

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

847



FROM: Waste Management Department

SUBMITTAL DATE:
May 17, 2011

SUBJECT: Payment of S.C.R.A.P. (Student Creative Recycle Art Program) Art Gallery Annual Space Rental at Riverside County National Date Festival Fairgrounds

RECOMMENDED MOTION: That the Board of Supervisors authorize Waste Management Department (Department) to pay \$12,000 a year for up to five years for rental space occupied by S.C.R.A.P. Art Gallery at Riverside County Fairgrounds.

BACKGROUND: The S.C.R.A.P. Art Gallery, which is now celebrating its 14th year of service, provides recycling and environmental education activities for students throughout the Coachella Valley and Riverside County, supporting the County's and its cities' AB 939 diversion programs. This not-for-profit, 501 (c) (3) organization, which is located at the Riverside County National Date Festival Fairgrounds, is a public-private partnership with supporting funding coming from a variety of sources. The Department has supported the S.C.R.A.P. Art Gallery over the gallery's last fourteen years by paying the annual rental fee of \$12,000 charged by the County to occupy space at the County Fairgrounds. The Department's current authority to provide this support ends on June 30, 2011. Because of the gallery's innovative program, providing a link between industry, education, the arts, and environment, the Department would like to continue this same level of support. (continued)



Hans Kernkamp, General Manager-Chief Engineer

FORM APPROVED COUNTY COUNSEL
BY: NEAL R. KIPNIS
DATE: [Signature]
Departmental Concurrence

FINANCIAL DATA	Current F.Y. Total Cost:	\$12,000.00	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$0	Budget Adjustment:	No
	Annual Net County Cost:	\$0	For Fiscal Year:	2012

SOURCE OF FUNDS: Waste Management Enterprise Funds	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY: 
Alex Gann

County Executive Office Signature

Dep't Recomm.: Consent Policy
Per Exec. Ofc.: Consent Policy

Prev. Agn. Ref.: 12.1 (6/12/07) | **District:** 4 | **Agenda Number:**

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

12.1

**Form 11 - Payment of S.C.R.A.P. Art Gallery Annual Space Rental at County Fairgrounds
May 12, 2011
Page 2**

BACKGROUND:

Attached is the Riverside County Fair and National Date Festival Interim Events Space Rental Agreement entered into by the S.C.R.A.P. Art Gallery and the County of Riverside, which specifies that the annual rental fee is \$12,000 and provides that the annual agreement can be extended in one (1) year terms, not to exceed five (5) years, upon written request. The Department will transfer funds annually to the County of Riverside Economic Development Agency on behalf of the S.C.R.A.P. Art Gallery upon receipt of an invoice from the Riverside County Fair and National Date Festival. Renewal of future year funding for rental of space through June 30, 2016, will be evaluated by the Department annually based on a review of past performance. In order to maintain this level of funding, the S.C.R.A.P. Art Gallery will be required to annually report on performance through its website (www.scrapgallery.org) and/or through the Gallery Director's online blog (<http://karenriley.blogspot.com>) and to provide evidence that the Space Rental Agreement has been extended in accordance with the provisions of the Agreement.

Attachment

RIVERSIDE COUNTY FAIR AND NATIONAL DATE FESTIVAL
INTERIM EVENTS
SPACE RENTAL AGREEMENT

This Agreement is made and entered into the ___ day of _____, 2010 by and between the County of Riverside ("COUNTY") and S.C.R.A.P. ART GALLERY ("RENTER"). The parties agree as follows:

1. **Documents Made Part of This Agreement:** This Agreement is comprised of the following documents: This Agreement.

2. **Space:** COUNTY grants to RENTER the right to occupy the following space: **North half of the Junior Exhibit Building.**

RENTER's use of this space shall be limited to the following purpose and activity: **July 1, 2010 through June 30, 2011 with an option to extend for one (1) year terms not to exceed five (5) years with written request for each year extension not later than sixty (60) days prior to renewal date.**

Rental of north half of the Junior Building for the S.C.R.A.P. Gallery that provides art classes for local students in cooperation with planned field trips.

RENTER has the experience to properly conduct this activity in an appropriate manner.

3. **Payment:** RENTER shall pay COUNTY the following amount(s) for the rights and privileges granted by this Agreement: **\$12,000.00 annually to be paid by S.C.R.A.P. Gallery on a quarterly basis upon receipt of an invoice.**

4. **County Representative:** The following COUNTY representative shall be the contact for RENTER with regard to this Agreement:

Name: Pamela Serafini

Title: Interim Events Coordinator

5. **Dates for Activity; Force Majeure:** COUNTY shall not be in default under this Agreement or liable in any way to RENTER if for any reason the activity described in this Agreement is not held on the planned date(s). This shall apply regardless of the cause of why the activity is not held on the planned date(s). If the activity is not held on the planned date(s), COUNTY shall not be required to pay any damages (including but not limited to lost profits or consequential damages), reimbursement or other compensation to RENTER, or to pay any refund to RENTER. The terms of this section shall also apply if the activity is interrupted or delayed, in part or in full.

6. **Compliance with Laws; Licensing:** RENTER shall comply with all applicable laws, rules and regulations related to performance of this Agreement, including but not limited to all applicable fair employment, civil rights, access, health and safety laws, rules and regulations. RENTER represents and warrants that it has all licenses, permits and qualifications as are legally or professionally required to perform the activities stated in this Agreement. RENTER shall comply with all applicable COUNTY policies, procedures, rules and regulations.

7. **Termination:** This Agreement may be terminated by COUNTY for any reason (with or without cause) upon giving 30 days written notice to RENTER. COUNTY may terminate this Agreement immediately (or re-assign or re-rent RENTER's space) and may retain any payments or deposits already made by RENTER to COUNTY when any of the following occurs: (1) COUNTY determines that RENTER's activities are resulting in or may result in discredit to COUNTY; (2) RENTER has acted dishonestly; (3) RENTER is unwilling or unable for any reason to properly perform; or (4) RENTER fails to comply with the payment or other terms of the Agreement.

8. **Independent Contractor:** A. RENTER is acting as an independent contractor, and no relationship of employer-employee exists between RENTER (including its employees, agents or representatives) and COUNTY. RENTER assumes full and exclusive responsibility for its acts and the acts of its employees, agents and subcontractors related in any way to this Agreement. RENTER (including its employees, agents or representatives) shall not be entitled to any benefits payable to employees of COUNTY, including but not limited to workers' compensation, retirement, leave or other similar benefits. RENTER assumes full responsibility for payments of all federal, State and local taxes or other contributions imposed or required under social security, workers' compensation, income tax, disability, unemployment, retirement or similar laws or regulations, related to RENTER, its employees, agents or representatives. RENTER shall indemnify COUNTY against any and all claims that may be made against COUNTY based upon a contention by any person or entity that an employer-employee relationship exists by reason of this Agreement, including but not limited to any federal, State or other payments which COUNTY may be required to make related to such a claim. RENTER shall immediately reimburse COUNTY for any payments which COUNTY may be required to make related to any such claim.

B. RENTER and its agents, servants, employees, subcontractors or other representatives shall not act and shall not in any manner be construed to be agents, officers, or employees of COUNTY; shall not in any manner incur or have the power to incur any debt, obligation or liability against or on behalf of COUNTY; and shall in no way represent themselves to be officers, employees or agents of COUNTY. COUNTY shall not in any way be liable for any debts, acts, obligations or other liabilities or actions of RENTER, its agents, servants, employees, subcontractors or other representatives.

9. **Insurance:** A. No later than: **July 1, 2010**, RENTER shall provide to COUNTY original insurance certificates which evidence the following coverages from companies licensed to issue such insurance in the State of California:

- (a) Workers' compensation insurance as required by the laws of the State of California;
- (b) Commercial general liability insurance, on an occurrence basis, with limits not less than \$1,000,000 combined single limit per occurrence (for injury, death, property damage or other occurrence);
- (c) For contracts involving extensive use of vehicles (automobiles, trucks or other vehicles) on or near the Fair grounds, commercial automobile liability insurance, on an occurrence basis, with limits of not less than \$1,000,000 combined single limit per occurrence (for injury, death, property damage or other occurrence); and
- (d) Any other insurance required by law or the State of California for this type of activity or event.

B. The insurance certificates must also include the following:

- (a) The dates of inception and expiration of the insurance;
- (b) A statement that the following are listed as additional insureds: The County of Riverside; the Riverside County Fair and National Date Festival; the Riverside County Economic Development Agency; and the officers, employees, servants and agents of these entities;
- (c) A statement that the insurance cannot be cancelled or reduced without 30 days prior written notice to COUNTY; and
- (d) A statement that the certificate holder shall be: County of Riverside, Riverside County Fair and National Date Festival, 82-503 Hwy 111, Indio, California 92201.

10. Indemnification: RENTER shall indemnify and hold harmless COUNTY, including its officers, employees and agents, from any and all liabilities, claims, damages, demands, or actions of whatever kind or nature (including, but not by way of limitation, wrongful death, bodily injury, property damage, and legal representation and expenses) arising out of or in any manner connected with RENTER's activities or actions related to this Agreement.

11. Right to Monitor: COUNTY shall have the right to monitor the activities of RENTER. COUNTY shall at all times have access to the premises for inspection or to assure compliance with this Agreement.

12. Governing Law; Jurisdiction: This Agreement shall be governed by and interpreted in accordance with the laws of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court for the State of California located in Riverside County. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of the Agreement will continue in full force without being impaired or invalidated in any way.

13. Miscellaneous: A. RENTER shall be responsible for all taxes imposed upon RENTER in any way related to this Agreement. The legal interests given to RENTER in this Agreement may cause RENTER to be subject to property or other taxation.

B. RENTER shall not assign any interest in or part of this Agreement without the prior written consent of COUNTY.

C. RENTER shall ensure that there shall be no discrimination against or segregation of any person, or group of persons, on account of disability, sex, marital status, race, religion, color, creed, national origin, or ancestry related in any way to the activities specified in this Agreement.

D. Any waiver by COUNTY of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent breach of the same or of any other term hereof. Failure on the part of COUNTY to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms of this Agreement or estopping COUNTY from enforcement of such terms.

E. This agreement is intended by the parties as the final, complete and exclusive statement of their understanding with respect to the subject matter of this Agreement, and supercedes any and all prior or contemporaneous oral or written understandings or statements. This Agreement may be changed or modified only pursuant to a written document signed by the authorized representatives of both parties.

14. Additional Requirements: A. RENTER shall not be allowed to occupy the site or otherwise begin the activity until all preliminary requirements and terms and conditions have been met. RENTER will conduct its activity in a quiet and orderly manner. RENTER shall keep its space and adjacent areas properly arranged, orderly and clean. RENTER's activity shall not infringe upon other persons, vendors, renters or the public. RENTER shall confine its activity to the space described in the Agreement. RENTER shall not engage in any other activity at or about the space other than as expressly stated in this Agreement. All methods of activity, operation or sale shall be subject to the approval of COUNTY. RENTER's space is subject to relocation if deemed necessary by COUNTY.

B. COUNTY is not responsible for loss or damage to the property of RENTER.

C. RENTER is solely and entirely responsible for the space allotted to RENTER. RENTER represents that it has inspected the space and the premises which are the subject of this Agreement, has accepted the condition of the space and the premises, and fully assumes any and all risks incidental to the use of the space and the premises. RENTER shall immediately reimburse COUNTY for any damage to the space, equipment, grounds or other property which occurs in connection with RENTER's use of the space.

D. RENTER will not handle or sell any items or transact any business for which an exclusive privilege has been given to another person by COUNTY.

E. RENTER shall comply with all safety orders of COUNTY, the State of California Division of Industrial Safety Dept. of Industrial Relations, and other regulatory agencies. All tents, structures or enclosures erected by RENTER shall have the prior approval of COUNTY and other regulatory agencies. Any decorative material used by RENTER must be flame-proof.

F. No later than: *N/A*, RENTER shall remove each and every item from RENTER's space (including but not limited to all boxes, crates, goods, materials, trash or debris). If RENTER fails to fully and properly vacate the space as required, COUNTY may without further notice to RENTER remove and store any unremoved items at the risk and expense of RENTER. Any item of RENTER that has not been retrieved by RENTER within 15 days of the end of RENTER's activity shall be considered abandoned, shall become the property of COUNTY, and COUNTY may thereafter dispose of such item as COUNTY in its sole discretion deems to be appropriate.

G. All signs must be of a professional nature. No signs may extend beyond the airspace of RENTER's space without prior written consent of COUNTY. COUNTY, in its sole discretion, may disallow or require to be removed any signs that are considered offensive or inappropriate.

H. If a dispute arises between RENTER and COUNTY which is not settled by discussion, RENTER shall immediately submit a written statement to COUNTY which fully describes this dispute. COUNTY shall make a decision in writing regarding the dispute, which shall be final and conclusive. RENTER shall continue to comply with all Agreement requirements without interruption during the dispute period.

("RENTER")

By: *Karen Riley*
Name and title: Karen Riley
S.C.R.A.P. Gallery Executive Director
46-350 Arabia Street
Indio, CA 92201
(760) 863-7777
(760) 861-6479 cell

Dated: 6/21/10

COUNTY OF RIVERSIDE

By: *Daryl Shippy*
Name and title: Daryl Shippy
Fair Manager

Dated: 6/21/10

S.C.R.A.P. Gallery
Addendum E2010-47
July 1, 2010 through June 30, 2011

- A. Renter is responsible for providing a sufficient barricade to frame the Gallery off from the other uses in the Junior Exhibit building except during Fair time (February 12-21). During this time the barricades may be removed so that pedestrian traffic can view the Gallery and easily flow through the building. The SCRAP Gallery will manage their space during open hours in order to service visitors and be responsible only for their own activities.
- B. Renter is hereby aware that there are vehicles stored in the remainder of the Junior Exhibit building. Renter is responsible for evacuating the building if exhaust fumes from any vehicle encompass the building.
- C. Renter may set up tables and chairs outside between the Junior Exhibit building and Gem and Mineral Building. At the end of each day, Renter is responsible for leaving the grounds free of any debris caused by the SCRAP Gallery.
- D. Renter, will place and maintain flower planter near the entrance to the Gallery.
- E. Renter may place a banner near the front gate that will be sufficiently tied down. Location of banner will be approved by Fair Management.
- F. Children and young adults visiting the Gallery will be supervised at all times including to and from restrooms. The Renter may use the north gate restroom; Renter is responsible for corrections of any restroom vandalism caused by the SCRAP Gallery. A key will be provided by County for restrooms.
- G. The primary hours of the Gallery will be from 8:00 a.m. to 6:00 p.m., Monday through Friday.
- H. The Primary clientele of the Gallery is Kindergarten through 9th grade youth and their chaperones, teachers and families. All clients of the Gallery will be supervised at all times.
- I. Renter is responsible for any vandalism to the vehicles at the Junior Exhibit building when not in use.
- J. Renter is responsible for locking all doors of the Junior Exhibit building when not in use.
- K. Renter is responsible for climate control, which may require such devices, including but not limited to installation of fans, swap coolers, heaters, etc. in the Gallery, location of which will be approved by Fair Management prior to installation. If it should get too cold or hot, Renter will evacuate the building for a period of time until climate is under control.
- L. All shelving over four feet tall shall be attached to the walls so as to be earthquake safe.
- M. Renter is responsible for bringing the Gallery portion of the building up to fire standards, if required by fire codes, which may include the installation of fire extinguishers.
- N. All recycled materials and supplies must be kept in appropriate bins/shelves so as not to become debris in the building or on the grounds.
- O. Renter and Renter's clientele is responsible for transportation of clients to and from the Gallery.
- P. Bus/Van loading and unloading area will be via Gate 1A unless otherwise approved by Fair Management. Gallery staff may park parallel to the Junior Exhibit building's west side in an amount not to exceed five (5) cars, except during the fair when Renter will need to park off grounds.
- Q. Renter may paint, carpet, or otherwise furnish the Gallery area at Renter's expense.
- R. Any and all expenses related to the installation of telephones will be at Renter's expense.
- S. Renter may affix directional signs to the chain link fence and building. Location and sign text shall be approved by Fair Management.
- T. County may enter Gallery at any time, but will not move or disturb SCRAP Gallery possessions, without prior notification from Renter, unless there is an emergency issue.