

**CITY OF FONTANA
PROFESSIONAL SERVICES AGREEMENT
MS-78-DS-23**

This Agreement is made and entered into as of October 17, 2022 by and between the City of Fontana, a public agency organized and operating under the laws of the State of California with its principal place of business at 8353 Sierra Avenue, Fontana, California 92335 ("City"), and **Meat and Potatoes, Inc.**, a Corporation with its principal place of business at 4400 W. Riverside Drive, Suite 110-788, Burbank, California 91505 (hereinafter referred to as "Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

A. City is a public agency of the State of California and is in need of professional services for the following project:

Center Stage Theatre Re-Branding Project (hereinafter referred to as "the Project").

B. Consultant is duly licensed and has the necessary qualifications to provide such services.

C. The Parties desire by this Agreement to establish the terms for City to retain Consultant to provide the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

Consultant shall provide the City with the services described in the Scope of Services attached hereto as Exhibit "A."

2. Compensation.

a. Subject to paragraph 2(b) below, the City shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit "A."

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of **\$97,500.00**. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the City by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the City and executed by both Parties before performance of such services, or

the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by City.

5. Time of Performance.

The term of this Agreement shall be from **November 1, 2022 to May 31, 2023**, unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Project. Consultant shall perform its services in a prompt and timely manner within the term of this Agreement and shall commence performance upon receipt of written notice from the City to proceed ("Notice to Proceed").

6. Delays in Performance.

a. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. If required, Consultant shall assist the City, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

8. Standard of Care

Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

9. Assignment and Subconsultant

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates, and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

10. Independent Contractor

Consultant is retained as an independent contractor and is not an employee of City. No employee or agent of Consultant shall become an employee of City. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from City as herein provided.

11. Insurance. Consultant shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Commercial General Liability

(i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the City.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability
- (5) Aggregate Limits that Apply per Project
- (6) Explosion, Collapse and Underground (UCX) exclusion deleted
- (7) Contractual Liability with respect to this Agreement
- (8) Property Damage

(9) Independent Contractors Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City, and provided that such deductibles shall not apply to the City as an additional insured.

b. Automobile Liability

(i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the City.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status.

(iv) Subject to written approval by the City, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the City as an additional insured, but not a self-insured retention.

c. Workers' Compensation/Employer's Liability

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

d. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

Combined Single Limit

Commercial General Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$1,000,000 combined single limit
Employer's Liability	\$1,000,000 per accident or disease

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

e. Evidence Required

Prior to execution of the Agreement, the Consultant shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

f. Policy Provisions Required

(i) Consultant shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the City at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the City or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced

past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to provide a waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

g. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the City, which satisfy the following minimum requirements:

(1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

h. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(iii) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(iv) Neither the City nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

i. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the City that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the City as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, City may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

12. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

b. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

b. If the services are being performed as part of an applicable “public works” or “maintenance” project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant’s performance of services, including any delay, shall be Consultant’s sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

14. Verification of Employment Eligibility.

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

15. Reserved.

16. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of San Bernardino, State of California.

17 Termination or Abandonment

a. City has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, City shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. City shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by City and Consultant of the portion of such task completed but not paid prior to said termination. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to City only in the event of substantial failure by City to perform in accordance with the terms of this Agreement through no fault of Consultant.

18 Documents. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, Drawings and Specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the City.

19. Organization

Consultant shall assign Todd Gallopo as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

20. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above.

21. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

CITY:

City of Fontana
8353 Sierra Avenue
Fontana, California 92335
Attn: Phillip Burum
pburum@fontana.org

CONSULTANT:

Meat and Potatoes, Inc.
4400 W Riverside Dr, Ste 110-788
Burbank, California 91505
Attn: Todd Gallopo
todd@meatoes.com

and shall be effective upon receipt thereof.

22. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

23. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

24. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of City and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

25. Severability

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the remaining provisions unenforceable, invalid or illegal.

26. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

27. Non-Waiver

None of the provisions of this Agreement shall be considered waived by either Party, unless such waiver is specifically specified in writing.

28. Time of Essence

Time is of the essence for each and every provision of this Agreement.

29. City's Right to Employ Other Consultants

City reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

30. Prohibited Interests

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT

CITY OF FONTANA

MEAT AND POTATOES, INC.

By: Matthew C. Ballantyne
Matthew C. Ballantyne
City Manager

By: 

Attest:

By: Germaine McClellan Key
Germaine McClellan Key
City Clerk

By: Phillip Burum
Phillip Burum
Deputy City Manager

Approved as to form:

Ruben Duran
Best Best & Krieger LLP
City Attorney

IN COMPLIANCE WITH CONTRACT INSURANCE REQUIREMENTS

mt By: Rakesha Thomas
Rakesha Thomas
Human Resources & Risk Management Director

IN COMPLIANCE WITH PURCHASING AND CONTRACT ADMINISTRATION POLICIES/PROCEDURES

Jessica Brown
Jessica Brown
Chief Financial Officer

Sid Lambert
Purchasing Office

EXHIBIT A

Scope of Services

OVERVIEW:

Agent will provide creative direction, consulting and design services and work with the City to re-brand the Center Stage Theatre into a modern music venue. Agent will provide the following scope of services.

SCOPE:

Phase 1: Brand development

Agent will begin with a kick-off meeting to download all pertinent information and ideation from the Artist and City, as well as an on-site visit to review the venue, the surrounding town, and all new technology/lighting/sound upgrades that will be made to the venue. This is a key part of the re-branding development phase that helps visualize possible brand directions and how our brand will connect with the community and artists alike. As Agent develops a venue name and design style, Agent will work alongside the interior designer/architect to establish consistency in design from brand through the interior and consumer experience.

NAMING

Agent will propose naming options that incorporate Artist, his brand essence, etc., in order to position the new venue brand as a relevant and modern entertainment venue with local roots.

BRAND/VENUE STORY

The written concept / brand story will give dimension to the new brand vibe / voice and how it will connect the community and artists.

CONSUMER EXPERIENCE

The intended consumer and artist experience will be outlined early in the re-brand development phase to be used as a guide for everything from brand design to interior design, etc. Developing these experience guidelines help shape the style and design moving forward.

Phase 2: Brand Design

After the venue name has been legally cleared and approved by the City of Fontana, Logo/Wordmark Design phase will begin.

LOGO DESIGN

Agent will provide 3-5 initial logo designs in black and white, with 3 rounds of changes to arrive at the final design. Then a color palette will be developed.

LOGO STYLE GUIDE

Logo usage guidelines, color palette, supporting typeface styles, etc. will be included in a document that represents the “true north” moving forward to keep the visual look of the brand consistent. This guide is useful for the design of all collateral, website, merchandise, etc.

SIGNAGE PACKAGE

Agent will create the on-property signage package for the venue, including a new marquee sign and wayfinding signage package. We will also assess the external lighting on the venue to consult on aesthetics and if additional accent signage would be necessary for the venue. If so, we will design accordingly. M+P will work with the client’s preferred signage vendor for collaboration on signage materials, installation options, concerns & locations. M+P will travel to location for a walkthrough of the property and plot signage locations. If necessary, technical plans and permits will need to be handled by signage vendor. Note: M+P will need any area renderings and/or plan drawings developed by the architectural firm.

Phase 3: Brand Finalization

Agent will complete the branding package by designing materials to set the venue and the booking/sales/promotion team up for success. These materials include, but are not limited to the following:

BRAND GUIDE

A multi-page document will be developed that includes brand story, consumer experience, artist experience, brand pillars, final logo, color palette, additional brand design elements, supporting typefaces, etc.

COLLATERAL

Agent will design supporting collateral for the venue: Business cards, letterhead, email signature.

ARTIST BOOKING DECK

Agent will develop a several page deck to be used as a tool for soliciting artists/talent/management/agents. This will outline, in general terms, the venue specifications, technology, F&B, and artist experience.

SALES DECK

Agent will develop a several page deck to be used as a tool for soliciting private and corporate events. Different from the artist deck, this will outline, in more detailed terms, the venue specifications, technology, F&B and consumer experience.

VENUE CALENDAR/AD TEMPLATE

Agent will develop an ad template in several sizes/dimensions for print publications and social media (Facebook & Instagram). In future, these files can be easily updated by the theatre's inhouse designer to maintain the brand look and feel.

Ongoing obligations:

CONSULTING/PROJECT MANAGEMENT

Agent will work directly with the interior designer/architect to develop a balanced re-design of the environment to achieve the desired consumer experience. Additionally, Agent will work with all vendors involved in the new venue.

SCOPE HEREIN INCLUDES:

- Creative Direction & Design
- Project management
- Strategic input / Consulting
- 3 rounds of revision per concept, per phase
- Printing/production consultation
- Manufacturing of signage
- Printing of band guide, collateral or sales decks
-

SCOPE HEREIN DOES NOT INCLUDE:

- Stock imagery
- Photoshoots of completed space or of imagery needed for decks.
- Travel costs
- Cost or management of legal clearances



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/4/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Leavitt Insurance Services of Los Angeles, Inc. License #0769447 21820 Burbank Blvd, Suite 300 Woodland Hills CA 91367	CONTACT NAME: CL Central PHONE (A/C, No, Ext): (818)593-7001 FAX (A/C, No): (866)886-7468 E-MAIL ADDRESS: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: Travelers Casualty Insurance Co of Amer</td> <td>19046</td> </tr> <tr> <td>INSURER B: Travelers Property Casualty Co of Ameri</td> <td>25674</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Travelers Casualty Insurance Co of Amer	19046	INSURER B: Travelers Property Casualty Co of Ameri	25674	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER B: Travelers Property Casualty Co of Ameri	25674														
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															
INSURED Meat and Potatoes Inc 10061 Riverside Dr # 788 Toluca Lake CA 91602-2560															

COVERAGES**CERTIFICATE NUMBER:** 22/23 Master**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			6800S015355	2/25/2022	2/25/2023	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						DEENC Non-Renewal \$
A	AUTOMOBILE LIABILITY			6800S015355	2/25/2022	2/25/2023	COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			UB1S047431	5/13/2022	5/13/2023	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

INSURANCE VERIFICATION***CERTIFICATE HOLDER****CANCELLATION**

City of Fontana 8353 Sierra Avenue Fontana, CA 92335	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE PJ zcGilmer/PJGILM
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ACORD 25 (2014/01)

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INS025 (201401)

Certificate Of Completion

Envelope Id: 1714737913844907919E602A321FC5C0

Status: Completed

Subject: Meat and Potatoes Agreement MS-78-DS-23

Source Envelope:

Document Pages: 15

Signatures: 8

Certificate Pages: 6

Initials: 1

AutoNav: Enabled

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Purchasing Office

8353 Sierra Avenue

Fontana, CA 92335

purchasing@fontana.org

IP Address: 192.146.186.96

Record Tracking

Status: Original

10/18/2022 | 03:17 PM

Holder: Purchasing Office

purchasing@fontana.org

Location: DocuSign

Signer Events

Todd Gallopo

todd@meatoes.com

CEO / Creative Director

Security Level: Email, Account Authentication
(None)**Signature**Signature Adoption: Drawn on Device
Using IP Address: 76.81.142.142**Timestamp**

Sent: 10/18/2022 | 03:32 PM

Viewed: 10/19/2022 | 08:34 AM

Signed: 10/19/2022 | 08:38 AM

Electronic Record and Signature Disclosure:

Accepted: 10/19/2022 | 08:34 AM

ID: 7aacd5f8-d024-4c74-abd1-fb7792fbf768

Phillip Burum

pburum@fontana.org

Deputy City Manager

Security Level: Email, Account Authentication
(None)Signature Adoption: Pre-selected Style
Using IP Address: 192.146.186.96

Sent: 10/19/2022 | 08:38 AM

Viewed: 10/24/2022 | 01:41 PM

Signed: 10/24/2022 | 01:41 PM

Electronic Record and Signature Disclosure:

Accepted: 10/24/2022 | 01:41 PM

ID: 7c2f25a1-0117-4db0-855a-bfdc76752ba9

Myletta Tillman

mtillman@fontana.org

Security Level: Email, Account Authentication
(None)Signature Adoption: Pre-selected Style
Using IP Address: 192.146.186.96

Sent: 10/24/2022 | 01:41 PM

Viewed: 10/27/2022 | 12:20 PM

Signed: 10/27/2022 | 12:20 PM

Electronic Record and Signature Disclosure:

Accepted: 10/27/2022 | 12:20 PM

ID: 001b1b5b-c7a3-478c-805e-0a4f43e69a6f

Rakesha Thomas

rthomas@fontana.org

Director, Human Resources & Risk Mgmt.

City of Fontana

Security Level: Email, Account Authentication
(None)Signature Adoption: Pre-selected Style
Using IP Address: 192.146.186.96

Sent: 10/27/2022 | 12:20 PM

Viewed: 10/31/2022 | 10:51 AM

Signed: 10/31/2022 | 10:52 AM

Electronic Record and Signature Disclosure:

Accepted: 10/31/2022 | 10:51 AM

ID: 3dcafa01-b407-4f9d-a9c7-957a9cac4913

Signer Events	Signature	Timestamp
<p>Ruben Duran ruben.duran@bbklaw.com Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 11/5/2022 12:59 PM ID: 2ee77106-4005-4c0c-a88d-d3f3f23a86d3</p>	<p><i>Ruben Duran</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 174.243.208.110 Signed using mobile</p>	<p>Sent: 10/31/2022 10:52 AM Viewed: 11/5/2022 12:59 PM Signed: 11/5/2022 12:59 PM</p>
<p>Sid Lambert slambert@fontana.org Purchasing Office Interwest Consulting Group Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p><i>Sid Lambert</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 192.146.186.96</p>	<p>Sent: 11/5/2022 12:59 PM Viewed: 11/7/2022 10:07 AM Signed: 11/7/2022 10:07 AM</p>
<p>Jessica Brown jbrown@fontana.org Chief Financial Officer Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 11/9/2022 09:18 AM ID: 324ec932-6a58-44c9-afaa-02421bb4a372</p>	<p><i>Jessica Brown</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 192.146.186.96</p>	<p>Sent: 11/7/2022 10:07 AM Viewed: 11/9/2022 09:18 AM Signed: 11/9/2022 09:20 AM</p>
<p>Matthew C. Ballantyne mballantyne@fontana.org City Manager Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 11/9/2022 11:10 AM ID: 135e1fb9-dbe5-4485-ba3a-f2bdb79a9df4</p>	<p><i>Matthew C. Ballantyne</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 192.146.186.96</p>	<p>Sent: 11/9/2022 09:20 AM Viewed: 11/9/2022 11:10 AM Signed: 11/9/2022 11:10 AM</p>
<p>Germaine McClellan Key gkey@fontana.org Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 11/9/2022 11:13 AM ID: c4eed897-0cbe-402c-ab1c-cd93407137f1</p>	<p><i>Germaine McClellan Key</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 107.201.246.59 Signed using mobile</p>	<p>Sent: 11/9/2022 11:10 AM Viewed: 11/9/2022 11:13 AM Signed: 11/9/2022 11:13 AM</p>
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp
Carbon Copy Events		
Kathy Kasinger kkasinger@fontana.org Records Coordinator Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 10/4/2022 03:01 PM ID: bd1d899f-2bb4-4fa4-ad6d-f86d187a1e66	COPIED	Sent: 11/9/2022 11:13 AM
Cybele Collins ccollins@fontana.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 10/6/2022 03:42 PM ID: 159ce607-d251-456e-8dc5-fa36549d5de1	COPIED	Sent: 11/9/2022 11:13 AM Viewed: 11/9/2022 12:03 PM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events		
Envelope Sent	Hashed/Encrypted	10/18/2022 03:32 PM
Certified Delivered	Security Checked	11/9/2022 11:13 AM
Signing Complete	Security Checked	11/9/2022 11:13 AM
Completed	Security Checked	11/9/2022 11:13 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none">•Allow per session cookies•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

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