

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN
THE CITY OF YUMA AND CABALLEROS de YUMA**

THIS FIRST AMENDMENT to the Agreement between the City of Yuma (“CITY”) and Caballeros de Yuma (“CABALLEROS”) (hereinafter the “First Amendment”) is made this ____ day of _____, 2020. CITY and CABALLEROS may individually be referred to as a “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, the CITY and CABALLEROS entered into a five year Agreement on November 16, 2017, renewable for an additional five years (the “Agreement”), for the marketing, sponsoring, and hosting of a variety of activities and events that contribute to the economic benefit of the community; and,

WHEREAS, there is a desire to amend the Agreement to include the Tunes and Tacos event as an additional event that will be co-sponsored between the CITY and CABALLEROS; and,

WHEREAS, the Parties desire to more specifically delineate the CITY’s and CABALLEROS’ responsibilities for the Tunes and Tacos event.

NOW, THEREFORE, the Parties agree as follows:

AMENDED TERMS

Part 1.

SECTION 2.0 - CITY’S RESPONSIBILITIES is amended to add a new subsection 2.6 as follows:

2.6 Tunes and Tacos Event – the CITY and CABALLEROS will co-sponsor the 2020 Tunes and Tacos event with the CITY being responsible for the following:

- Insurance;
- CITY labor;
- Temporary Fencing;
- Gate Supervisors;
- Carnival Contract;
- Food and Business Vendors;
- Traffic Control by the CITY’s Police Department (“YPD”);
- Field No. 3 Entertainment/DJ;
- Banners and Signs (produced in-house);
- Lighting and Power;
- Taco King Contest; and
- Salsa Queen Contest.

2.6.1 Joint Responsibilities – the Parties shall jointly and equally share the cost and responsibilities for the following:

- Artwork – to be created by the CITY;
- Advertising – CITY will facilitate and negotiate advertising media buys and scheduling, the costs of which will be equally shared by the Parties, which shall include, but are not limited to: Digital Billboards; Social Media; and TV/Radio spots;
- Printing of Posters;
- Novelties; and
- Sponsor Gifts.

2.6.2 Future Tunes and Tacos Events – this agreement between the Parties to co-sponsor the annual Tunes and Tacos event, together with their respective responsibilities, shall automatically renew for each successive year following the 2020 Tunes and Tacos event, unless either Party provides at least 120 days’ notice of their desire to terminate their co-sponsorship of the annual Tunes and Tacos event. If the co-sponsorship is terminated, the annual Tunes and Tacos event will remain a CITY sponsored event and will not be subject to the terms of the Agreement or this First Amendment.

Part 2.

SECTION 3.0 - CABALLEROS’ RESPONSIBILITIES is amended to add a new subsection 3.8 as follows:

3.8 Tunes and Tacos Event – the CITY and CABALLEROS will co-sponsor the 2020 Tunes and Tacos event with the CABALLEROS being responsible for the following:

- Taxes and Licenses;
- Sponsors;
- Tickets;
- Promotor / Band Contracts;
- Stage / Sound / Lighting;
- Quail Traffic Control Expense;
- Insurance;
- Sanitation;
- Security;
- Support Groups;
- Liquids / Ice - CABALLEROS have the concession rights for all beverages and the ability to use CABALLEROS’ Liquor License for the event and retain all revenues from the sale of beverages;
- Supplies; and,
- VIP Area.

3.8.1 Joint Responsibilities – the Parties shall jointly and equally share the cost and responsibilities for the following:

- Artwork – to be created by the CITY;
- Advertising – CITY will facilitate and negotiate advertising media buys and scheduling, the costs of which will be equally shared by the Parties, which shall include, but are not limited to: Digital Billboards; Social Media; and TV/Radio spots;
- Printing of Posters;
- Novelties; and
- Sponsor Gifts.

3.8.2 Future Tunes and Tacos Events – this agreement between the Parties to co-sponsor the annual Tunes and Tacos event, together with their respective responsibilities, shall automatically renew for each successive year following the 2020 Tunes and Tacos event, unless either Party provides at least 120 days’ notice of their desire to terminate their co-sponsorship of the annual Tunes and Tacos event. If the co-sponsorship is terminated, the annual Tunes and Tacos event will remain a CITY sponsored event and will not be subject to the terms of the Agreement or this First Amendment.

Part 3.

The remaining terms and conditions of the Agreement between the Parties not specifically amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused to be affixed the signatures of their respective authorized officials on the date first written above.

CITY OF YUMA, an Arizona
Municipal Corporation

CABALLEROS de YUMA, an Arizona
Non-Profit Corporation

Philip Rodriguez, City Administrator

Its El Presidente

ATTEST:

Printed Name

Lynda L. Bushong, City Clerk

APPROVED AS TO FORM:

Richard W. Files, City Attorney