

RESOLUTION NO. {{item.sequential\_number}}

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, RATIFYING A PROFESSIONAL CONSULTING SERVICES AGREEMENT WITH SOUNDSKILZ, INC. OF NEW BRAUNFELS, TEXAS FOR PLANNING, PRODUCING, AND PROMOTING AN INAUGURAL ICONIC MUSIC FESTIVAL, TO BE COMPENSATED IN A PERCENTAGE FEE BASED ON THE EVENT BUDGET, TALENT BOOKING FEES, AND THE SPONSORSHIP, SOLICITATION, AND SUPPORT ACQUIRED BY SOUNDSKILZ, INC., AS WELL AS A PROFIT SHARE SPLIT BETWEEN THE PARTIES, IF ANY IS REALIZED AFTER EXPENDITURES AND REVENUES ARE RECONCILED; AND PROVIDING AN OPEN MEETINGS CLAUSE.

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**Whereas**, ratification of this professional consulting services agreement (the “Agreement”) with Soundskilz, Inc. of New Braunfels, Texas will allow for planning, producing, and promoting a new iconic music festival in the City of Temple - the City’s Destination Events Strategic Plan recommended a new iconic event for the City to be held in September;

**Whereas**, Request for Proposals No. 32-03-24 was issued to procure the production and promotion services for this inaugural iconic event - four proposals were received from B-Weiss Entertainment Group, LLC of Dallas, Texas; Event Production Services, LLC of Austin, Texas; Soundskilz, Inc.; and The T. Ronise Group, LLC of Houston, Texas;

**Whereas**, an evaluation committee was comprised of Parks and Recreation, City Manager’s Office, City Attorney’s Office, Finance, and Communications and Marketing Staff, as well as the City’s Destination Events Strategic Planning Consultant - the top three firms from the review of proposals (B-Weiss Entertainment Group, LLC; Event Production Services, LLC, and Soundskilz, Inc.) were invited to participate in the interview phase;

**Whereas**, the evaluation committee determined Soundskilz, Inc. would provide the best value for the City based on its proposal and interview as shown in the evaluation tabulation, attached hereto and incorporated herein as Exhibit A - evaluation factors included demonstrated experience and qualifications, the visioning of the proposed event, the event budget, and compensation and revenue share proposal;

**Whereas**, services provided by Soundskilz, Inc. will include budget preparation, talent procurement and management, site coordination and management, food and beverage vendor management, marketing and promotional management, sponsorship acquisition and support, and ticket sales - the inaugural event is planned to be held over two days in September 2025 at the MLK Festival Grounds;

**Whereas**, under this Agreement, the City will compensate Soundskilz, Inc. as follows:

- An Initial Producer Fee of \$25,000, paid upon execution of the Agreement for services needed to determine the Event Budget; the Total Producer Fee will include the Initial Producer Fee paid to Soundskilz, Inc.;
- A Producer Fee of 12.5 percent of the approved Event Budget, excluding Talent Fees expenses and Talent Booking Fee, when the total Event Budget is less than \$4 million or a Producer Fee of 10 percent of the approved Event Budget, excluding Talent Fees expenses and Talent Booking Fee, when the total Event Budget is \$4 million or more;
- A Talent Booking Fee of 10 percent paid against all Talent Fees contracted by Soundskilz, Inc. paid outside of the Event Budget;
- A Sponsorship Solicitation and Support Fee of 10 percent, paid against all non-ticketed revenue obtained by Soundskilz, Inc.; and
- Profit Sharing, if any, with 70 percent of net profits to the City and 30 percent to Soundskilz, Inc.

**Whereas**, the City entered into a professional consulting services agreement with Soundskilz, Inc. in June 2024 for the Initial Producer Fee of \$25,000 to develop the Event Budget - ratification of this Agreement will allow the City to continue to work with Soundskilz, Inc. for the planning, production, and promotion of the iconic event and to be compensated at a percentage of the Event Budget, Talent Booking Fees, and Sponsorship, Solicitation and Support;

**Whereas**, the Event Budget established under the Agreement anticipates estimated revenues in the amount of \$2,527,889 and estimated expenses in the amount of \$3,024,024 - Soundskilz, Inc. will reimburse the City for expenditures using revenue received from ticket sales, sponsorships, vendors, sales, etc.;

**Whereas**, Soundskilz, Inc. cannot exceed the established Event Budget for the festival without prior express written approval from the City - the goal of Staff and Soundskilz, Inc. is to recoup all event costs and if, after expenditures and revenues are reconciled, the event produces a profit, the City and Soundskilz, Inc. will share the profit 70 percent to the City and 30 percent to Soundskilz, Inc.;

**Whereas**, the City and Soundskilz, Inc. anticipate that revenue and profits will increase with each subsequent year of production and, based on estimates, a net loss can be expected in the first year of the new event in an estimated amount of \$496,135 - it is anticipated that a net profit will be realized after three events with continued growth and success;

**Whereas**, Soundskilz, Inc. will work in cooperation with City Staff to plan and produce the iconic event - the responsibilities of Soundskilz, Inc. 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; however, this list is not exhaustive or all-inclusive;

**Whereas**, Soundskilz, Inc. will provide turnkey event production services to the City, work as a partner with the City, and produce the iconic event from planning stages through execution and debriefing - the City will provide the following to assist Soundskilz, Inc.:

- Use of City property;
- Notification to surrounding neighbors of the event;
- City-required on-site inspections, refuse containers (trashcans, roll-offs, etc.), and disposal of roll-off containers at the conclusion of each event day (the City will not be responsible for collection or disposal of trash cans during the event); and
- Coordination with the Temple Police Department (TPD) to provide event security (provided, however, the cost of TPD's services will be included in the calculation of net profit – any third-party security services are to be obtained and provided by Soundskilz, Inc.).

**Whereas**, the term of the Agreement is June 17, 2024 through December 31, 2027, with the option to renew for up to three additional events, if agreeable to both parties;

**Whereas**, Staff recommends Council ratify a professional consulting services agreement with Soundskilz, Inc. for planning, producing, and promoting an inaugural iconic music festival, to be compensated in a percentage fee based on the event budget, talent booking fees, and the sponsorship, solicitation, and support acquired by Soundskilz, Inc., as well as a profit share split between the parties, if any is realized after expenditures and revenues are reconciled;

**Whereas**, funding for the professional consulting services agreement with Soundskilz, Inc. for planning, producing, and promoting the iconic music festival, with an estimated Event Budget of \$3,024,024, is included in the Fiscal Year 2025 Budget - Soundskilz, Inc. will contract and pay for all talent and services required for the festival and will remit all revenue received for the festival to the City;

**Whereas**, Soundskilz, Inc. fees are included in the estimated Event Budget - Soundskilz, Inc. will be compensated for its services at 12.5 percent of the Event Budget, 10 percent of talent booking fees, 10 percent of sponsorship, solicitation, and support acquired by Soundskilz, Inc., as well as a profit share of 30 percent if any is realized after reconciliation of expenses and revenues;

**Whereas**, the estimated Event Budget of \$3,024,024 is included in the Fiscal Year 2025 Budget in Account No. 240-3281-551-2623;

**Whereas**, based on estimated revenues for the first year of the festival, a net loss of \$496,135 can be expected – it is anticipated that a net profit will be realized after three years of continued growth and success; and

**Whereas**, the City Council has considered the matter and deems it in the public interest to authorize this action.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TEMPLE, TEXAS, THAT:**

**Part 1: Findings.** All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Temple, Texas, and they are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

**Part 2:** The City Council ratifies a professional consulting services agreement with Soundskilz, Inc. of New Braunfels, Texas for planning, producing, and promoting an inaugural iconic music festival, to be compensated in a percentage fee based on the event budget, talent booking fees, and the sponsorship, solicitation, and support acquired by Soundskilz, Inc., as well as a profit share split between the parties, if any is realized after expenditures and revenues are reconciled, and authorizes the City Manager, or her designee, after approval as to form by the City Attorney's Office, to execute any necessary documents.

**Part 3:** It is hereby officially found and determined that the meeting at which this Resolution was passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act.

PASSED AND APPROVED this the **15<sup>th</sup>** day of **August, 2024**.

THE CITY OF TEMPLE, TEXAS

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TIMOTHY A. DAVIS, Mayor

ATTEST:

APPROVED AS TO FORM:

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Jana Lewellen  
City Secretary

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Kathryn H. Davis  
City Attorney