

## CONTRACT AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

STATE OF TEXAS           §

**PROJECT:** *Planning, Promotion,  
and Production Services for Iconic  
Music Event*

COUNTY OF BELL           §

**Date: June 17, 2024**

This is an agreement by and between the City of Temple, Texas, a Texas home rule City (hereinafter called **CITY**), acting through its duly authorized agent, Brynn Myers, City Manager, and Soundskilz, Inc. (hereinafter called **CONSULTANT**).

**WHEREAS**, the **CITY** desires to obtain professional consulting services for planning, promotion, and production of the an iconic music festival, hereinafter called the **PROJECT** or the **EVENT**, and more specifically described herein; and

**WHEREAS**, the **CONSULTANT** is qualified and capable of performing the professional consulting services proposed herein, is acceptable to the **CITY**, and is willing to enter into an Agreement with the **CITY** to perform such services.

**NOW, THEREFORE, BE IT RESOLVED**, that the parties do mutually agree as follows:

### ARTICLE 1 TERM

**1.1** The Term of this Agreement shall be the period from the date of Execution of this Agreement until December 31, 2027. This Agreement provides for potential options to renew for up to three (3) additional **EVENTS**, if mutually agreed to in writing by the **CITY** and the **CONSULTANT**.

**1.2** The payment of any funds in future budget years, as may be provided for in this Agreement, shall be subject to annual appropriation by the City Council in the annual budget. The **CITY'S** obligations under this Agreement shall not constitute a general obligation of the **CITY** or indebtedness under the constitution or laws of the State of Texas. Nothing contained herein shall ever be construed so as to require the **CITY** to create a sinking fund, or to assess, levy, and collect any tax to fund its obligations under this Agreement. Notwithstanding anything contained herein to the contrary, the **CITY** will have the right to withdraw from this Agreement on the last day of the **CITY'S** fiscal year if the City Council fails to appropriate funds to cover the cost of this Agreement in the upcoming fiscal year budget, and in the event of such termination, **CONSULTANT'S** services will terminate at the conclusion of the currently funded fiscal year.

### ARTICLE 2 BASIC SERVICES

**2.1** The **CITY** agrees to retain the **CONSULTANT**, and the **CONSULTANT** agrees to perform professional consulting services for the **PROJECT** as an independent contractor and professional consultant as set forth in the sections following and in the attached exhibits, which are incorporated herein by reference; and the **CITY** agrees to pay, and the **CONSULTANT** agrees to accept fees as specified herein as full and final compensation for the work accomplished.

**2.2** The **CONSULTANT** will provide the services as detailed in *Exhibit A - Scope of Services*, attached hereto and incorporated herein for all purposes.

**2.3** The **CONSULTANT** will render the professional services necessary for the **EVENT** as set forth herein and as attached, in a professional and workmanlike manner, and to the satisfaction of the City. Upon receipt of the **CITY's** written authorization to proceed, the **CONSULTANT** will perform services as outlined in the **CITY's Request for Proposals (RFP) #32-03-24 Iconic Music Event Production Services** and the **CONSULTANT's Proposal dated February 26, 2024**, incorporated herein by reference and in the Scope of Services, attached as Exhibit A. In the event of a conflict between the terms and conditions of this Agreement, the RFP, the Proposal, or the Exhibits, the term or condition most favorable to the City, in the City's sole discretion, shall control.

**2.4** The **CONSULTANT** understands and agrees that all expenditures made in furtherance of this Agreement and as contemplated in the rendition of the **CONSULTANT'S** services hereunder are public taxpayer funds and **CONSULTANT**, acknowledging the same, agrees to use such procurement methods and selection processes for all goods and services necessary for the Event which will render the best value for the **CITY**.

**2.5** The **CONSULTANT** shall make every reasonable effort to maintain the stability and continuity of **CONSULTANT's** key personnel and subcontractors throughout the term of this Agreement and shall promptly notify the **CITY** of any such changes.

**2.6** Unless otherwise specified in *Exhibit A - Scope of Services*, the **CONSULTANT** shall have no responsibility for the following:

1. Securing funding to finance the Event expenses;
2. Any other scope of work not explicitly defined in this Agreement or otherwise agreed to in writing by both parties; and
3. Any scope of work not specifically identified during the Event Budget creation portion of the **PROJECT**.

### **ARTICLE 3 ADDITIONAL SERVICES**

**3.1** The outline of the scope of work set forth in Article 2 will be considered sufficient to perform the work.

**3.2** The **CONSULTANT** will furnish Additional Services only when agreed between **CITY** and **CONSULTANT** in writing and only after such Additional Services have been approved by the **CITY** and additional funds have been authorized by the City Council, if necessary.

### **ARTICLE 4 COMPENSATION**

#### **4.1 PAYMENT FOR BASIC SERVICES**

**4.1.1** The **CITY** will pay **CONSULTANT** a Production Fee, Talent Booking Fee, and Sponsorship Solicitation and Support Fee as outlined in *Exhibit B – Compensation*.

**4.1.2** The **CONSULTANT** shall pay the **CITY** a share of the Profit as outlined in *Exhibit B - Compensation*. Profit shall be calculated as the positive balance, if any, existing after all Event expenditures and Event revenues have been reconciled at the conclusion of the Event after the City has been reimbursed for all **EVENT EXPENSES**, including the Production Fee.

**4.1.3** All payments made by the **CITY** to the **CONSULTANT** shall be made by wire transfer.

**4.1.4** In no event will the **CONSULTANT** ever be paid more than the total amount of services performed at the date that the **CONSULTANT** is notified that the **CITY** does not wish to proceed with the **PROJECT**, or otherwise terminates this agreement in accordance with the termination clause contained in Article 9.

**4.1.5** **CONSULTANT** will allow **CITY** or its representative to perform audits or review **CONSULTANT'S** records related to the Event, if necessary, to verify the expenses incurred contained in applications for payment.

## **4.2 PAYMENT FOR ADDITIONAL SERVICES**

**4.2.1** Payment for Additional Services *approved by the CITY* will be made monthly, based upon presentation of invoices, statements and billings to the **CITY** sufficient to show the work accomplished. Under no conditions will any additional services be paid for unless the **CONSULTANT** has received prior written authorization from the **CITY** for such work.

## **4.3 EVENT BUDGET**

**4.3.1** The **CONSULTANT** shall obtain the **CITY'S** prior written approval of the Event Budget before the **CONSULTANT** can proceed with any services under this Agreement. The creation of the Event Budget is part of the scope of services found in *Exhibit A – Scope of Services* and written approval of an Event Budget will be considered and included as an addendum to this Agreement forthcoming. The Event Budget will be added to the Agreement as *Exhibit C – Event Budget* and will be incorporated and a fully integral part of this Agreement.

**4.3.2** In no event shall **CONSULTANT** exceed the Not to Exceed amount as set forth in *Exhibit C – Event Budget* without the prior written express consent of the **CITY** and a written Notice to Proceed.

**4.3.3** **CONSULTANT** shall maintain copies of all invoices and expenses paid from the Event Budget and provide the **CITY** with copies.

## **4.4 CHANGES IN EVENT BUDGET**

**4.4.1** The **CONSULTANT** shall notify the **CITY** immediately of any anticipated or known material increase to an individual line item or group of related items within the Event Budget which will result in a change in price for any reason and increase by more than \$10,000. The **CITY** will have 24 business hours from confirmed receipt of notice to approve, modify, or cancel the relevant Scope of Services related to the material increase in writing to the **CONSULTANT**. Failure of the **CITY** to modify or cancel the Services within the notice period shall constitute approval of the material increase and bind **CITY** to the finance obligations associated therewith.

**4.4.2** The **CITY** may request changes to the Scope of Services for an Event which shall be submitted to **CONSULTANT** in writing. The **CONSULTANT** will provide the **CITY** with a written analysis and financial estimate as soon as reasonably possible, detailing the costs and feasibility of the **CITY's** request. The **CITY's** request shall not become binding upon **CONSULTANT** nor be included in the Scope of Services, unless and until the **CITY** and **CONSULTANT** execute an amendment to this Agreement.

## **ARTICLE 5 SERVICES BY THE CITY**

**5.1** In general, the **CITY** through its contract administrator will render services as follows:

**5.1.1** Provide available criteria and full information as to the **CITY'S** requirements for the **PROJECT**.

**5.1.2** Assist the **CONSULTANT** by placing at his disposal all available data and information pertinent to previous operations, reports, and any other data affecting the consulting services for the **PROJECT**.

**5.1.3** Respond promptly in writing to requests by the **CONSULTANT** for authorization to proceed, selections, or requests for City's desired direction.

**5.1.4** Examine information submitted by the **CONSULTANT** and render decisions pertaining thereto, promptly, to avoid unreasonable delay in the progress of the **CONSULTANT'S** services.

**5.1.5** Furnish required information as expeditiously as necessary for the orderly progress of the work.

**5.2** The **CONSULTANT** will be entitled to rely upon the **CITY'S** administrator regarding decisions made by **CITY**; further, all notices or information will be deemed made when conveyed in writing to the administrator.

**5.3** The services, information, and reports required above will be furnished at the **CITY'S** expense.

## **ARTICLE 6 PROJECT DOCUMENTS**

**6.1** All documents, including but not limited to, graphic design, logos, promotional material, advertising, reports, audits, books, contracts, and other documents pertaining to the **PROJECT**, completed or partially completed, will be the property of the **CITY**. **CONSULTANT** shall provide the **CITY** with a copy of all contracts for goods and services used in the fulfillment of **CONSULTANT'S** services under this Agreement.

**6.2** All subcontracts and contracts for goods or services related to the **PROJECT** shall be assignable to the **CITY**. **CONSULTANT** shall provide a copy of all executed contracts to the **CITY** no later than 60 days prior to the **EVENT**. **CONSULTANT** shall provide a copy of all executed talent contracts to the **CITY** no later than six (6) months prior to the **EVENT**.

**6.3** **CONSULTANT**, its subcontractors, agents and employees will be liable to **CITY** for any loss or damage to any such documents while they are in the possession of or while being worked upon by the **CONSULTANT** or anyone connected with him. All documents so lost or damaged will be replaced or restored by **CONSULTANT** without cost to the **CITY**.

## **ARTICLE 7 NOTICE TO PROCEED; SCHEDULING OF WORK**

**7.1** It is understood and agreed that the **CONSULTANT** will work as an Independent Contractor but the **CITY** will have ultimate control of the services to be rendered, and that no work will be done under this Agreement until the **CONSULTANT** is instructed in writing to proceed with the work. **CONSULTANT** will follow all planning, pre-performance, setup and **EVENT** timelines established by the **CITY**.

## **ARTICLE 8 ASSIGNMENT**

**8.1** The Parties each hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this contract. Neither party will assign, sublet nor transfer any interest in this contract without the advanced written authorization of the other.

## **ARTICLE 9 TERMINATION; FORCE MAJEURE**

**9.1** In connection with the work outlined in this contract, it is agreed and fully understood by the **CONSULTANT** that the **CITY** may cancel or indefinitely suspend further work hereunder or terminate this contract upon thirty (30) days written notice to the **CONSULTANT** with the understanding that immediately upon receipt of said notice all work and labor being performed under this contract will cease. Before the end of such thirty (30) day period **CONSULTANT** will invoice **CITY** for all work satisfactorily completed and will be compensated in accordance with the terms of this Agreement. All data, records, documents and other work related to the **PROJECT** will become the property of the **CITY** upon termination of this Agreement.

**9.2** Nothing contained in paragraph 9.1 above will require the **CITY** to pay for any work which is unsatisfactory as determined by the City or which is not submitted in compliance with the terms of the Agreement. The **CITY** will not be required to make any payments to the **CONSULTANT** when the **CONSULTANT** is in default under this Agreement, nor will this article constitute a waiver of any rights, at law or at equity, which the **CITY** may have if the **CONSULTANT** is in default, including the right to bring legal action for damages or to force specific performance of this contract.

**9.3** **CONSULTANT** understands and agrees that time is of the essence and that any failure of the **CONSULTANT** to complete its services within the time limit established herein will constitute a material breach of this Agreement. The **CONSULTANT** will be fully responsible for any delays or for failures to use its best efforts in performing in accordance with the terms of this Agreement. Where damage is caused to the **CITY** due to the **CONSULTANT'S** failure to perform in this manner, the **CITY** may withhold all or any portion of the **CONSULTANT'S** payments hereunder without waiver of any of the **CITY'S** additional legal rights or remedies.

**9.4** The **CONSULTANT** will have the right to terminate this Agreement, on one hundred eighty (180) days written notice to the **CITY** should the **CITY** default on its obligations herein. In the event of termination, the **CONSULTANT** will be paid for all services rendered to date of termination. Nothing contained herein will constitute a waiver of **CONSULTANT'S** right to bring a suit for damages or to enforce specific performances of this Agreement under these circumstances. In the event of termination hereunder, **CONSULTANT** will invoice **CITY** for all work satisfactorily completed up to the date of this notice of termination and will be compensated in accordance with the terms of Agreement.

**9.5** If **CONSULTANT** prematurely terminates this Agreement prior to the end of the term, or fails to fulfill its obligations in accordance with this Agreement, in order to offset the **CITY's** difficulty in securing like-kind services on short notice to produce a high-quality iconic full scale music festival, and in acknowledgement that the **CITY's** damages in the event of **CONSULTANT's** premature termination would be difficult or impossible to accurately calculate, **CONSULTANT** agrees to pay, not as penalty, but as liquidated damages, an amount of \$500,000 for early not-for-cause termination by **CONSULTANT**.

**9.6** Notwithstanding anything contained herein to the contrary, the **CITY** will have the right to withdraw from this Agreement on the last day of **CITY'S** current fiscal year in the event of non-appropriation of funds by its governing body.

**9.7** Neither Party will be in breach of this Agreement due to unforeseen force majeure events due to acts of God, natural disaster, act of war or terrorism, riot or civil unrest, insurgence, unavoidable labor condition, governmental condition, order, or law, epidemic or pandemic, emergency state, or other similar events beyond the reasonable control of the Party so affected.

## **ARTICLE 10 VENUE**

**10.1** Venue and jurisdiction of any suit or right or cause of action arising under or in connection with this Agreement will be exclusively in Bell County, Texas, and any court of competent jurisdiction will interpret this Agreement in accordance with the laws of the State of Texas. The prevailing party in an action brought under or concerning this Agreement may recover costs of court, attorney's fees, and expert witnesses' and consultants' fees.

## **ARTICLE 11 CONTRACT AGREEMENT**

**11.1** This instrument represents the entire understanding between the **CITY** and the **CONSULTANT** in respect to the **PROJECT** and may only be modified in writing signed by both parties.

## **ARTICLE 12 UNLAWFUL PROVISIONS DEEMED STRICKEN**

**12.1** If this Agreement contains any unlawful provisions not an essential part of the Agreement, and which shall do not appear to have been a controlling or material inducement to the making thereof, such unlawful provisions shall be of no effect. Upon the application of either party or the ruling of a court of competent jurisdiction, the unlawful provision shall be considered stricken from the Agreement without affecting the remainder of the Agreement.

## **ARTICLE 13 RESPONSIBILITIES FOR CLAIMS AND LIABILITIES; NO WAIVER OF IMMUNITY**

**13.1** Approval by the **CITY** will not constitute nor be deemed a release of the responsibility and liability of the **CONSULTANT**, his employees, subcontractors, agents and consultants for the accuracy and competency of their work, nor will such approval be deemed to be an assumption of such responsibility by the **CITY** for any defect or error in any work or documents prepared by the **CONSULTANT**, his employees, subcontractors, agents and consultants.

**13.2** The **CITY** does not waive any statutory or common law right to sovereign immunity by virtue of execution of this Agreement.

## **ARTICLE 14 INDEMNIFICATION**

**14.1** ***THE CONSULTANT WILL INDEMNIFY, DEFEND, AND HOLD THE CITY AND ALL OF ITS OFFICERS, AGENTS, SERVANTS, AND EMPLOYEES HARMLESS FROM ANY LOSS, DAMAGE, LIABILITY OR EXPENSE, INCLUDING COSTS OF COURT, REASONABLE ATTORNEYS' FEES, EXPERT WITNESSES' AND CONSULTANTS' FEES, ON ACCOUNT OF***

***CONSULTANT'S OBLIGATIONS AND DUTIES UNDER THIS AGREEMENT, INCLUDING ALL SUBCONTRACTS, DAMAGE TO PROPERTY AND/OR INJURIES, INCLUDING DEATH, TO ALL PERSONS, DUE TO ANY ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, BREACH OF ANY OBLIGATION UNDER THIS AGREEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER UNDER THIS AGREEMENT, CAUSED BY CONSULTANT OR ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES, OR OTHER PERSONS ACTIONS FOR WHOM CONSULTANT IS LIABLE, AND SHALL PAY ALL EXPENSES AND SATISFY ALL JUDGMENTS WHICH MAY BE INCURRED BY OR RENDERED AGAINST THEM, OR ANY OF THEM IN CONNECTION WITH THIS AGREEMENT. CONSULTANT SHALL INDEMNIFY CITY FOR ALL CLAIMS FROM SUBCONTRACTORS, INCLUDING ARTISTS AND VENDORS, MADE AS A RESULT OF EVENT CANCELCATION OR FORCE MAJEURE EVENT.***

***14.2 THE INDEMNITY OBLIGATIONS HEREIN SHALL SURVIVE THE TERMINATION OF THE CONTRACT FOR ANY REASON AND SHALL SURVIVE THE COMPLETION OF THE WORK.***

## **ARTICLE 15 INSURANCE**

**15.1** The **CONSULTANT** will maintain at all times event cancelation and/or weather insurance in amounts to adequately protect the City against losses due to inclement weather events, acts of God, power blackouts, epidemic or pandemic, non-appearance of a key entertainer, riots, civil commotion, or other "all cause" cancelation risks and perils, providing this coverage type is available, with the policy premium amount approved by the City and funded in the Event Budget. The City must agree to the types and amounts of coverage and approve the policies in writing.

**15.2** **CONSULTANT** shall provide adequate insurance covering the **CONSULTANT's** work and the **EVENT**.

**15.3** **CONSULTANT** agrees to maintain public liability insurance during the term of this agreement in a minimum amount of \$1,000,000 per occurrence and \$2,000,000 aggregate.

**15.4** **CONSULTANT** will further maintain product liability insurance, or other similar coverage, covering the service of food at a public event.

**15.5** **CONSULTANT** will further maintain alcohol liability coverage, including host liquor liability.

**15.6** **CONSULTANT** will further maintain commercial general liability coverage, including but not limited to Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Continuing Operations, Independent Contractors and Contractual Liability, with minimum combined single limits of \$1,000,000 per occurrence, \$1,000,000 Products/Completed Operations Aggregate and \$2,000,000 general aggregate. Coverage must be written on a per occurrence form.

**15.7** **CONSULTANT** will further maintain Business Automobile Liability insurance covering owned, hired, and non-owned vehicles, with a minimum combined bodily injury and property damage limit of \$1,000,000 per occurrence.

**15.8** **CONSULTANT** will maintain Worker's Compensation insurance with statutory limits and Employers' Liability coverage with minimum limits of \$100,000 per accident or disease per employee, and a per policy aggregate of \$500,000.

**15.9** **CONSULTANT** further agrees that with respect to the above required liability insurances, the **CITY** will:

1. *Be named as additional insured for general liability insurance and automobile liability insurance.*
2. *Be provided with a waiver of subrogation, in favor of CITY on all policies.*
3. *Be provided with 30 days advance written notice of cancellation, nonrenewal, or reduction in coverage (all 'endeavor to' and similar language of reservation stricken from cancellation section of certificate).*
4. Prior to execution of this Agreement, be provided with either their original Certificate of Insurance or insurance policy evidencing the above limits and requirements, subject to approval by the City Attorney's Office.

**15.10** The insurance requirements set out in this section are independent from all other obligations of **CONSULTANT** under this Agreement and apply whether or not required by any other provision of this Agreement.

## **ARTICLE 16 COMPLIANCE WITH LAWS**

**16.1** The **CONSULTANT**, his consultants, agents and employees and subcontractors, will comply with all applicable Federal and State laws, the Charter and Code or Ordinance of the City of Temple, and all other applicable rules and regulations promoted by all local, State and National boards, bureaus and agencies.

## **ARTICLE 17 CONSULTANT'S CERTIFICATION**

**17.1** **CONSULTANT** certifies that neither it, nor any of its agents or employees, have or will offer or accept gifts or anything of value, or enter into any business arrangement, with any employee, official, or agent of the City.

**17.2** **CONSULTANT** certifies, pursuant to Texas Government Code Chapter 2271, that it does not boycott Israel and will not boycott Israel during the term of this Agreement. **CONSULANT** further certifies, pursuant to Texas Government Code Chapter 2252, Subchapter F, that it does not engage in business with Iran, Sudan, or a foreign terrorist organization as may be designated by the United States Secretary of State pursuant to his authorization in 8 U.S.C. Section 1189.

**17.3** **CONSULTANT** certifies, pursuant to Texas Government Code, Title 10, Subchapter F, Chapter 2276, if the Company has 10 or more full-time employees and the contract value is \$100,000 or more, Company certifies that it does not boycott energy companies and will not boycott energy companies during the term of this contract.

**17.4** **CONSULTANT** certifies, pursuant to Texas Government Code, Title 10, Subchapter F, Chapter 2274, if the Company has 10 or more full-time employees and the contract value is \$100,000 or more, Company certifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and that it will not discriminate during the term of this contract against a firearm entity or firearm trade association.



## **ARTICLE 18 NOTICES**

**18.1** Whenever any notice is required or permitted under this Agreement or by law, it shall be in writing and shall be delivered (i) electronically; (ii) personally, with acknowledgment of receipt being obtained by the delivering Party; (iii) by U.S. Certified Mail, return receipt requested; or (iv) by overnight delivery service by a reliable company, such as Federal Express or the United Parcel Service.

If notice is given by U.S. Certified Mail, then the notice shall be deemed to have been given on the second (2nd) Business Day after the date the envelope containing the notice is deposited in the U.S. Mail, properly addressed to the Party to whom it is directed, postage prepaid. Notice made by personal delivery or overnight delivery shall be deemed given when received. Notice given electronically shall be deemed given the next City business day after it has been successfully sent.

This contract will be administered on the **CITY'S** behalf by Holly Leiferman, Program Coordinator. All notices, documentation, or questions arising under this Agreement should be addressed to the **CITY's** contract administrator at:

City of Temple  
Parks and Recreation Department  
Attn: Holly Leiferman  
1701 N. General Bruce Drive  
Temple, TX 76501

A copy of all required notices shall also be provided to:

City of Temple  
City Attorney's Office  
2 North Main Street. Ste. 308  
Temple, Texas 76501

All written notices from **CITY** to **CONSULTANT** will be addressed to the **CONSULTANT** as follows:

Soundskilz, Inc.  
Stephen Clayton  
31600 FM 3009  
New Braunfels, Texas 78132

## **ARTICLE 19 CAPTIONS**

**19.1** The captions of this Agreement are for information purposes only and will not in any way affect the substantive terms and conditions of this Agreement.

## **ARTICLE 20 EXECUTION OF AGREEMENT**

**20.1** The execution of this Agreement shall proceed as follows: signature of the **CONSULTANT** (and the Corporate Secretary and seal, if applicable) shall be affixed hereto, whereupon the Agreement shall be submitted to the City Attorney's Office for review and approval. After such approval, the Agreement shall then be signed by the City Manager. An executed original of this Agreement shall be kept on file in the City Secretary's Office.

**IN WITNESS WHEREOF**, the City of Temple, Texas has caused these presents to be executed by its City Manager and attested by its City Secretary and executed by Soundskilz, Inc.

**THE CITY OF TEMPLE, TEXAS**

DocuSigned by:

*Brynn Myers*

E37CE5415DD84F8...

Brynn Myers, City Manager

ATTEST:

DocuSigned by:

*Jana Luellen*

BE00FCD886A84BA...

City Secretary

DocuSigned by:



**SOUNDSKILZ, INC.**

DocuSigned by:

*Stephen J. Clayton*

ADCB292639E94C...

Stephen J. Clayton, President

ATTEST:

APPROVED AS TO FORM:

DocuSigned by:

*Charla Thomas*

A2711B6632734E2...

City Attorney's Office

## EXHIBIT A – SCOPE OF SERVICES

### 1. SUMMARY

**CONSULTANT** will provide well-qualified, full concert/festival planning, promotion, and production services for an iconic music festival for the **CITY**. The **EVENT** will be exclusive, high quality, country music festival in Temple that will generate overnight stays, positively impact the local economy, and be a signature event for the **CITY** and the region.

**CONSULTANT** acknowledges and understands that all expenditures made by the **CITY** in furtherance of the **EVENT** and/or Agreement with the **CONSULTANT** are public taxpayer funds and the selected **CONSULTANT** agrees to use procurement methods and selection processes for all goods and services which will render the best value for the **CITY**.

### 2. GENERAL REQUIREMENTS

**CONSULTANT** shall be an experienced professional which provides recommendations to the **CITY** to establish and produce an iconic **EVENT**. The following minimum requirements must be included in the **EVENT**:

- a. Music genre shall be country
- b. **EVENT** shall be for two days with the option to add a third day
- c. **EVENT** shall be held in September 2025 (excluding Labor Day weekend), and a comparable weekend annually thereafter. The **CONSULTANT** shall work with the **CITY** to determine exact dates for each **EVENT**.
- d. **EVENT** location shall be a mutually agreed upon **CITY**-owned property. The 2025 **EVENT** will be held at MLK Festival Grounds, 301 South 4th Street.
- e. Headliner(s) shall be a national touring artist(s)
- f. Food shall include specialty food items with limited carnival food options (nachos, corn dogs, popcorn, etc.)
- g. Alcoholic beverages shall include beer, wine, and spirits
- h. Fee proposal shall contain a net profit share benefit for the **CITY**

### 3. CONSULTANT RESPONSIBILITIES

**CONSULTANT's** responsibilities shall include, but are not limited to, all services needed to successfully hold an iconic **EVENT** such as staffing and event management, talent buying and related artist services, technical production services, marketing and advertising, sponsorship acquisition, and ticket sales; provided, however, this list is not exhaustive or all inclusive. **CONSULTANT** shall provide turnkey even production services to the **CITY** and will work as a partner with the **CITY** and produce the **EVENT** from planning stages through execution and debriefing. The **CONSULTANT** shall provide the following services, at a minimum:

#### a. Event Budget

**CONSULTANT** shall create an **EVENT** operational budget for the **CITY's** approval for each annual **EVENT**. The Event Budget shall be as accurate as possible. **CONSULTANT** shall be responsible for production of the **EVENT** within the established and approved Event Budget.

**b. Talent Procurement and Management**

1. **CONSULTANT** shall be responsible for acquiring, booking, and contracting national, regional, and local talent for performance at the **EVENT**. Headliners shall be national touring artist(s). **CONSULTANT** shall obtain written approval of each act from the **CITY** prior to booking.
2. **CONSULTANT** shall provide a production manager to oversee talent onsite from talent arrival to departure, including hospitality, food and drink, accommodations, and transportation as negotiated with talent.
3. **CONSULTANT** shall provide the **CITY** with a copy of an executed contract for all talent no later than six (6) months prior to the **EVENT**. The contracts shall be assignable to the **CITY**; any exceptions must be approved in writing by the **CITY** prior to execution of the contract.

**c. Site Coordination and Management**

**CONSULTANT** shall work with **CITY** staff for all site coordination and logistics management to provide a professional and well-produced **EVENT**. **CONSULTANT** shall provide **PROJECT** analysis and site planning including production concepts, design, and layout with logical flow. **CONSULTANT** shall arrange for the following:

1. Submission of an Outdoor **EVENT** Application found at:  
[https://www.templeparks.com/facilities\\_rentals/outdoor\\_event\\_application.php](https://www.templeparks.com/facilities_rentals/outdoor_event_application.php)
2. Stage management and staffing management.
3. **EVENT** security services; a security plan shall be approved by the Temple Police Department, in writing.
4. Site set up including, but not limited to: barricades, signage, vendors, portable toilets/restrooms, and other related functions.
5. All required electrical services including any generators or back up power and any on-site staff necessary to service equipment.
6. Clean up services during the **EVENT** and directly thereafter. All cleanup of the **EVENT** site shall be completed within seven (7) calendar days of conclusion of the **EVENT**.
7. All on-site signage including, but not limited to, any signage provided by the **CITY** (i.e., sponsor signage, other **CITY** events advertising, etc.)
8. On-site food and beverage management.
9. Provision of any tables and tents as required or requested.
10. On-site sponsor and any other vendor management.

**d. Food and Beverage Vendor Management**

**CONSULTANT** shall provide and manage food and beverage vending services for sale at the site during the **EVENT** and secure all necessary permits.

1. **CONSULTANT** shall hire sufficient food vendors featuring a variety of offerings with a focus on local food vendors from Temple, the surrounding metro area, and Central Texas and limited “carnival” food items (nachos, corn dogs, popcorn, etc.)
2. **CONSULTANT** shall obtain required permits from the **CITY** and/or the State.
3. **CONSULTANT** shall hire sufficient alcoholic beverage vendors to provide beer, wine, and spirits. **CONSULTANT** is encouraged to feature local breweries, distilleries, and wineries from Temple, the surrounding metro area, and Central Texas.
4. The **CITY** is not responsible for collecting and remitting any sales tax collected from food and beverage to the **EVENT**. Further, **CONSULTANT** or the approved food and beverage management company will be responsible for any and all sales tax collected by the **EVENT** and is obligated to report and file such sales tax or mixed beverage gross receipts tax.

**e. Website, Social Pages, Marketing and Graphic Design**

1. **CONSULTANT** shall be responsible for all graphic design related to the **EVENT** including, but not limited to: **EVENT** branding, digital needs, banners, signage, fliers, etc. The **CITY** must approve all designs in writing before publication.
2. **CONSULTANT** shall be responsible for marketing the **EVENT**. The **CONSULTANT** shall develop and execute an advertising plan to promote the **EVENT**. **CONSULTANT** shall purchase and track all media buys. **CONSULTANT** shall create and maintain an active website for the **EVENT**. **CONSULTANT** shall develop a content strategy for social media for the **EVENT** and maintain all platforms to include Facebook, Instagram, and X. The **CITY** shall approve all communications in writing prior to publication.

**f. Sponsorship Solicitation and Support**

1. **CONSULTANT** shall solicit and secure sponsorships for the **EVENT** to assist with the Event Budget and production. After sponsorships are secured, **CONSULTANT** shall ensure delivery of sponsor benefits and recognition.
2. When soliciting local sponsors who may or may not already sponsor **CITY** events and activities, the **CONSULTANT** and **CITY** will coordinate on solicitation efforts.
3. **CONSULTANT** shall implement revenue strategies to maximize revenues.

**g. Ticket Sales**

The **CONSULTANT** shall be responsible for **EVENT** ticket sales.

**h. Debriefing**

1. **CONSULTANT** shall submit a preliminary written report to the **CITY** no later than 10 business days following the conclusion of the **EVENT**. The report shall detail, at a minimum, food and beverage revenue totals and split breakdowns, crowd size, weather conditions, and any issues with the site, crowd, security, or talent. A final report shall be submitted within 60 days following the conclusion of the **EVENT**.
2. If both parties agree on a contract extension for the subsequent year, both parties shall meet to review the preceding **EVENT** and discuss the next year's **EVENT**. This meeting shall take place within 30 calendar days following the **EVENT**.

**4. CITY RESPONSIBILITIES**

The **CITY** will provide the following to assist the **CONSULTANT**:

- a. Use of **CITY** property
- b. Notification to surrounding neighborhoods about the **EVENT**
- c. **CITY**-required on-site inspections
- d. Refuse containers (trash cans, roll offs, etc.) and disposal of roll off containers at conclusion of each **EVENT** day. The **CITY** will not be responsible for collection or disposal of trash cans during the **EVENT**.
- e. Coordination with Temple Police Department (TPD) to provide **EVENT** security, provided, however, the cost of TPD's service will be included in calculation of net profit; any third-party security services are to be obtained and provided by the **CONSULTANT**.

## **EXHIBIT B – COMPENSATION**

The **CITY** agrees to compensate the **CONSULTANT** through the following:

1. Initial Producer Fee of \$25,000 paid at execution of the Agreement for services needed to determine *Exhibit C - Event Budget*. Total Producer Fee will include the Initial Producer Fee paid to the **CONSULTANT**.
2. Producer Fee of 12.5% of the **CITY** approved Event Budget, excluding Talent Fees expenses and Talent Booking Fee, when the total Event Budget is less than \$4 million. Producer Fee of 10% of the **CITY** approved Event Budget, excluding Talent Fees expenses and Talent Booking Fee, when the total Event Budget is \$4 million or more.
3. Talent Booking Fee of 10% paid against all Talent Fees contracted by the **CONSULTANT** will be paid outside of the Event Budget.
4. Sponsorship Solicitation and Support Fee of 10% paid against all non-ticketed revenue obtained by the **CONSULTANT**.
5. Profit Sharing of 70% of net profits to **CITY** and 30% to **CONSULTANT**.