

PUBLIC EVENTS CONTRACT

Cesar Chavez Celebrations

This contract ("Contract") is made this ____ day of May 2023, between:

Comité De Bien Estar, Inc. 963 East B Street (Physical) P.O. Box 7170 (U.S.P.S. mail) San Luis, Arizona 85349 an Arizona nonprofit corporation (I.R.S. 501(c)(3) Designation ("Comité") and	City of San Luis City Hall 1090 East Union Street (Physical) P.O. Box 1170 (U.S.P.S. mail) San Luis, Arizona 85349 ("City")
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Comité and the City may be referred to individually as the "Party" and collectively as the "Parties."

SECTION ONE. CESAR CHAVEZ CELEBRATIONS EVENTS

Under the terms and conditions of this Contract, Comité shall hold in the City of San Luis, Arizona, Cesar Chavez Celebrations in the month of March 2023 ("Events"). The Events shall be free of charge and open to the public. The Events shall be suitable for the general public. There shall be, at the most, two (2) days for the Events. One of the dates shall be on or near the birthday of Cesar Chavez, March 31, 2024.

SECTION TWO. PROMOTION

Comité shall advertise and promote the Events and do or cause to be done other things necessary or advisable to make the Events successful.

SECTION THREE. ADVERTISING OF THE CITY'S NAME

Comité shall cause "San Luis, Arizona," to appear prominently in all advertising and publicity in connection with the Events.

SECTION FOUR. COMPENSATION AND COOPERATION

- A. The City shall pay \$5,000.00 to Comité. Payment shall be made out to Comité De Bien Estar, Inc.
- B. Comité may seek sponsorships and donations apart from the City to contribute to successful, well-attended, free Events.

- C. The City's Parks and Recreation indoor and outdoor facilities are available upon a first-come, first-served basis. The City makes no guarantee that its facilities will be available for the Events. Comité shall timely coordinate the Events through the City Manager or the City Manager's designee. If there will be a parade, City staff assistance shall be limited to traffic control.
- D. The City staff shall assist with promoting the Events, such as publicity on its website, social media, and LED sign.
- E. Comité shall not use any City-contribution or resources for any Cesar Chavez Celebrations that are by invitation only or any other restriction that would preclude access to the public. Comité shall not charge for any Cesar Chavez Celebration funded or otherwise supported by the City's contribution or resources. If such functions are contemplated, Comité may rent City facilities from its own funds, apart from the City's fund provided in this Contract.
- F. Otherwise, all expenses in any way pertaining to the Events shall be the sole and separate liability of Comité. The City assumes no financial responsibility of any kind or nature relative to the Events beyond its contributions provided in this Contract. **Note: The availability of City equipment, supplies, furniture, and other city property are subject to change as other City needs may take priority. Also, the city may impose a fee for using its property, following the proper procedures to do so.**

SECTION FIVE. FORCE MAJEURE

Neither Comité nor the City shall be liable for cancelation due to acts or regulations of public authorities, labor strike, civil unrest, interruption or delay of transportation, or any other cause beyond the Parties' reasonable control.

SECTION SIX. LIABILITY INSURANCE

Comité shall carry liability insurance for an effective period that covers the date of the Events, preparation for the Events, and tear down from the Events, in the amount of at least one million dollars U.S. (\$1,000,000 U.S.) per occurrence and two million dollars U.S. (\$2,000,000) in the aggregate with an insurance company acceptable to the City, naming the City as an additionally insured and fully protecting and indemnifying the City from every possible claim for accidents or other liabilities to persons and property that might arise in connection with the Events, including preparation for the Events, the Events itself, teardown from the Events and any acts in any way connected with the Events. Comité shall provide the **City Manager with** its Certificate of

Insurance and Endorsement, amending the insurance policy to include the City as additionally insured before the insurance coverage dates.

SECTION SEVEN. BOOKS AND RECORDS

Comité shall keep accurate and current books showing all disbursements and the purpose of disbursements related to the Events. Such books shall be kept in a place convenient for the City, and the City shall have access to and the right to examine such books at any and all reasonable times. The Collective shall provide the **City Manager** an accounting of the City's funds no later than the third Monday in April of 2024. The accounting shall include receipts for all purchases, proof of payment for services such as artists and entertainers, and other services necessary to put on the Cesar Chavez Celebration Events. The Comité shall organize this proof in chronological order the expenses were incurred and provide a spreadsheet of the expenses with columns for the "date" the expense was incurred, the name of the "provider" of the goods or services, the description of "item or service" purchased, and the "cost." The spreadsheet shall include the total amount at the bottom of the cost column. Other information may be provided, but the above list is the minimum information required for the accounting.

Comité shall prepare a report for presentation to the City Council, which shall include promotional materials used to attract people to the Events (the promotional materials must prominently display the "San Luis, Arizona), photographs of the activities, and a narrative of the activities and the number of people who attended.

SECTION EIGHT. COMPLIANCE WITH ALL LAWS

Each Party agrees that it will comply with all laws, statutes, ordinances, rules, and regulations of any government that affect the performance of this Contract.

SECTION NINE. ASSIGNMENT

The rights of each Party are personal to that Party, and such rights may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other Party.

SECTION TEN. NO WAIVER

The failure of either Party to insist upon the performance of any of the terms and conditions of this Contract or the waiver of any breach of any of the terms and conditions of this Contract shall not be construed as subsequently waiving any such terms and conditions, but the term or condition shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

SECTION ELEVEN. TERMINATION ON DEFAULT

If Comité fails to comply with any of the terms and conditions of this Contract, the City may terminate this Contract immediately, in which case the City shall have no further liability or obligation to Comité.

SECTION TWELVE. GOVERNING LAW, VENUE, AND ATTORNEYS' FEES

It is agreed that this Contract shall be governed by, construed, and enforced under the laws of Arizona. The venue shall be in Yuma County, Arizona. If any legal action is filed in relation to this Contract, the unsuccessful Party in the action shall pay to the successful Party, in addition to all the sums that either Party may be called on to pay, a reasonable sum for the successful Party's attorneys' fees.

SECTION THIRTEEN. SEVERABILITY

The invalidity of any portion of this Contract shall not be deemed to affect the validity of any other provision. If any provision of this Contract is held to be invalid by a court of competent jurisdiction or by operation of controlling legislation, the Parties agree that the remaining provisions shall be deemed to be in full force and effect.

SECTION FOURTEEN. ENTIRE AGREEMENT

This Contract shall constitute the entire agreement between the Parties. Any prior understanding or representation of any kind preceding the date of this Contract shall not be binding upon either Party except to the extent incorporated in this Contract.

SECTION FIFTEEN. MODIFICATION

Any modification of this Contract or additional obligation assumed by either Party in connection with this Contract shall be binding only if placed in writing and signed by an authorized representative of each Party.

SECTION SIXTEEN. HEADINGS

The titles to the sections of this Contract are solely for the convenience of the Parties. The titles of the sections shall not be used to explain, modify, simplify, or aid in interpreting the provisions of this Contract.

SECTION SEVENTEEN. COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

SECTION EIGHTEEN. AUTHORITY

Each Party has full power and authority to enter into and perform this Contract. The people signing this Contract on behalf of each Party represent that they have been properly authorized and empowered to enter into this Contract. This Contract shall become effective once signed by all Parties.

[Intentionally left blank, signature page follows]

The Parties have executed this Contract in San Luis, Yuma County, Arizona, on the day and year first set forth above (which is the date of the Last Party's signature).

City of San Luis, Arizona

Nieves Riedel
Mayor

Date:_____

ATTEST:

APPROVED AS TO FORM:

Sonia Cornelio, City Clerk

Kay Marion Macuil, City Attorney

Comité De Bien Estar, Inc.

Marco Antonio (Tony) Reyes
Executive Director

Date:_____