
- e. Make presentations to potential sponsors in accordance to the message approved by the Client
- f. Promote and generate revenue for all major festivals and events including but not limited to: Taste of Jalisco; Snow Fest; Halloween Spooktacular; East Palm Canyon Banner Program; Easter Kidapalooza; and Tejano Festival; and any other mutually agreeable event unknown at this time of contract.
- g. Seek final approval of all potential sponsorship agreement with the Communications / Special Events Manager prior to depositing any and all sponsorship payments.
- h. Assist the Communications / Special Events Manager with the implementation and understanding of each sponsorship agreement orchestrated by the Specialist.

2. Term

This Agreement shall be valid between the parties for the period of July 1, 2017 until June 30, 2018. After said term expires each party shall have the opportunity to review the relationship and extend the term in mutually agreed upon successive terms.

3. Independent Contractor

It is understood and agreed that the Specialist is independent in the performance of this Agreement, that the Specialist shall perform the Services under the control of the Client as to

the result of such activity only and not as to the means by which such result is accomplished and that the Specialist is providing Services on a part-time basis. The Specialist is not an employee of the Client, and has no authority whatsoever to bind the Client by contract or Agreement of any kind other than as expressly provided under the terms of this Agreement. The Client shall not withhold federal or state/provincial income taxes or any other amounts from the Specialist's fees payable hereunder. The Client acknowledges and agrees that the Specialist shall act on behalf of the Client but will not be liable for payment of services, collateral materials, and purchases placed on behalf of Client.

4. Compensation

Specialist shall provide his services at the following rates:

I. For services as described herein:

- a. A fee equal to 30% (thirty percent) of cash revenue raised by the Specialist for the purpose of funding Special Events produced by the City of Cathedral City. No compensation will be given for In-Kind sponsorships.
- b. Payments to be made when payments received to the City and invoiced by Samuel Eric Davis.

5. Services Provided by Client to Specialist

- a. Access to a computer station at City Hall for up to 12 hours per week based on availability and during normal business hours.
- b. Computer account SponsorshipSpecialist@CathedralCity.gov
- c. Access to the Administrative Conference Room based on availability
- d. Business cards utilized for the purpose of this contract only
- e. Phone extension with voice mail capabilities
- f. Copy services related to contract purposes only
- g. Availability of collateral material related to contract purposes only

6. Additional Billable Projects

- a. Only those to be named and approved of in writing.

7. Representations and Warranties

Specialist and Client each represents and warrants to the other that as of the date hereof, and throughout the term of this Agreement:

- a. It is duly organized, validly existing and in good standing in its jurisdiction of incorporation and qualified to do business in each other jurisdiction where the nature of its business makes such qualification necessary.
- b. It has all the necessary power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.

- c. This Agreement constitutes a legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, receivership, reorganization or other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity.
- d. No consent, approval or authorization from any third party is required in connection with the execution, delivery and performance of this Agreement, except as such as have been obtained and are in full force and effect.
- e. The execution, delivery and performance of this Agreement by such party will not constitute a violation of any law, rule, regulation, court order or ruling applicable to such party.

8. Indemnification

Specialist and Client will indemnify and hold harmless each other's party, its directors, officers, agents, employees, parent, subsidiaries, affiliates, successors and assignees from and against any and all liability, causes of action, claims, and the reasonable and actual costs incurred in connection therewith, which result from the breach of this Agreement by Specialist, or Client, respectively, as the case may be, or its directors, officers or employees.

9. Term of Agreement

This Agreement shall cover a period lasting from period as described herein. During this term this agreement is non-transferable and non-cancellable.

10. Governing Law

This Agreement shall be governed by and subject to California law.

11. Breach

In the event of any material breach of this Agreement by either party, the other party may give notice, as provided herein, to the breaching party. This notice shall describe the breach. The breaching party must cure such breach within thirty (30) days after receipt of notice, as provided herein.

12. Miscellaneous

- a. This Agreement cannot be amended except in writing signed by authorized agents of both parties hereto.

- b. The failure of any party to exercise any rights under this Agreement shall not be deemed a waiver of such right or any other rights.
- c. If any part of this Agreement shall for any reason be found or held invalid or unenforceable by any court or governmental agency of competent jurisdiction, such invalidity or unenforceability shall not affect the remainder of this Agreement, which shall survive and be construed as if such invalid or unenforceable part had not been contained herein.
- d. This Agreement contains the entire Agreement of the parties with respect to the matters covered herein and supersedes all prior promises and Agreements written or oral, with respect to the matters covered within without prior written consent of Client, which shall not be unreasonably withheld, Specialist may not assign any of its rights or obligations under or arising from this Agreement.
- e. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or give any person or entity other than Specialist, and Client their successors or assigns, any rights or remedies under or by reason of this Agreement.
- f. In the event the Clients authorized agent terminates employment with the Client, and the Clients successor deems not to use services provided by the Specialist, the Specialist shall receive compensation for all outstanding fees, services and monthly retainer fees due, within thirty days of this Agreements termination date.

IN WITNESS WHEREOF, each of the parties, by its representative, has executed this Agreement as of the date first written above.

By: _____

Authorized Signature
Charles P. McClendon, City Manager
City of Cathedral City

Authorized Signature
Tracey Martinez, City Clerk
City of Cathedral City

Authorized Signature
Eric S. Vail, City Attorney
City of Cathedral City

By: _____
Authorized Signature ("Specialist")
Samuel Eric Davis, Sole Proprietor