

**AGREEMENT BETWEEN THE CITY OF SAN LEANDRO AND THE  
SAN LEANDRO IMPROVEMENT ASSOCIATION  
FOR MANAGEMENT OF THE 2023 CHERRY FESTIVAL**

THIS AGREEMENT is made and entered into by and between the CITY OF SAN LEANDRO, a municipal corporation of the State of California, herein called "City," and SAN LEANDRO IMPROVEMENT ASSOCIATION, a non-profit public benefit corporation, herein called "SLIA" (collectively, the "Parties").

**Recitals**

**WHEREAS**, on or about June of each year, City plans, produces, and manages the Cherry Festival (the "Festival"); and

**WHEREAS**, City desires to present the 2023 Cherry Festival, and is doing so, contract with SLIA to assist the City with planning, production, and management of the 2023 Cherry Festival; and

**WHEREAS**, the purpose of this Agreement is to define the scope of work and responsibilities of the Parties to produce the 2023 Cherry Festival.

NOW, THEREFORE, for good and valuable consideration described herein, the receipt of which is hereby acknowledged, the City and SLIA agree as follows:

1. GENERAL.

- a. Term: This agreement shall be effective **December 19, 2022, to June 30, 2023.**
- b. During the term of this Agreement, the Parties agree that SLIA shall bear the primary duties and responsibilities for the planning and management of the Festival, as provided in section 2 below.
- c. During the term of this Agreement, City agrees to fund the production of the Festival and pay compensation to SLIA for the planning and management of the Festival for a not to exceed amount of compensation inclusive of all fees, costs, and expenses, of **\$34,000.**

2. GENERAL RESPONSIBILITIES OF SLIA.

In coordination with City staff, SLIA shall be responsible for the following in relation to the Festival:

- A. Recommend all activities, including the run of show, for the Festival.
- B. Coordinate with City staff regarding planning and management of the activities to be included in the Festival.
- C. Procure, conduct all necessary and proper vetting, and manage all Festival vendors,

- presenters, entertainment acts, and Festival activities.
  - D. Coordinate with City staff regarding financial management of the Festival.
  - E. Project Manage all pre-, during, and post- activities and aspects of the Festival.
  - F. In coordination with City, manage all communications, marketing, advertising, and public relations for the Festival.
    - 1. Recommend advertising publications and press releases for the Festival that builds on the City’s vendor list and relationships with community-based organizations.
      - (a) Recommendations shall include development of brand and use of advertising online, social media, posters, radio, newsprint, television, and other advertising outlets. Arrange all media events.
    - 2. Develop and recommend a marketing schedule and promotional materials for the Festival.
  - G. Day-of Festival management and staffing, including:
    - 1. Manage and execute all aspects of the Festival.
    - 2. Manage a master checklist and run-of-show;
    - 3. Manage all volunteers;
    - 4. Vendor oversight;
    - 5. Manage load-in/out of vendors.
  - H. Festival Services, including:
    - 1. Develop and recommend all Festival activities.
    - 2. Develop and recommend staffing and volunteer requirements.
    - 3. Oversee volunteers.
    - 4. Review vendor contracts.
    - 5. Provide other Festival advice for the City.
    - 6. Recommend entertainment.
    - 7. Recommend equipment that must be rented or purchased for the Festival.
    - 8. Coordination of food sales during the Festival.
    - 9. Coordinate with City Staff to facilitate any street closures required for the Festival.
    - 10. Coordinate with City Staff to arrange parking for the Festival.
3. CONTACTS. The Parties shall assign main contact persons who shall have responsibility for the execution and progress of this MOU, and to whom all formal communication regarding this MOU shall be sent.

The contact person for the City:

Ely Hwang  
Recreation Manager  
City of San Leandro  
835 E 14th St  
San Leandro, CA 94577  
Email: ehwang@sanleandro.org

The contact person for the SLIA:

Morgan Mack-Rose  
Executive Director  
San Leandro Downtown Community Benefit District  
384 W. Estudillo Ave  
San Leandro, CA 94577  
Email: morgan@downtownsanleandro.com

4. TERMINATION This Agreement may only be terminated by joint agreement of the Parties. A Party may initiate termination by delivery of thirty (30) days' written notice to terminate. Notices shall be served either by personal delivery or mail, to the contacts in Section 3. above.
5. ASSIGNMENT Neither this Agreement nor any interest herein may be assigned by either party without the prior written consent of the other party. Neither party shall subcontract to any other person, entity or agency the performance of any of its obligations under this Agreement without the prior written consent of the other party.
6. CAPACITY AND AUTHORITY All individuals signing this Agreement represent and warrant that they have the necessary capacity and authority to act for, sign and bind the respective party on whose behalf they are signing.
7. INSURANCE. SLIA, at its own cost and expense, shall carry, maintain for the duration of this Agreement, and provide proof thereof that is acceptable to the City the insurance specified in subsections (a) and (b) below with insurers and under forms of insurance satisfactory in all respects to the City.
  - (a) Workers' Compensation. Statutory Workers' Compensation Insurance and Employer's Liability insurance shall be provided with limits not less than **one million dollars (\$1,000,000.00)**. The insurer, if insurance is provided, shall waive all rights of subrogation against the City for loss arising from work performed under this Agreement.
  - (b) Commercial General and Automobile Liability. SLIA, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the period covered by this Agreement in an amount not less than **one million dollars (\$1,000,000.00)** per occurrence, combined single limit coverage for risks

associated with the work contemplated by this agreement. If a Commercial General Liability Insurance or an Automobile Liability Insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting there from, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

Coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) and Insurance Services Office Automobile Liability form CA 0001 (more recent edition) Code 1 (any auto).

(c) Notice of Reduction in Coverage. In the event that any coverage required under subsections (a) or (b) of this section of the Agreement is reduced, limited, or materially affected in any other manner, SLIA shall provide written notice to City at the earliest possible opportunity and in no case later than five days after SLIA is notified of the change in coverage.

(d) All Policies Requirements. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII. If applicable and deemed necessary by City, SLIA shall disclose to and obtain the written approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. At the option of the City, the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City. All insurance required above with the exception of Workers' Compensation, shall be endorsed to name as additional insured: City of San Leandro, its officials, officers, agents, employees, and volunteers.

8. INDEMNIFICATION AND HOLD HARMLESS SLIA shall indemnify, defend with counsel acceptable to City, and hold harmless City and its officers, officials, employees, agents and volunteers from and against any and all liabilities, losses, damages, claims, expenses, and costs (including without limitation, attorneys' fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with the performance or other obligations under this Agreement, including but not limited to Liability caused by the actions of volunteers, except such Liability caused by the sole negligence or willful misconduct of City. This Section shall survive the termination of this Agreement.

9. MISCELLANEOUS PROVISIONS

A. *Captions.* Any captions to, or headings of, the sections or subsections of this Agreement are solely for the convenience of the Parties, are not a part of this Agreement,

and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

B. *No Obligations to Third Parties.* Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, or obligate the Parties, to any person or entity other than the parties hereto.

C. *Applicable Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of California.

D. *Exhibits and Schedules.* Any Exhibits and Schedules attached to this Agreement are incorporated into this Agreement by this reference for all purposes.

E. *Amendment to this Agreement.* The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the Parties.

F. *Waiver.* The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

G. *Authority.* The individuals executing this Agreement represent and warrant that they have the lawful authority to execute this Agreement and bind their respective agencies.

H. *Counterparts.* This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date and year first above written.

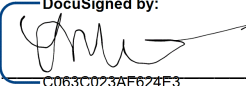
- a. This Agreement shall be in effect from December 19, 2022, until June 30, 2023.

**SIGNATURES ON FOLLOWING PAGE**

WHEREFORE, the Parties hereto have executed this Agreement on the 23 day of January, 2023.

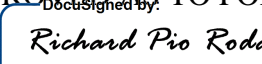
**CITY OF SAN LEANDRO**

**SAN LEANDRO IMPROVEMENT ASSOCIATION**

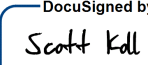
DocuSigned by:  
By:   
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Fran Robustelli  
City Manager

By:   
Morgan Mack-Rose  
Executive Director

**APPROVED AS TO FORM:**

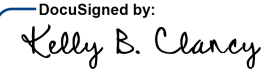
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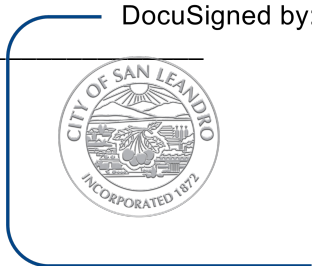
Richard D. Pio Roda  
City Attorney

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Scott Koll  
Deputy City Manager

**ATTEST:**

DocuSigned by:  
By:   
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Kelly B. Clancy  
City Clerk



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