



**CONTRACT AGREEMENT  
BY AND BETWEEN  
THE CITY OF COACHELLA  
AND  
HV ENTERTAINMENT**

June 27, 2024

HV Entertainment  
Attn: Felipe Herrera  
80000 Avenue 48, Spc 244  
Indio, CA 92201

Re: Letter of Agreement for Sound, Stage, Lighting, and Video Wall for 2024 Coachella Fiestas Patrias El Grito Event

Felipe Herrera,

This letter shall be our Agreement to provide sound, stage, lighting, and LED wall described below (“Services”) by HV Entertainment (Contractor”) as an independent contractor to the City of Coachella for the 2024 Coachella Fiestas Patrias El Grito Event (“Project”) at Ranchos Las Flores Park on Sunday, September 15, 2024.

The Services to be provided include the following: Scope of Services are described in Exhibit “A” and incorporated herein by reference.

HV Entertainment shall perform all Services under this Contract Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California, and consistent with all applicable laws. HV Entertainment represents that it, its employees and subcontractors have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Compensation for the above services shall be based on the actual amount of time spent in adequately performing the Services; However, unless expressly agreed in writing in advance by the City, the cost of services shall not exceed \$29,800.00

HV Entertainment is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 1600, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. The Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and the

total compensation is \$1,000 or more, HV Entertainment agrees to fully comply with such Prevailing Wage Laws.

City shall provide HV Entertainment with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. shall make copies of the prevailing rates of per diem wages for each craft; classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor’s principal place of business and at the project site. HV Entertainment shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

HV Entertainment shall provide proof of commercial general liability and automobile insurance to the City in amounts and with policies, endorsements and conditions required by the City for the Services. If HV Entertainment is an employer or otherwise hires one or more employees during the term of this shall also provide proof of workers’ compensation coverage for such employees which meets all requirements of state law HV Entertainment shall also provide errors and omissions professional liability insurance appropriate to its profession in an amount, with conditions and for a term acceptable to the City.

Invoices shall be submitted to the City monthly as performance of the Services progresses. City shall review and pay the approved charges on such invoices in a timely manner. Construction on the Project shall begin immediately and shall be completed by September 15, 2024 unless extended by the City in writing. The City may terminate this Contract Agreement at any time with or without cause. If the City finds it necessary to terminate this Contract Agreement without cause before Project completion, HV Entertainment shall be entitled to be paid in full for those Services adequately completed prior to the notification of termination. HV Entertainment may terminate this Contract Agreement for cause only.

HV Entertainment shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any and all claims, demands, causes of action, expenses.

If you agree with the terms within the Contract Agreement, please sign and return both copies and we will return as executed copy for your records.

**CITY OF COACHELLA**

**HV ENTERTAINMENT**

*Approved by:*

*Reviewed and Accepted by:*

\_\_\_\_\_  
Gabriel D. Martin, Ph.D.,  
City Manager

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Carlos Campos,  
City Attorney

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date