

UPDATED COOPERATIVE AGREEMENT

This Agreement (“Agreement”) is made as of July 26, 2023 by and between Gulf-California Broadcast Company for KUNA Telemundo 15 and La Poderosa 96.7 (“KUNA-TV-FM”), the City of Coachella (“City”) and the Mexican Consulate (“Consulate”) in reference to the following facts.

RECITALS

- A. KUNA-TV-FM is in the business of advertising and promoting special events and festivals;
- B. The City has approached KUNA-TV-FM to partner in delivering Fiestas Patrias (“Event”) which in 2023 would be held on September 17, 2023 at Rancho Las Flores Park, in the City of Coachella, from 3pm to 10pm;
- C. The City’s goal for the Event is to promote and enhance the good will and reputation of the City of Coachella, attract visitors to the City and to provide positive cultural education and experience for the residents and visitors to the City; and
- D. Therefore, the parties have agreed to collaborate with one another in connection with the development, production and promotion of the Event.

WHEREFORE, the parties agree as follows.

AGREEMENT

- 1. **Collaboration.** The parties hereby agree to collaborate for the purpose of presenting the Event. The Event will be held on September 17, 2023. The target attendance is 15,000-20,000 participants, exclusive of event staff, vendors and performers.
- 2. **Contributions By KUNA-TV-FM.** KUNA Telemundo 15 and La Poderosa 96.7 will be responsible for performing and sponsoring payment of the following:
 - a. Arranging for marketing and promotion of the Event:
 - i. Five week on-air promotion (August 13, 2023 – September 18, 2023)
 - 1. KUNA Telemundo 15
 - a. 150x – KUNA Telemundo, 30 second shared promos
 - b. Minimum of 10x – On-Air mentions during the KUNA Noticias newscast at 6pm and 11pm the week leading to the event
 - c. On air interviews with the City, Consulate or any talent available the week of the event.
 - d. 35x - Proof of Performance post event spots to air the week after the event
 - 2. La Poderosa 96.7
 - a. 150x – KUNA-FM, 60 second shared promos
 - b. 90x – 30 second event promos
 - c. 375x – Live DJ On-Air Event Mentions
 - d. Minimum of 1,200 Artist/Event Headliners promoting the event
 - e. On air Interviews during the morning show with the City, Consulate or any talent available the week of the event.

- f. 35x – Proof of Performance post event spots to air the week after the event
 - 3. Social media and kunamundo.com
 - a. Frequent KUNA Noticias Telemundo 15 and La Poderosa 96.7 Facebook posts and KUNA Telemundo Instagram,
 - b. Rotating Leaderboard and rectangle web banners on kunamundo.com
 - c. 150x – 60 second shared promos on streaming radio
 - d. Banner ad on streaming radio
 - ii. Provided for at Event site and on Event date:
 - 1. KUNA Telemundo and La Poderosa 96.7 hourly Facebook posts and KUNA Telemundo Instagram coverage;
 - 2. News coverage on KUNA Telemundo of event on air at 6pm and 11pm the following Monday on September 18th;
 - 3. One (1), two(2) hour live remote on location from 1pm-3pm;
 - 4. Eight (8) – live onsite mentions on day of event by remote staff;
 - 5. Event Emcees for entire event 3pm-10pm (KUNA Telemundo and La Poderosa 96.7 On-Air Talent).
 - iii. Total media value of promotional support \$80,000.00
 - iv. Live Entertainment
 - 1. DJ to play in between sets on Event main stage 3pm-10pm
 - 2. Book headliners for the Event commencing at 3pm on Event main stage;
 - a. Headliners will include at least three bands performing for forty-five (45) minutes each;
 - b. Confirm and provide all headliner requested amenities and Green Room(s);
 - c. Confirm a local talent band performing for forty-five (45) minutes;
 - d. Provide Total entertainment value of booking headliners should equal not less than \$20,000-\$30,000;
 - e. Develop sponsorship packages;
 - f. Locating and engaging sponsors for the Event;
 - g. Locating and engaging a stage sponsor for the Event.
- 3. **Contributions By City.** The City will be responsible for performing and paying for the following:
 - a. Interfacing with all appropriate governmental agencies and facilitating, to the extent reasonably possible, required for the Event to be held lawfully (Fire Department, ABC License and Health Department Permit) and approvals which are required for the Event to be held lawfully as it pertains to beer and food sales;
 - b. Provide youth activities and kid zone rentals;
 - c. Selecting and providing in-kind services for the following needs: parking attendants, sanitation, solid waste, and first aid;
 - d. Provide Utilities (water, power, greywater) as needed for Event;

- e. Furnish all public safety, traffic control services needed for Event;
 - f. Arrange for all components of Event parking;
 - g. Furnish rentals for Food Vendor Booths and VIP Area;
 - h. Provide food and beverages for VIP area;
 - i. Manage and secure all food vendor booth entries
 - j. Provide for stage and sound costs after sponsorship contributions are applied to the aggregate stage and sound expenses.
 - k. Selecting and contracting for security personnel for Event Beer Garden, Event Venue – personnel minimum 14;
 - l. Selecting and contracting for beer garden supplies and sales;
 - m. VIP/Vendor event passes and VIP/Vendor/Artist parking passes
4. **Contributions by the Mexican Consulate San Bernardino Office.** The Consulate will be responsible for the following:
 - a. Perform “El Grito” Ceremony on September 17, 2023;
 - b. Arrange performance of Mexican Anthem.
 5. **Event Location.** The location of the Event will be the Rancho Las Flores Park, in the City of Coachella, commencing at 3pm and ending at 10pm.
 6. **Default.** In the event that one party believes the other party is in breach of this Agreement, written notice thereof will be delivered to that party who will have 30 days within which to cure the default. If the default is not cured in a timely manner, the party who served the notice may terminate the Agreement and recover any damages incurred; provided, however, no Event may be cancelled within three (3) months of the date of the Event for any reason.
 7. **Indemnity.** The City will indemnify, defend and hold harmless the Telemundo, Consulate and their officers, directors, members, managers, agents and owners, of and from all liability, expense, injury, damage, judgement, award, attorney’s fees or costs, arising from or related to any breach of this Agreement by, or any act or omission of, the City. Telemundo will indemnify, defend and hold harmless the City, Consulate and their officers, directors, members, managers, agents and owners, of and from all liability, expense, injury, damage, judgement, award, attorney’s fees or costs, arising from or related to any breach of this Agreement by, or any act or omission of, Telemundo. The Consulate will indemnify, defend and hold harmless Telemundo, and City and their officers, directors, members, managers, agents and owners, of and from all liability, expense, injury, damage, judgement, award, attorney’s fees or costs, arising from or related to any breach of this Agreement by, or any act or omission of, the Consulate.
 8. **Sole Responsibility.** Each Party acknowledges that it is solely responsible for any obligations it assumes or debts it incurs to third parties in the performance of the Agreement. Each Party will include in any agreements it enters into with third parties with respect to this Event that the Party is solely responsible for any failure to perform.
 9. **California Law.** This Agreement shall be enforced and interpreted in accordance with the laws of the State of California.
 10. **Arbitration of Disputes.** All disputes arising under or related to this Agreement will be decided by binding arbitration to take place in San Bernardino County before a mutually agreeable retired judge whose decision will be final and binding. The initial expense of the arbitration will

be split evenly but will be a recoverable cost to the prevailing party. The prevailing party in any such arbitration, or in any court action between the parties, shall be entitled to recover his, her, or its reasonable attorneys' fees and costs.

11. **Binding on Successors.** This Agreement will be binding on and inure to the benefit of the parties and their respective successors, transferees, assignees, representatives, and all like persons.
12. **Amendments.** No purported alteration, modification, or amendment of this Agreement will be valid or binding, to any degree or at all, unless and until it is reduced to writing and signed by all parties.
13. **Entire Agreement.** This document contains the sole, entire, and exclusive Agreement between the parties on any subject. There are no prior or contemporaneous promises, understandings, agreements, representations, inducements, or warranties made by one party hereof to the other party except for those expressly contained within this Agreement.
14. **Notices.** Any notices required or permitted to be given under this Agreement shall be served by personal delivery or by fax or email as follows:

If to City: City of Coachella
 Attention: City Manager
 53-990 Enterprise Way
 Coachella, CA 92236

If to Telemundo:
 Attention: General Sales Manager, KUNA
 31276 Dunham Way
 Thousand Palms, CA 92276

If to Mexican Consulate:
 Attention: Head Consul
 293 N. D Street
 San Bernardino, CA 92401

15. **Counterparts.** This Agreement may be executed in three counterparts each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signatures on following page]

Wherefore, This Agreement is made of the date first written above.

City of Coachella

By: _____
Gabriel D. Martin Ph.D, City Manager

Approved as to Form:

By: _____
Best Best & Krieger LLP, City Attorney

Gulf-California Broadcast Company for KUNA Telemundo 15 and La Poderosa 96.7

By: _____
Celeste Gonzalez, General Sales Manager-KUNA

Mexican Consulate, San Bernardino

By: _____