



SUBMITTAL TO THE BOARD OF DIRECTORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



353 A

FROM: Regional Park & Open-Space District

SUBMITTAL DATE:
January 16, 2012

SUBJECT: 2013 Lightning in a Bottle Arts and Music Festival at the Lake Skinner Recreation Area – District III/III

RECOMMENDED MOTION: That the Board of Directors approves and:

1. Authorizes the General Manager, or designee, to sign agreements, amendments and renewals for temporary, one-time or reoccurring future events with The Do LaB at Lake Skinner Recreation Area, when the required contract documents have been approved by County Counsel; and
2. Authorizes the General Manager, or designee, to sign the attached agreement between the Regional Park and Open-Space District (District) and The Do LaB to conduct the 2013 Lightning in a Bottle Arts and Music Festival on July 12, 13 & 14, 2013, at the Lake Skinner Recreation Area.

BACKGROUND: (continued on page 2)

Scott Bangle, General Manager

2013- 018D JWW

FINANCIAL DATA N/A	Current F.Y. Total Cost:	\$ 0	In Current Year Budget:
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:
	Annual Net County Cost:	\$ 0	For Fiscal Year:

SOURCE OF 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

MINUTES OF THE REGIONAL PARK AND OPEN SPACE DISTRICT

On motion of Commissioner Stone, seconded by Commissioner Benoit and duly carried, IT WAS ORDERED that the above matter is received and filed as recommended.

Ayes: Stone, Benoit and Ashley
 Nays: None
 Absent: Tavaglione and Jeffries
 Date: January 29, 2013
 xc: Parks

Kecia Harper-Ihem
 Clerk of the Board
 By:
 Deputy

Prev. Agn. Ref.:

District: III/III

Agenda Number

ATTACHMENTS FILED

13-4 D

FORM APPROVED COUNTY COUNSEL
 BY:
 NEAL R. KIPNIS
 DATE: 1/16/13
 Departmental Concurrence

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

**SUBJECT: 2013 Lightning in a Bottle Arts and Music Festival at the Lake Skinner
Recreation Area – District III/III**

BACKGROUND:

The Do LaB, LLC, is a Los Angeles based company specializing in interactive environments and event production; well known for creating art formed experiences that embrace our environment while promoting sustainability. The Do LaB has requested to conduct a three day Lightning In a Bottle Arts and Music Festival at the Lake Skinner Recreation Area on July 12, 13 & 14, 2013. This event is expected to attract approximately 15,000 event participants to Lake Skinner Recreation Area in Winchester, California. The multi-day event offers hundreds of workshops that focus on green and healthy lifestyles, speakers who focus on motivating attendees and entertainment line-ups.

This premier lifestyle festival is the only one in North America to have won an "Outstanding" Award by "A Greener Festival" three years in a row due to their focus on sustainability and promoting a green lifestyle. In order to accomplish green objectives, The Do LaB installs temporary filtered water stations and temporary solar panels to feed back into the power grid. In addition, The Do LaB uses bio-diesel capable vehicles for event shuttles and sponsors projects after the festival that will help to offset the festival's carbon footprint.

The District has received very positive feedback from agencies who have recently worked with The Do LaB. This includes the County of Orange Sheriff, County of Orange Fire Authority and the several large event production providers. The District is confident that The Do Lab has the experience and resources to conduct a large planned event as proposed. Moreover, this event supports the County goal "...to promote in everything we touch, practices which achieve and sustain livable Riverside County communities" through explicit environmental theming. The District, The Do LaB and all festival partners, will work closely to ensure that this event is extremely successful.



CONCESSION AGREEMENT FOR SPECIAL ACTIVITIES

Dates and times of event: July 12 - July 14, 2013

This Agreement is made by and between the Riverside County Regional Park and Open-Space District ("DISTRICT") and The Do LaB ("CONCESSIONAIRE"). The parties agree as follows;

1. CONCESSIONAIRE desires to secure from DISTRICT the privilege to conduct the following activity: 2013 Lightning in a Bottle Arts and Music Festival.
2. The activity will be held at Lake Skinner Recreation Area on July 12-14, 2013.
3. DISTRICT grants to CONCESSIONAIRE the privilege to occupy the following location subject to the terms and conditions of this agreement Developed area within the Lake Skinner Recreation Area.
4. CONCESSIONAIRE agrees that the use of the location shall be limited to the following purpose(s): (See attached 2013 Lightning in a Bottle Business Plan).
5. CONCESSIONAIRE shall pay DISTRICT the following amount(s) for use of the location: \$121,810 as itemized in the cost summary to include 198 full hook-up sites, 48 water w/electricity sites, 39 water only sites, 1,970 primitive sites and a \$2,500 refundable damage deposit. Concessionaire will also be required to pay \$1.00 per day-use ticket sold and \$1.00 per car/bus/motor home charged a parking fee. \$48,000 shall be due as a deposit by March 28, 2013, and The Do LaB will be required to pay the outstanding balance by August 14, 2013 at 4:00pm (PST).
6. A Special Event Application Permit (which has been attached to and is made part of this agreement) has been completed by CONCESSIONAIRE and submitted to DISTRICT at least two (2) weeks prior to execution of this agreement. This Application must include the following (where applicable): Statement why the proposed activity is compatible with use of the Riverside County Regional Park & Open-Space District; description of all charges to be made by CONCESSIONAIRE or other persons for the activity and method for collection of charges; listing of items to be sold at the activity; estimated gross receipts to be collected by CONCESSIONAIRE or other persons; maximum attendance at the activity and proposed methods for limiting attendance; description of parking arrangements; listing of individuals responsible for management of the activity; and plan for fire, police and medical protection.
7. No later than March 28, 2013 prior to the activity, CONCESSIONAIRE shall provide DISTRICT with a cash deposit in the amount of \$48,000.00 to guarantee the following: money which may be payable to DISTRICT pursuant to this Agreement; payment of any utility charges related to the activity; obligation of CONCESSIONAIRE to remedy any damage to the location related to the activity; obligation of CONCESSIONAIRE to remove all trash or other personal property left at the location following the activity; or reimbursement of DISTRICT for any costs incurred by DISTRICT or third parties in order to restore the location to the condition which existed prior to the activity.
8. CONCESSIONAIRE shall not be allowed to occupy the location or otherwise begin the activity until CONCESSIONAIRE has complied with all terms and conditions of this Agreement.

9. CONCESSIONAIRE agrees that failure at any time to comply with any term or condition of this Agreement shall give DISTRICT the unilateral right to immediately terminate this Agreement and prohibit CONCESSIONAIRE'S use of the location. If such termination occurs, DISTRICT reserves the right to retain any payments made by CONCESSIONAIRE pursuant to this Agreement. DISTRICT retains the right to enter the location at any time and use the premises in the manner which is deemed by DISTRICT to be in the best interests of DISTRICT or the public.
10. CONCESSIONAIRE agrees that any authorized representative of DISTRICT or County of Riverside shall have access to the location at all times before, during or after the activity.
11. The general public shall have access to the location except as follows: N/A.
12. CONCESSIONAIRE shall ensure that the activity and all related operations are conducted in a quiet and orderly manner consistent with use of the location.
13. CONCESSIONAIRE is solely responsible for the location allocated for the activity; and CONCESSIONAIRE agrees to immediately compensate DISTRICT or third parties for any damage caused to the location or other areas related to the activity.
14. Following completion of the activity, CONCESSIONAIRE shall immediately restore the location and adjacent areas to the conditions which existed prior to the activity. CONCESSIONAIRE shall immediately repair or replace any property which is damaged as the result of the activity.
15. The location shall be kept clean and free from all trash and debris. CONCESSIONAIRE shall ensure that the location and surrounding areas are cleared in a proper manner of all trash, debris or other materials related to the activity immediately upon conclusion of the activity. Trash, debris or other materials shall be placed in appropriate receptacles and shall not be moved into the streets or other areas.
16. When requested by CONCESSIONAIRE in writing, DISTRICT will issue passes to CONCESSIONAIRE representatives for the activity, The names of such representatives must be furnished to DISTRICT no later than 60 days prior to Festival date.
17. Vehicles present at the activity may be parked in general public parking areas Except as follows: Only in designated areas (See Attached 2013 Lightning in a Bottle Business Plan for specifics).
18. CONCESSIONAIRE is responsible to direct all vehicular traffic at the activity unless otherwise required by DISTRICT.
19. DISTRICT must approve in advance charges of any kind to be imposed by CONCESSIONAIRE or other persons related to the activity. CONCESSIONAIRE shall provide a complete list of all such charges to DISTRICT at least five (5) work days prior to the activity (including prices for all items to be sold at the activity); and CONCESSIONAIRE agrees to revise any charges as reasonably requested by DISTRICT. The charges submitted to DISTRICT shall apply throughout the duration of the activity. CONCESSIONAIRE shall post signs at the location which state the charges in a conspicuous manner. The size, content and location of the signs is subject to approval by DISTRICT.
20. DISTRICT and local fire authorities must approve in advance the use of any building, tent, enclosure or other similar structure. No structure shall be constructed or erected at the location except as stated in this agreement.
21. CONCESSIONAIRE shall confine the activity to the location described in this Agreement. CONCESSIONAIRE shall not engage in an other activity or business at or about the location other than as expressly stated in this Agreement.

22. CONCESSIONAIRE shall ensure that the location is ready for the activity at least 30 minutes before the activity is opened to the public.
23. Sound-producing or sound-amplification devices may not be used at or near the location without the prior written approval of DISTRICT. Such devices must not cause annoyance or disturbance to other persons at or near the location. DISTRICT'S determination as to the acceptability of such devices shall be final and conclusive.
24. No games, gambling or other activity in which money is used as a prize or premium (including cash "buy backs" of any prize or premium) shall occur at or near the activity or otherwise be used or promoted by CONCESSIONAIRE in connection with the activity. Any method of merchandising used at or related to the activity shall be subject to approval of DISTRICT and local law enforcement officials.
25. DISTRICT, County of Riverside, or any third party which owns or operates the location assume no responsibility for loss or damage to property of CONCESSIONAIRE or persons who attend the activity. Property which may be removed or is easily damaged should be secured in protected areas.
26. In the event that DISTRICT is required to remove or store any property or materials because of CONCESSIONAIRE'S failure to properly vacate the location, CONCESSIONAIRE shall immediately compensate DISTRICT for all costs associated with such removal or storage.
27. CONCESSIONAIRE must obtain all licenses or permits which may be required for the activity. CONCESSIONAIRE shall provide copies of all required licenses or permits to DISTRICT no later than no later than fifteen (15) days prior to the date of the festival
28. Sale of alcoholic beverages shall not be allowed without a proper license or permit and prior written approval of DISTRICT. DISTRICT must approve in writing the exact location where sale of alcoholic beverages will occur.
29. If food or other goods are to be sold at the activity, CONCESSIONAIRE shall ensure that all persons engaged in such sale wear suitable clothing in accordance with the requirements of the State of California and other regulatory agencies. CONCESSIONAIRE shall ensure that all persons selling or otherwise distributing foods, beverages or other items for human consumption maintain pure, clean, adequate and wholesome stock which is kept free from any contamination; and that such items are served in accordance with the requirements of the State of California and other regulatory agencies.
30. CONCESSIONAIRE shall ensure that the activity is conducted in all respects in compliance with all applicable rules and regulations of DISTRICT, County of Riverside, the State of California and any other public agency. CONCESSIONAIRE shall ensure that the activity does not infringe upon the rights, privileges or privacy of other persons within the vicinity of the activity.
31. Fires are not permitted at the activity except with the prior written approval of DISTRICT and any other applicable public agency.
32. CONCESSIONAIRE shall not discriminate in its recruiting, hiring, promotion, demotion or termination practices on the basis of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement or related activities; and CONCESSIONAIRE shall comply with all applicable fair employment and civil rights laws or regulations.
33. DISTRICT'S failure to enforce any term or condition of this Agreement shall not be construed as a waiver of any subsequent breach of such term or condition.

34. INSURANCE. CONCESSIONAIRE shall provide insurance as follows:
- a) CONCESSIONAIRE shall provide liability insurance in the following amounts: Bodily injury (\$1,000,000); Property damage (\$1,000,000). Shall provide RIVERSIDE COUNTY REGIONAL PARK & OPEN-SPACE DISTRICT with a Certificate of Insurance evidencing such coverage. The certificate shall name the following as additional insureds: "Riverside County Regional Park & Open-Space District, Park, County of Riverside, and their respective Directors, Officers, elected officials, employees, agents or representatives as an Additional Insured. The certificate must state that the insurance will not be canceled or reduced without 30 days prior written notice to Riverside County Regional Park & Open-Space District.
 - b) CONCESSIONAIRE shall provide Workers' Compensation Insurance as required by California law.
 - c) DISTRICT shall not be responsible for payment of premiums for insurance provided pursuant to this Agreement.
 - d) All insurance coverage shall be subject to approval by DISTRICT and its County Counsel. Insurance provided by insurers not licensed in California is strongly discouraged and may not be acceptable.
35. INDEMNIFICATION. CONCESSIONAIRE shall indemnify and hold harmless DISTRICT, County or Riverside, and any third party which owns or operates the location, including their officers, employees, agents and guests, against any liability, damage, claim, action, demand, judgment, loss, cost or expense of any kind arising from personal injury, death, property damage, or any other cause based or allegedly based upon any act or omission of CONCESSIONAIRE, its officers, employees, agents or guests, related to or in any way connected with the activity or use of the location.
36. Any legal action filed by either party relating to the interpretation or performance of this Agreement shall be filed in the appropriate Court of the State of California in the County of Riverside.
37. This Agreement, including any exhibits or attachments, shall represent the complete Agreement between the parties regarding the activity. This Agreement may not be amended by a prior or subsequent oral agreement between the parties or other representatives. The terms of this Agreement may be altered only by a written document signed by both parties.
38. This Agreement or the privileges granted herein cannot be assigned or otherwise transferred without the prior written consent of DISTRICT.
39. Additional requirements: The Do LaB will need to, at its own expense, coordinate its EMS and Public Safety Plans with both the Riverside County Sheriff's Office and Riverside County Fire. The Do LaB will be required to pay any outstanding balance by August 14, 2013 at 4:00pm (PST). If any of the conditions/requirements in both the Concessionaire Agreement and Business Plan are not met, RivCoParks and/or MWD reserve the right to reschedule or cancel this event. Refer to the 2013 TVBWF Business Plan for the following:
- Lightning in a Bottle and District responsibilities
 - Lightning in a Bottle and excluded camp sites
 - Parking
 - Site preparation, Set-up, and dismantling
 - Damages

CONCESSIONAIRE

By: _____ Dated: _____

Name (printed or typed): _____

Title: _____

Organization: _____

RIVERSIDE COUNTY REGIONAL PARK & OPEN-SPACE DISTRICT

By: _____ Dated: _____
Scott Bangle, General Manager

Attachment: Special Event Application Permit

FORM APPROVED COUNTY COUNSEL

BY: NEAL R. KIPNIS DATE 1/16/13

THE DO LAB
A NON-PROFIT CORPORATION
2013 BUSINESS PLAN

PURPOSE

The Do LaB is an established company that creates small to large premier lifestyle events – including the Lightning in a Bottle Arts and Music Festival (FESTIVAL). The FESTIVAL is a celebration of art, music, performance, sustainability and life.

VENUE

The Do LaB intends to utilize Lake Skinner Recreation Area (37701 Warren Road, Winchester, CA 92596), Riverside County Regional Park and Open Space District (DISTRICT) as the site for the 2013 FESTIVAL. While this will be the first year this event will be held at Lake Skinner, it is hoped that this venue will be the new permanent location for the FESTIVAL.

EVENT DATES

Wednesday afternoon (after 2:00pm), staff and volunteers will be able to begin arriving. On Thursday (after 11:00am) campers will be scheduled to arrive. Friday July 12, Saturday, July 13 and Sunday, July 14, are the scheduled dates for the 2013 FESTIVAL. Below is a schedule of times for the planned activities:

Lightning Stage

Friday, July 12, 2013	4:00pm to 12:00am (performances & speakers)
Saturday, July 13, 2013	3:00pm to 12:00am (performances)
Sunday, July 14, 2013	3:00pm to 12:00am (performances)

Bamboo Stage

Friday, July 12, 2013	1:30pm to 12:00am (performances & speakers)
Saturday, July 13, 2013	1:30pm to 12:00am (performances)
Sunday, July 14, 2013	1:30pm to 12:00am (performances)

Woogie Stage

Friday, July 12, 2013	12:00pm to 12:00am (performances & speakers)
Saturday, July 13, 2013	12:00pm to 12:00am (performances)
Sunday, July, 14 2013	12:00pm to 12:00am (performances)

Access to enter and or leave the park (except in case of emergency) shall be provided between 6:00am and 10:00pm each day (except Thursday, where access will be allowed until 12:00am).

ACTIVITIES

1/16/2013

- A. **Yoga** - Yoga classes will be held throughout the weekend starting in the morning until sunset each day. Classes will be held in the yoga tent and larger classes will be held at the stages.
- B. **Speakers** - Speakers discussing topics from healthy living to environmental awareness will be held at Temple of Consciousness stage starting in the morning and will be scheduled throughout the day over the course of the weekend.
- C. **Workshops** - A vast array of workshops will be held throughout the event over the weekend.
- D. **Beer/Wine/Spirits** - Wine, beer and distilled spirits will be sold to those over age twenty-one. All sales of these beverages are pursuant to the requirements of the California State Alcohol Beverage Control.
- E. **Entertainment** - Over 100 performance and musical acts as well as children's entertainment on all of the stages are planned to take place throughout the weekend. These performances will include live bands, solo music producers, dj's as well as multi member performance troupes and marching bands. Most acts will take place on the main stages but many will be roaming throughout the audience at varying times.
- F. **Food Vendors** - Food vending will be vegetarian and when possible it will be local and organic. All food vendors will be in self-contained food booths and food trailers, operating in compliance with Riverside County Department of Health. Vendor area spaces and numbering shall be marked using chalk or other washable/removable marking system.
- G. **Kids' Zone** - The Kid's Zone will be a safe area for parents and children to play and be entertained during the FESTIVAL. There will be different workshops designed for children as well as music, variety shows and performances where kids and parents can watch and also get involved (interactive).
- H. **Vendors** - There will be approximately 60 art and craft and commercial booths staffed by these vendors who will display and sell their works/goods. All vendor booths shall be marked using chalk or other washable/removable marking system.
- I. **Parking** - All general parking will be located within the park operations area. This area consists of approximately 20 acres of level land located between campgrounds A and C (see attached map). Approximately 3,500 vehicles will be permitted to park in this area at any one time.

The Do LaB shall be responsible to secure a company to manage parking and shall be responsible for all costs associated with parking control.

Parking fee will be \$30 for anyone that drives with no passengers in their vehicle. For vehicles with at least one passenger there will be no charge.

FESTIVAL will be responsible for:

1. Erecting fencing as needed (including around areas where camping and MSR are in close proximity).
2. Marking at least one pedestrian crossing from the parking area to the FESTIVAL grounds as well as monitoring it throughout the FESTIVAL.
3. Marking roads within parking area.
4. Providing water trucks for dust control.
5. Providing personnel for water trucks.
6. Providing paid parking staff.
7. Providing all FESTIVAL related staff.

DISTRICT will be responsible for:

1. Preparation of parking area. (mowing)
2. Water for the water trucks to be used in the parking lot.

- J. **Splash Pad** – DISTRICT will turn the Splash Pad on from 2 p.m. to 6 p.m. on Friday, 11 a.m. to 6 p.m. on Saturday and 11 a.m. to 6 p.m. on Sunday. However, FESTIVAL will be responsible to monitor splash pad for safety and to ensure that it is being used properly by FESTIVAL attendees. Use of the Splash Pad is subject to change based upon water quality and maintenance needs.

ADMISSIONS

FESTIVAL staff will sell tickets to FESTIVAL guests at Temecula Preparatory School at Abelia Street and Washington Avenue near the Lake Skinner Recreation Area. No ticket sales will occur at the Lake Skinner Recreation Area (with the exception of a limited number of RV spaces).

ATTENDANCE

FESTIVAL will sell:

- a. A maximum of 13,000 adult tickets for FESTIVAL Camping.
- b. A maximum of 200 RV tickets for FESTIVAL Camping.
- c. A maximum of 1000 day tickets (for Sunday Only depending on space).

General admission tickets will be sold for the following prices: (subject to minor changes)

Adult FESTIVAL Ticket Rate (includes campsite)	\$215.00
RV FESTIVAL Ticket Rate	\$220.00
Kids FESTIVAL Ticket Rate (age 13 – 17)	\$100.00 (12 & under are FREE)
Day Ticket (Sunday Only)	\$85.00

TICKET OUTLET CENTER

The Do LaB will set up numerous ticket outlet centers prior to the event. The main one will be located at a local venue (Temecula Preparatory School) that will be able to accommodate ticket sales and/or will call.

FIRST AID & SECURITY SERVICES

FESTIVAL will provide a licensed medical team to ensure medical protocol and plans that are developed in conjunction with DISTRICT and local fire authorities are adhered to. FESTIVAL will also be responsible for providing any equipment and staff (at its own expense) deemed necessary by Riverside County Fire, Riverside County Sheriff's and/or DISTRICT.

Security: During FESTIVAL business hours, Riverside County Sheriff's and private security services will be utilized within the FESTIVAL grounds. For additional information please refer to heading Public Safety.

WASTE MANAGEMENT

A professional clean-up company will be contracted for trash receptacles and trash removal. The name of the company as well as the contact information (including cell phone number) of a representative from that company shall be provided to the DISTRICT no later than fifteen (15) days prior to the event date. The Do LaB will monitor trash at the venue throughout the event.

The FESTIVAL will contract with a local waste company to install sufficient portable restroom facilities for the FESTIVAL attendees (no less than 280) that will meet all health, ADA and attendance requirements, as set by Riverside County Ordinance 712. The waste company will be responsible for the sanitation and multiple cleanings (no less than 3 times per day) on a daily basis for the duration of the FESTIVAL. DISTRICT will allow contractor to dispose of sewage into evaporation ponds located in the maintenance yard. Permanent restrooms will be maintained, in conjunction, by DISTRICT and FESTIVAL staff.

RV CAMPING, CHECK IN & PATROLING

DISTRICT will provide the FESTIVAL with campgrounds A, B and C, excluding 14 hosts sites (101, 111, 125, 147, 176, 223, 248, 273, 275, 319, 337, 372, 379 and 380). All of Developed Group (Loop A & B, Developed Group Overflow (701 - 740) and Special Event Parking Campsites will be available for use as indicated on the attached map. DISTRICT will designate and number all camp sites created in the Developed Group and Developed Group Overflow Dry.

FESTIVAL can use up to 6 sites (site numbers to be determined) without charge to either party strictly for use by FESTIVAL staff. Campsites will be available beginning 2:00 p.m. Tuesday, July 5, 2013 through 7:00 p.m. Monday, July 18, 2013. FESTIVAL will be responsible for taking camping reservations, unless otherwise agreed to by DISTRICT and FESTIVAL. Reservations go on sale in as soon as possible, pending County approval. FESTIVAL is to provide DISTRICT a report regarding the number of participants registered as well as participants' contact information (name, address and phone number) on or before June 24, 2013. FESTIVAL to provide DISTRICT with updated reports to reflect any changes to reservations list after June 24, 2013 as needed. Updated reports shall be emailed to Vicki Armentrout and John Van Winkle.

DISTRICT shall provide directional signage at the kiosk indicating two lanes, one on the left and one on the right side of the kiosk, for Camping Check-In, and maintaining one lane, to the far right, for event/non-camping attendees/staff/volunteers.

FESTIVAL shall provide the DISTRICT with a complete and comprehensive participant reservation list no later than Tuesday, July 9, 2013.

FESTIVAL representative(s) shall be available in person to assist in check-in of campers, addressing double bookings and other concerns arising at check-in kiosk.

FESTIVAL will be charged with ensuring that "non-assigned camping areas" are monitored by FESTIVAL staff and/or volunteers from the arrival of the first guest to the last guests leaving.

DISTRICT, in conjunction with FESTIVAL security shall patrol all campgrounds. FESTIVAL shall patrol parking lot area and to conduct the exiting of the parking lot Sunday evening and Monday. NO OVERNIGHT CAMPING outside of designated areas will be permitted.

ANIMALS

Animals are not allowed in FESTIVAL area except for those who are commissioned by the FESTIVAL for interactive display. Those animals are to be named/listed by Do LaB and a list of animals will be provided to the DISTRICT to provide to the Metropolitan Water District no less than 15 days prior to the event date. Animals will be kept a minimum of 300 feet away from the water's edge AT ALL TIMES. These rules shall not apply to service animals. Any droppings from animals described above will be disposed of properly within 24 hours.

DAMAGE TO FESTIVAL SITE

Do LaB and DISTRICT will complete a pre-FESTIVAL inspection of the day use areas on or before July 1, 2013. DISTRICT shall document the pre-event condition of the park using digital images and notes. The Do LaB shall not be responsible for repairs related to pre-existing conditions within the park.

FESTIVAL and DISTRICT will complete a preliminary post-FESTIVAL inspection of the day use areas no later than 10 days after the last day of the event (July 29, 2013). The FESTIVAL and DISTRICT will conduct a secondary post-FESTIVAL inspection no later than 20 days after the last day of the event to determine if there was damage to the irrigation system not revealed by the preliminary inspection (August 5, 2013). If the DISTRICT allows event(s) which may cause damage to the facilities' grounds between the last day of the FESTIVAL and prior to the second post-FESTIVAL inspection the DISTRICT shall make those repairs at its own expense, as long as the damage is not documented by the DISTRICT prior to the date of the second inspection.

FESTIVAL agrees to have DISTRICT make repairs and use money from the refundable damage deposit (\$2,500).

SITE PREPARATION, SET-UP, & DISMANTLING

Site preparation will begin approximately July 5, 2013. DISTRICT will allow initial set-up and marking prior to the commencement of site preparations. Full site preparations, including building of facilities needed for the FESTIVAL, will begin two weeks before the event is scheduled to commence. It is important to note that anything set-up prior to the FESTIVAL start date must be secured against use/misuse by the general public. Set-up will commence on July 5, 2013, excluding turf areas to allow for irrigation. Irrigation in selected turf areas shall be turned off as of July 9, 2013. All facilities will be dismantled and removed on or before Friday July 19, 2013. Stage set up will not take place until Tuesday July 9, 2013. FESTIVAL shall remove equipment from all grass areas as soon as possible to allow for turf irrigation to resume as quickly as possible to avoid and prevent drought damage. All large equipment will be removed in the amphitheater area on/by Tuesday, July 16, 2013, to allow irrigation to resume by Wednesday, July 17, 2013.

DISTRICT will be responsible for the preparation of the grounds including but not limited to: mow parking lot, mow park, trim trees, fill in gopher holes for the event, and provide lake, shoreline, and campground patrol.

SITE USE FEE

FESTIVAL will pay the DISTRICT \$1.00 per full priced adult ticket, \$1 per parking fee collected and District payment price for each camp site shall be as follows:

Camp Sites	District Payment
Full hook up	\$110.00
Water w/Electricity	\$ 90.00
Water Only	\$ 70.00
Dry/Primitive	\$ 40.00

FESTIVAL shall pay the DISTRICT \$48,000 by March 28, 2013 as an advance payment on camping reservations. The remaining balance due the DISTRICT shall be paid no later than August 14, 2013.

PUBLIC SAFETY

FESTIVAL will contract for security with the Riverside County Sheriff's Department and private security personnel. The FESTIVAL will coordinate security, crowd control, and emergency services under the supervision of a FESTIVAL staff member. DISTRICT will assist in traffic control and patrols throughout campgrounds.

FESTIVAL will work with DISTRICT to designate a primary and secondary landing zone able to accommodate a helicopter in the event of an emergency transport situation.

INSURANCE

FESTIVAL will purchase a general liability policy covering the FESTIVAL, the County of Riverside, Riverside County Regional Park and Open-Space District and Metropolitan Water District of Southern California in the amounts and with the specified verbiage required by the County of Riverside.

HAZMAT

FESTIVAL Hazmat Team has knowledge of Hazardous Waste Control Laws, Medical Waste Management Regulations, Water Code Sections 13171.c – 13387.b and .e; Fish and Game Codes 5650 and 5650.1, Vehicle Code and Penal Code sections regarding spilling and dumping as well as Air Pollution, Food and Agriculture codes. The Do LaB will take precautions to prevent the release of hazardous or toxic substances. The Do LaB accomplishes this by placing chemical compatible tarps under any holding vessel of gas or diesel fuel and by use of berms around the perimeter. The Do LaB also keeps chemical and soil compatible absorbents nearby to further mitigate the condition as well as fire extinguishers for suppression of any ignition.

The Do LaB will provide a Site Safety Plan to the DISTRICT, which will include a Material Safety Data Sheet on all known hazardous and toxic products specific to the FESTIVAL no later than 15 days prior to the event date. Vendors using compressed gas cylinders will be checked for compliance.

MARKETING

Marketing for the 2013 FESTIVAL will include advertising in/on LA Weekly, OC Weekly, Whole Life Times, Yoga Times, Common Ground Magazine, Campus Circle, San Diego Reader, Metrowize.com, Jambase.com, Indieclick.com, Facebook.com, and Google.com.

NOISE/NEIGHBOR COMPLAINTS

The Do LaB will be responsible for adequately addressing any noise complaints that arise from the residents surrounding the Lake Skinner Recreation Area by making necessary changes to the event either prior to, during, or following the FESTIVAL.

AMENDMENTS

Minor amendments to this agreement regarding FESTIVAL operating conditions within the park can be accomplished by written mutual consent of Do LaB and the DISTRICT.

**Riverside County Board of Supervisors
Request to Speak**

Submit request to Clerk of Board (right of podium),
Speakers are entitled to three (3) minutes, subject
Board Rules listed on the reverse side of this form.

SPEAKER'S NAME: Hugh Van Horn

Address: 48746 Anastacia Ct.
(only if follow-up mail response requested)

City: Indio **Zip:** 92201

Phone #: 951-897-4844

Date: 1/29/13 **Agenda #** 13A-4

PLEASE STATE YOUR POSITION BELOW:

Position on "Regular" (non-appealed) Agenda Item:

Support **Oppose** **Neutral**

Note: If you are here for an agenda item that is filed
for "Appeal", please state separately your position on
the appeal below:

Support **Oppose** **Neutral**

I give my 3 minutes to: _____

BOARD RULES

Requests to Address Board on "Agenda" Items:

You may request to be heard on a published agenda item. Requests to be heard must be submitted to the Clerk of the Board before the scheduled meeting time.

Requests to Address Board on items that are "NOT" on the Agenda:

Notwithstanding any other provisions of these rules, member of the public shall have the right to address the Board during the mid-morning "Oral Communications" segment of the published agenda. Said purpose for address must pertain to issues which are under the direct jurisdiction of the Board of Supervisors. YOUR TIME WILL BE LIMITED TO THREE (3) MINUTES.

Power Point Presentations/Printed Material:

Speakers who intend to conduct a formalized Power Point presentation or provide printed material must notify the Clerk of the Board's Office by 12 noon on the Monday preceding the Tuesday Board meeting, insuring that the Clerk's Office has sufficient copies of all printed materials and at least one (1) copy of the Power Point CD. Copies of printed material given to the Clerk (by Monday noon deadline) will be provided to each Supervisor. If you have the need to use the overhead "Elmo" projector at the Board meeting, please insure your material is clear and with proper contrast, notifying the Clerk well ahead of the meeting, of your intent to use the Elmo.

Individual Speaker Limits:

Individual speakers are limited to a maximum of three (3) minutes. Please step up to the podium when the Chairman calls your name and begin speaking immediately. Pull the microphone to your mouth so that the Board, audience, and audio recording system hear you clearly. Once you start speaking, the "green" podium light will light. The "yellow" light will come on when you have one (1) minute remaining. When you have 30 seconds remaining, the "yellow" light will begin flash, indicating you must quickly wrap up your comments. Your time is up when the "red" light flashes. The Chairman adheres to a strict three (3) minutes per speaker. **Note: If you intend to give your time to a "Group/Organized Presentation", please state so clearly at the very bottom of the reverse side of this form.**

Group/Organized Presentations:

Group/organized presentations with more than one (1) speaker will be limited to nine (9) minutes at the Chairman's discretion. The organizer of the presentation will automatically receive the first three (3) minutes, with the remaining six (6) minutes relinquished by other speakers, as requested by them on a completed "Request to Speak" form, and clearly indicated at the front bottom of the form.

Addressing the Board & Acknowledgement by Chairman:

The Chairman will determine what order the speakers will address the Board, and will call on all speakers in pairs. The first speaker should immediately step to the podium and begin addressing the Board. The second speaker should take up a position in one of the chamber aisles in order to quickly step up to the podium after the preceding speaker. This is to afford an efficient and timely Board meeting, giving all attendees the opportunity to make their case. Speakers are prohibited from making personal attacks, and/or using coarse, crude, profane or vulgar language while speaking to the Board members, staff, the general public and/or meeting participants. Such behavior, at the discretion of the Board Chairman may result in removal from the Board Chambers by Sheriff Deputies.