

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF RIVERSIDE AND THE RIVERSIDE ARTS
COUNCIL
FOR THE 2025-2027 FESTIVAL OF LIGHTS**

This Memorandum of Understanding (“MOU”) is entered into on this ____ day of _____, 2025, by and between the City of Riverside, a California charter city and municipal corporation (“City”), and the Riverside Arts Council, a California nonprofit public benefit corporation (“RAC”) to outline the terms and conditions under which the parties will collaborate to plan, organize, execute and transition the City of Riverside Festival of Lights (“FOL”) to be held each year. The City and RAC may be referred to individually as a “Party” or collectively as the “Parties.”

1. PURPOSE

This MOU establishes the framework for the collaboration between the City and RAC in the planning, coordination, and delivery of the City of Riverside Festival of Lights (“FOL”), a citywide holiday celebration designed to engage the public, promote the arts, support local businesses, and enhance the City’s civic and cultural identity. The first two years of this MOU will transition the planning, staffing and responsibilities of FOL to RAC. In the third year, RAC will be responsible for all of the planning, staffing and responsibilities of the event.

2. EVENT OVERVIEW

The Historic Mission Inn Hotel & Spa initiated the annual Festival of Lights over thirty years ago. In 2006, the City Council approved a supplemental appropriation and funds transfer request for the enhancement of the Festival of Lights by the City. This launched a collaboration between the City of Riverside and The Historic Mission Inn Hotel & Spa to host an annual signature event aiming to highlight community pride and offer a family-friendly celebration for our community and the region. The event lasts approximately 5-6 weeks each year, historically from the Saturday before Thanksgiving to December 31.

3. TERM

This MOU shall take effect upon execution and shall remain in effect through March 1, 2028, unless otherwise terminated earlier. Either party may renegotiate or terminate this MOU with 120 days’ written notice, unless termination occurs within 60 days prior to or during the FOL event period, in which case both parties must mutually agree.

3. GOVERNANCE AND AUTHORITY

Upon execution of this MOU, the RAC shall afford the City one voting RAC Board of Director’s position to the City Manager or his/her designee, and one Ex Officio Board position to a person selected by The Mission Inn Hotel & Spa. These Board positions shall remain as long as the MOU is in effect. RAC agrees to take all reasonable efforts to assist in effectuating such appointments.

The City shall retain its existing legal authority over streets, public spaces, public safety, and all other matters related to governance and maintenance of the city of Riverside as set forth in the City Charter and all applicable laws. Nothing in this MOU grants contrary authority to the RAC or others. Agreements, permits, permissions, etc., necessary for the efficient operation of FOL may be negotiated between the City and the RAC as required, subject to the regular approval processes carried out by the City.

4. ROLES AND RESPONSIBILITIES OF THE RIVERSIDE ARTS COUNCIL (RAC)

The Roles and Responsibilities of the RAC over the three-year term of this MOU are:

- 4.1 Year One:** For the 2025 FOL, RAC shall serve as the primary partner with the City as co-coordinators for the FOL and shall be responsible with the City for overall planning, logistics, coordination with stakeholders, and execution of festival activities. The intention is for RAC to work side by side with City Staff, learning past FOL practices while bringing new ideas and concepts to FOL. The intention is to have RAC take on a larger role in coordinating and delivering FOL in future years as provided in this MOU.
- 4.2 Year Two:** For the 2026 FOL, RAC shall serve as the lead event coordinator in partnership with the City. In this role the RAC shall:
- a. Prepare an Operational Plan as detailed below in this MOU and perform all actions detailed in the Operational Plan agreed to by the parties.
 - b. Assume financial responsibility for FOL as detailed below in this MOU.
 - c. Convene regular meetings of all stakeholders to ensure coordinated planning, information sharing, and effective joint execution of tasks necessary for a successful FOL.
 - d. Organize and contract with vendors, programming, performers, volunteers, etc. as necessary for the event.
 - e. Coordinate street closures and traffic control.
 - f. Have responsibility for public safety during the event, including coordination with Riverside Police and Fire, and private security as necessary.
 - g. Plan, install, remove, and store holiday decorations in public spaces and select private buildings or plazas as agreed upon by the parties or in the case of private buildings with the consent of the private owner.
 - h. Coordinate an annual opening Switch-On Ceremony in partnership with the ownership of The Mission Inn Hotel & Spa and the City.
 - i. Coordinate an annual closing event.
 - j. Obtain and maintain all needed permits and regulatory compliance.
 - k. Secure Sponsorships and manage budgeted event expenses, however, the City shall remain the “title” sponsor for the ROL.
 - l. Develop and manage multi-platform marketing strategy.
 - m. Coordinate all public engagement.
 - n. Maintain strong lines of communication with affected stakeholders throughout the planning and execution phases, including but not limited

to The Mission Inn Hotel & Spa, the City, Riverside Downtown Partnership, and the Greater Riverside Chamber of Commerce.

- 4.3 Year Three and Beyond:** Beginning with the 2027 FOL, the RAC shall serve as the lead agency organizing, planning, and delivering an annual FOL event, responsible for all the items listed under Year Two of this MOU.

5. ROLES AND RESPONSIBILITIES OF THE CITY OF RIVERSIDE (“CITY”)

The Roles and Responsibilities of the City over the three-year term of this MOU are:

- a. Engage as an active partner with the RAC providing institutional knowledge, in-kind assistance with permitting, planning, and relationship building, and engaged problem solving to ensure smooth delivery of a successful FOL.
- b. Provide access to public spaces, including parks and roads, for designated activities of the event, subject to the normal agreement and permit processes carried out by the City.
- c. Provide logistical support such as traffic control plans, street barricades, Police and Fire security planning, coordination, and execution, and assistance from City departments such as Public Works, Parks, Recreation & Community Services, Riverside Public Utilities, as needed.
- d. Promote the event through official city media and information channels.
- e. Perform other actions as agreed upon by the parties in the annual Operational Plan.

6. JOINT RESPONSIBILITIES OF THE PARTIES

The Joint Roles and Responsibilities of the City and RAC over the three-year term of this MOU are:

- a. Attend regular planning meetings.
- b. Develop a master schedule and transition plan.
- c. Ensure ADA compliance and inclusive programming.
- d. Collect feedback after the event for evaluation and future planning.

7. FUNDING, EXPENSES, and REPORTING.

7.1 City Funding and Operation Plan. The City agrees to provide monetary and in-kind services support annually for FOL at a level agreed upon annually by the parties and subject to City Council approval. The parties will develop annually an FOL Operational Plan detailing the operational plans for FOL and the line-item budgeted amounts necessary for a successful FOL (“Operational Plan”). The annual operational budget will include held and anticipated revenues from all sources and detail any monetary and in-kind request to the City. The Operational Plan does not need City Council approval and shall be approved by the City Manager, or designee, each year; however, any proposed funding from the City to the RAC will require City Council approval under its normal rules for budget appropriations. The proposed budget shall be drafted and presented to the City Manager each year by April 15 so that it may be considered in coordination with the City’s annual budget process.

The RAC may retain all profits gained from FOL, including any remaining City funds ("Retained Funds"). RAC shall establish a FOL Reserve Account to be used exclusively for expenses related to the FOL. Retained Funds shall be evenly split between the FOL Reserve Account and other RAC accounts used for arts programs within the City of Riverside, with fifty percent (50%) allocated to the FOL and fifty percent (50%) allocated to other City of Riverside arts programs. Retained Funds in excess of \$500,000 shall be retained by RAC and used to support arts programs within the City of Riverside.

7.2 Post-Event Reports. No later than March 1 of each year, unless otherwise agreed by the parties, the RAC shall prepare and deliver to the City a Post-Event Report including, but not limited to:

- a. Attendance estimates.
- b. Financial summary (revenues, expenses, in-kind services).
- c. Return on investment (ROI) analysis after year 3 of this MOU.
- d. Economic and community impact data after year 3 of this MOU.
- e. Lessons learned and recommendations for future years.

7.3 Accounting Records. RAC shall maintain complete and accurate records with respect to the City's contributions under this MOU and Retained Funds, both monetary and non-monetary. All such records shall be clearly identifiable. RAC shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this MOU. RAC shall allow inspection of all work, data, documents, proceedings, and activities related to the MOU for a period of three (3) years from the date of final payment under this MOU.

8. INSURANCE

Beginning in Year 2 of this MOU, RAC shall provide insurance for the FOL as follows:

8.1 General Provisions. RAC shall provide satisfactory evidence of, and shall thereafter maintain during the term of this MOU, such insurance policies and coverages in the types, limits, forms and ratings required herein. The rating and required insurance policies and coverages may be modified in writing by the City's Risk Manager or City Attorney, or a designee, unless such modification is prohibited by law.

8.1.1 Limitations. These minimum amounts of coverage shall not constitute any limitation or cap on RAC's indemnification obligations under Section 10 hereof.

8.1.2 Ratings. Any insurance policy or coverage provided by RAC or subcontractors as required by this MOU shall be deemed inadequate and a material breach of this MOU, unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

8.1.3 Cancellation. The policies shall not be canceled unless thirty (30) days' prior written notification of intended cancellation has been given to City by certified or registered mail, postage prepaid.

8.1.4 Adequacy. The City, its officers, employees and agents make no representation that the types or limits of insurance specified to be carried by RAC pursuant to this MOU are adequate to protect RAC. If RAC believes that any required insurance coverage is inadequate, RAC will obtain such additional insurance coverage as RAC deems adequate, at RAC's sole expense.

8.2 Workers' Compensation Insurance. By executing this MOU, RAC certifies that RAC is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. RAC shall carry the insurance or provide for self-insurance required by California law to protect said RAC from claims under the Workers' Compensation Act. Prior to City's execution of this MOU, RAC shall file with City either 1) a certificate of insurance showing that such insurance is in effect, or that RAC is self-insured for such coverage, or 2) a certified statement that RAC has no employees, and acknowledging that if RAC does employ any person, the necessary certificate of insurance will immediately be filed with City. Any certificate filed with City shall provide that City will be given ten (10) days' prior written notice before modification or cancellation thereof.

8.3 Commercial General Liability and Automobile Insurance. Prior to City's execution of this MOU, RAC shall obtain, and shall thereafter maintain during the term of this MOU, commercial general liability insurance and automobile liability insurance as required to insure RAC against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, or acting for or on behalf of RAC. The City, and its officers, employees and agents, shall be named as additional insureds under the RAC's insurance policies.

8.3.1 RAC's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than \$1,000,000 per occurrence and a general aggregate limit in the amount of not less than \$2,000,000.

8.3.2 RAC's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of not less than \$1,000,000. All of RAC's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with RAC's performance of this MOU, which vehicles shall include, but are not limited to, RAC owned vehicles, RAC leased vehicles, RAC's employee vehicles, non-RAC owned vehicles and hired vehicles.

8.3.3 Prior to City's execution of this MOU, copies of insurance policies or original certificates along with additional insured endorsements acceptable to the City evidencing the coverage required by this MOU, for both commercial general and automobile liability insurance, shall be filed with City and shall include the City and its officers, employees and agents, as additional insureds. Said policies shall be in the usual

form of commercial general and automobile liability insurance policies, but shall include the following provisions:

It is agreed that the City of Riverside, and its officers, employees and agents, are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of Riverside.

8.3.4 The insurance policy or policies shall also comply with the following provisions:

a. If the policy is written on a claims made basis, the certificate should so specify and the policy must continue in force for one year after completion of the services. The retroactive date of coverage must also be listed.

b. The policy shall specify that the insurance provided by RAC will be considered primary and not contributory to any other insurance available to the City and Endorsement No. CG 20010413 shall be provided to the City.

9. INDEMNITY.

9.1 Except as to the sole negligence or willful misconduct of the City, RAC shall indemnify and hold harmless the City, and the City's employees, officers, managers, agents and council members from any liability, claim, damage or action whatsoever, to the extent it is based or asserted upon any wrongful act or omission of RAC, its officers, employees, subcontractors, agents or representatives, or arises out of or in any way relates to this MOU including but not limited to property damage, bodily injury, or death. RAC shall defend, at its sole cost and expense, including but not limited to attorney fees, cost of investigation, defense and settlement or awards, the City and the City's employees, officers, managers, agents and council members in any such action or claim. With respect to any action or claim subject to indemnification herein by RAC, RAC shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of City; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes RAC's indemnification of City. RAC's obligations hereunder shall be satisfied when RAC has provided to City the appropriate form of dismissal (or similar document) relieving the City from any liability for the action or claim involved. The specified insurance limits required in this MOU shall in no way limit or circumscribe RAC's obligations to indemnify and hold harmless the City.

9.2 City shall indemnify and hold harmless the RAC, and the RAC's employees, officers, managers, agents and board members from any liability, claim, damage or action whatsoever, arising out of the sole negligence or willful misconduct of City, its officers, employees, subcontractors, agents or including but not limited to property damage, bodily injury, or death. City shall defend, at its sole cost and expense, including but not limited to attorney fees, cost of investigation, defense and settlement or awards, the RAC and the RAC's employees, officers, managers, agents and board members in any such action or claim. With respect to any action or claim subject to indemnification herein by City, City shall, at its sole cost, have the right to use counsel of its own choice and shall have the right

to adjust, settle, or compromise any such action or claim without the prior consent of RAC; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes City's indemnification of RAC. City's obligations hereunder shall be satisfied when City has provided to RAC the appropriate form of dismissal (or similar document) relieving the RAC from any liability for the action or claim involved.

10. INDEPENDENT CONTRACTOR. In the performance of this MOU, RAC, and RAC's employees, subcontractors and agents, shall act in an independent capacity as independent contractors, and not as officers or employees of the City of Riverside. RAC acknowledges and agrees that the City has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance to RAC, or to RAC's employees, subcontractors and agents. RAC, as an independent contractor, shall be responsible for any and all taxes that apply to RAC as an employer.

11. NON-DISCRIMINATION. During RAC's performance of this MOU, RAC shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, gender, gender identity, genetic information, gender expression, sex or sexual orientation, military and veteran status, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, RAC agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this MOU.

12. NOTICES. Service of any notices, bills, invoices or other documents required or permitted under this MOU shall be sufficient if sent by one party to the other by United States mail, postage prepaid and addressed as follows:

To City

Parks and Recreation Department
City of Riverside
Attn: Director
3900 Main Street, 5th Floor
Riverside, CA 92522

To RAC

Riverside Arts Council
Attn:
3700 6th Street
Riverside, California 92501

13. VENUE. Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this MOU shall be tried in the Superior Court of California, County of Riverside and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

14. WAIVER. No action or failure to act by the City shall constitute a waiver of any right or duty afforded City under this MOU, nor shall any action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically provided in this MOU or as may be agreed in writing.

15. SEVERABILITY. Each provision, term, condition, covenant and/or restriction, in whole and in part, in this MOU shall be considered severable. In the event any provision,

term, condition, covenant and/or restriction, in whole and/or in part, in this MOU is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this MOU and shall not affect any other provision, term, condition, covenant and/or restriction of this MOU and the remainder of the MOU shall continue in full force and effect.

16. AMENDMENTS. This MOU may be modified or amended only by a written agreement executed by the RAC and City.

17. AUTHORITY. The individuals executing this MOU and the instruments referenced herein on behalf of RAC each represent and warrant that they have the legal power, right and actual authority to bind RAC to the terms and conditions hereof and thereof.

18. ENTIRE AGREEMENT. This MOU constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this MOU, and supersedes all prior and contemporaneous understandings or agreements of the parties. Neither party has been induced to enter into this MOU by, and neither party is relying on, any representation or warranty outside those expressly set forth in this MOU.

19. DIGITAL AND COUNTERPART SIGNATURES. Each party to this MOU intends and agrees to the use of digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (Civil Code §§ 1633.1, et seq.), California Government Code § 16.5, and California Code of Regulations Title 2 Division 7 Chapter 10, to execute this MOU. The parties further agree that the digital signatures of the parties included in this MOU are intended to authenticate this writing and to have the same force and effect as manual signatures for purposes of validity, enforceability, and admissibility. For purposes of this section, a “digital signature” is defined in subdivision (d) of Section 16.5 of the Government Code and is a type of “electronic signature” as defined in subdivision (h) of Section 1633.2 of the Civil Code. This MOU may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each certified or authenticated electronic copy of an encrypted digital signature shall be deemed a duplicate original, constituting one and the same instrument and shall be binding on the parties hereto.

20. INTERPRETATION. City and RAC acknowledge and agree that this MOU is the product of mutual arms-length negotiations and accordingly, the rule of construction, which provides that the ambiguities in a document shall be construed against the drafter of that document, shall have no application to the interpretation and enforcement of this MOU.

19.1 Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of the MOU or any of its terms. Reference to section numbers, are to sections in the MOU unless expressly stated otherwise.

19.2 This MOU shall be governed by and construed in accordance with the laws of the State of California in effect at the time of the execution of this MOU.

[signatures on the following page]

IN WITNESS WHEREOF the parties hereto have caused this MOU to be executed the day and year first above written.

CITY OF RIVERSIDE, a California
charter city and municipal corporation

RIVERSIDE ARTS COUNCIL, a California
nonprofit public benefit corporation

By: _____

City Manager

By: Carrie Miller

Carrie Miller

[Printed Name]

Treasurer

[Title]

Attest: _____

City Clerk

Certified as to Availability of Funds:

By: 
Rico Alderette (Aug 6, 2025 00:20:58 PDT)

Rico Alderette

[Printed Name]

Chair

[Title]

By: _____

Chief Financial Officer

Approved as to Form:

By: 

Deputy City Attorney