

FORM APPROVED COUNTY COUNSEL
 BY: GREGORY P. PRIAMOS
 DATE: 1/21/16



16103

**SUBMITTAL TO THE FLOOD CONTROL AND
 WATER CONSERVATION DISTRICT BOARD OF SUPERVISORS
 COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

FROM: General Manager-Chief Engineer

SUBMITTAL DATE:
 February 9, 2016

SUBJECT: Riverside County Fair and National Date Festival Sponsorship
 [\$10,000] District Funds 100%

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the sponsorship for the District to participate in the Riverside County Fair and National Date Festival in the amount of \$10,000.

BACKGROUND:

Summary

Each year the District participates and sponsors events that provide opportunities to engage and educate residents on pollution prevention in our waterways and storm drains which promote a clean and healthy watershed. The District manages the Watershed Protection Public Education Program which is a partnership between Riverside County Flood Control and Water Conservation District, the County of Riverside, Coachella Valley Water District, and 27 Cities, as a requirement under our Santa Ana Region, Santa Margarita Region, and Whitewater Region National Pollution Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) permits.

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[Signature]
 WARREN D. WILLIAMS
 General Manager-Chief Engineer

Departmental Concurrence

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 10,000	\$ 0	\$ 10,000	\$ 0	Consent <input type="checkbox"/> Policy <input type="checkbox"/>
NET DISTRICT COST	\$ 10,000	\$ 0	\$ 10,000	\$ 0	

SOURCE OF FUNDS: NPDES Assessments - SA 25190-947560-527240; SM 25200 947580 525440; and WW 25180 947540 525440
Budget Adjustment: No
For Fiscal Year: 15/16

C.E.O. RECOMMENDATION:

APPROVE
 BY: *[Signature]*
 Steven C. Horn

County Executive Office Signature

MINUTES OF THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT

On motion of Supervisor Ashley, seconded by Supervisor Tavaglione and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington, Benoit and Ashley
Nays: None
Absent: None
Date: February 9, 2016
xc: Flood

Kecia Harper-Ihem
 Clerk of the Board
 By: *[Signature]*
 Deputy

- A-30
- Positions Added
- 4/5 Vote
- Change Order

Prev. Agn. Ref.: | **District:** ALL | **Agenda Number:**

11-2

**SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT
BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

FORM 11: Riverside County Fair and National Date Festival Sponsorship
[\$10,000] District Funds 100%

DATE: February 9, 2016

PAGE: Page 2 of 2

BACKGROUND:

Summary (continued)

The Riverside County Fair and National Date Festival draws about 300,000 people during the ten days of operation and provides the opportunity to educate a significant number of residences and businesses on stormwater pollution protection. District participation as a \$10,000 Patron Sponsor secures District identification in advertising, exhibit space, parking, credentials, seating, and accommodations for its Education Program staff.

DK:cw
P8/201593

1 **PATRON SPONSORSHIP AGREEMENT BETWEEN**
2 **RIVERSIDE COUNTY AND**
3 **RIVERSIDE COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT**
4

5 THIS PATRON SPONSORSHIP AGREEMENT (hereinafter this "Agreement") is
6 entered into this 9th day of February, 2016, by and between the County of
7 Riverside (hereinafter "County") on behalf of the Riverside County Fair and National Date
8 Festival (hereinafter the "Fair") and Riverside County Flood Control & Water Conservation
9 District (hereinafter "Sponsor").

10 **WITNESSETH**

11 WHEREAS, the County, through its Economic Development Agency (hereinafter
12 "EDA") annually produces the Fair each February, beginning the Friday prior to Presidents' Day
13 and concluding on the Sunday following said national holiday (hereinafter the "Fair Run"); and,

14 WHEREAS, funding to support the Fair is substantially augmented through a sponsorship
15 program, which is administered by EDA; and,

16 WHEREAS, Sponsor wishes to participate in the sponsorship program as a Patron
17 Sponsor of the 2016 Fair; and,

18 WHEREAS, in return for being a Patron Sponsor, Sponsor will receive certain
19 advertising, promotional and event attendance consideration through the Fair.

20 NOW, THEREFORE, the parties hereto do hereby agree as follows:

21 SECTION 1. **Sponsorship.** This is a one (1) year, ten thousand dollar (\$10,000),
22 sponsorship agreement. Sponsor does hereby agree to deliver ten thousand dollars (\$10,000).

23 SECTION 2. **Payment.** The payment of the Sponsorship Fee is to be made by Sponsor
24 on or before February 2, 2016. In return, County agrees to provide to Sponsor those benefits
25 specified in Section 4, below, prior to and during the Fair Run.

26 SECTION 3. **Term.** The term (hereinafter the "Term") of this Agreement shall
27 commence on the date this Agreement is executed by both parties and shall end at the conclusion
28 of the Fair Run in calendar year 2016.

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1 SECTION 4. **Benefits to Be Provided to Sponsor.** The following Patron
2 Sponsorship benefits are to be provided to Sponsor by the Fair prior to and during the Fair Run
3 in 2016 and will be in addition to those benefits provided in Section 5:

4 a) **Name Identification.**

5 (i) Sponsor's name and sponsorship will be announced on the public
6 address system at least three (3) a day.

7 (ii) Sponsor's name shall be printed on both Fairgrounds' entryway
8 banners.

9 b) **Exhibit Space.** Sponsor will be provided one (1) exhibit booth space (10' x
10 10') during the Fair run for the purposes of exposure, sampling, education and
11 product sales. The Sponsor and County shall mutually agree upon the booth
12 location. Sponsor shall ensure that its employees staff the booth during all open
13 hours of the Fair.

14 c) **Parking.** Sponsor will receive six (6) Credential hanging parking passes, four
15 (4) Preferred hanging parking passes and six (6) Vendor/Exhibitor parking passes
16 in order to provide access to the Fairgrounds to Sponsor's employees who will be
17 manning the aforementioned exhibit booth for the Fair Run.

18 d). **Credentials/Event Tickets.**

19 (i) Sponsor will receive one hundred and eighty (180) admission
20 credentials. Additional credential admission tickets may be purchased.

21 (ii) Sponsor will receive four (4) unlimited park entrance lanyards.

22 e) **VIP Seating.** Sponsor will receive four (4) seats in the Fantasy Springs
23 Concert Pavilion during the 2016 Fair run.

24 f) **Accommodations.** Fair will provide hotel accommodations from Thursday,
25 February 11, 2016 to Saturday, February 13, 2016. These accommodations will
26 not exceed four (4) rooms.

27 SECTION 5. **Approval of Sponsor's Banners and Other Promotional Materials.**

28 Prior to the final production of the banners or flags produced by Sponsor and displayed on the

1 Fairgrounds pursuant to Section 4, above, Sponsor is to provide a copy to County for written
2 approval. If County fails to object to the banner or flag within five (5) business days after
3 presentation of the copy by faxing such objection to Sponsor, County shall be deemed to have
4 approved said banner or flag.

5 Should Sponsor elect to use the name or logo of the County or the Fair, or the fact of its Patron
6 Sponsorship of the Fair in any of its promotional, publicity, advertising or media related
7 materials, prior to the final production of said materials, Sponsor shall submit copies of said
8 materials to the County for its written approval prior to such use. If County fails to object to any
9 proposed materials within five (5) business days after their presentation by faxing such objection
10 to Sponsor, County shall be deemed to have approved such materials.

11 SECTION 6. **Usage of Sponsor's Name or Trademarks.** Sponsor will provide
12 approved logo(s), name(s) and trademark(s) with usage guidelines to County for use in Fair
13 promotional materials outlined in Section 4 of this Agreement and any other promotional
14 materials agreed upon by Fair and Sponsor.

15 SECTION 7. **Exclusive Rights of County.**

16 a) County has exclusive rights in the ownership and use of any County or Fair
17 logo, insignia, or other County property, and nothing in this Agreement shall be
18 construed to give Sponsor any ownership or other property interest in any County
19 property, including but not limited to, their respective logos and insignias.

20 b) County has the discretionary right to allow the use of the Fair's logo and
21 insignia. Sponsor shall receive written approval from County prior to use of the
22 Fair's logo and/or insignia, and such approval shall be not be unreasonably
23 withheld by County.

24 SECTION 8. **Ownership by Sponsor of Its Materials.** Sponsor shall own all rights,
25 title and interest in and to all work, product and services created by Sponsor in connection with
26 its sponsorship hereunder. Except as expressly provided herein for purposes of carrying out its
27 obligations hereunder, County shall not have any right, title or interest in any copyright,
28 trademark or any other rights in any such work, product and services produced or performed by

1 Sponsor under this Agreement.

2 SECTION 9. **Care of Sponsor's Property.** County assumes no liability for materials
3 brought on the Fairgrounds by Sponsor and used by Sponsor or its employees at its one (1)
4 exhibition booth or in other promotional activities that it may engage in on the Fairgrounds.

5 SECTION 10. **Insurance.** Consistent with Section 11, Sponsor is to provide the
6 following:

7 a) Sponsor must, at its own expense, procure and maintain in full force and effect
8 for each Fair Run occurring during the Term of this Agreement comprehensive
9 general liability insurance in an amount not less than one million dollars
10 (\$1,000,000) combined single limits and Workers' Compensation insurance as
11 required by the State of California at statutory limits.

12 b) Upon written notice, Sponsor shall furnish original certificates of insurance to
13 the individual at the address stated in Section 20, below, at least (1) one month
14 prior to each Fair Run. The insurance provider must be a company licensed to
15 sell policies in the State of California and must be acceptable to the County's
16 Division of Risk Management, or an approved self-insurance program.
17 Certificates of insurance must demonstrate that the following coverage has been
18 obtained, or self-insurance is in effect to cover the liability:

19 (i) Comprehensive general liability insurance where appropriate, as
20 determined by the County's Risk Manager, public liability and product
21 liability insurance, for the combined coverage of not less than one million
22 dollars (\$1,000,000) combined single limit for bodily and property
23 damage per occurrence. Comprehensive general liability insurance
24 certificates, and the public and product liability insurance certificates, if
25 determined appropriate, shall name Sponsor as insured on the certificates
26 and the County of Riverside, its Board of Supervisors, officers,
27 employees, agents, and representatives as additionally insured and as
28 certificate holders. The following written language must be included in

1 the "Additional insured" section of the certificate:

2 "The County of Riverside, its Board of Supervisors, officers, employees,
3 agents and representatives, individually and collectively, as respects to all
4 operations by or on behalf of the named insured and all premises or
5 property used by or on behalf of the named insured."

6 (ii) Workers' Compensation insurance as required by the State of
7 California at statutory limits.

8 c) County shall, at its own expense, procure and maintain in full force and effect
9 the following insurance: General Liability, Automobile Liability, Workers'
10 Compensation.

11 (i) The County shall maintain commercial general liability coverage in an
12 amount not less than one million dollars (\$1,000,000) combined single
13 limits. The County of Riverside maintains an approved, self-insured
14 general liability program.

15 (ii) The County shall maintain automobile liability in an amount not less
16 than one million dollars (\$1,000,000) per occurrence. This coverage is
17 contained in the County of Riverside's self-insured general liability
18 program.

19 (iii) The County shall maintain Workers' Compensation insurance
20 pursuant to the laws of the State of California. The County of Riverside
21 maintains an approved, self-insured Workers' Compensation program.

22 SECTION 11. **Indemnification.**

23 a) To the extent allowed by law, Sponsor shall indemnify and hold harmless the
24 County, its successors and assigns and their Board of Supervisors, officers,
25 directors, employees, agents, and representatives from any and all liabilities,
26 costs, and expenses, including without limitation reasonable attorney fees, which
27 may be incurred by any or all of them arising out of any claims or suits which
28 may be brought against them by reason of any injuries or damages caused by or

1 resulting from the activities of Sponsor pursuant to this Agreement.

2 b) The County shall indemnify and hold harmless the Sponsor, its successors and
3 assigns and their officers, directors, employees, agents, and representatives from
4 any and all liabilities, costs, and expenses, including without limitation reasonable
5 attorney fees, which may be incurred by any or all of them arising out of any
6 claims or suits which may be brought against them by reason of any injuries or
7 damages caused by or resulting from the activities of County pursuant to this
8 Agreement.

9 SECTION 12. **Limitation of Liability.** In no event will either County or Sponsor, their
10 officers, directors, affiliates, employees, agents, representatives, or shareholders be liable (either
11 in contract, warranty, tort, or otherwise) to the other or any of its officers, directors, affiliates,
12 employees, agents, representatives, or shareholders for any consequential, incidental or indirect
13 damages, including costs, profits, or for any exemplary or punitive damages. The parties agree
14 that neither party will be liable for acts of God, fire, accidents or other occurrence beyond their
15 reasonable control (whether like or unlike any of these enumerated herein) which prevent either
16 party from partially or completely performing its obligations hereunder.

17 SECTION 13. **Termination.** This Agreement may be terminated:

18 i) By either County or Sponsor if the other party breaches any of the
19 material terms of this Agreement, which default is not cured within thirty
20 (30) days following written notice of such default of the defaulting party.
21 If the default is not cured within the thirty (30) day period, the non-
22 defaulting party may terminate this Agreement by giving notice of its
23 decision to do so.

24 ii) In the event that either party becomes insolvent, makes an assignment
25 for the benefit of creditors, becomes the subject of any bankruptcy,
26 reorganization or arrangement proceeding or defaults in any obligation,
27 which default would foreclose such party from exercising its right or
28 prevent it from paying its obligations hereunder, then such action shall be

1 a default hereunder, and this Agreement may be terminated by written
2 notice to the defaulting party.

3 iii) By either County or Sponsor for its convenience upon thirty (30) days
4 written notice to the other party.

5 a) In the event Sponsor terminates this Agreement under this Section 13.a)(iii),
6 Sponsor shall not be entitled to any reimbursement of funds either expended by
7 Sponsor pursuant to this Agreement or paid to County pursuant to Section 2,
8 above.

9 b) Notices shall be sent via U.S. Postal Service registered mail return receipt
10 request to the individual identified in Section 20, below.

11 c) In the event County fails, prior to or during a Fair Run for which the
12 Sponsorship Fee has been paid, to deliver all Sponsor benefits as outlined in
13 Section 4, above, for any reason other than as a result of: 1) breach of Sponsor, 2)
14 County terminates Sponsor in accordance with Section 13.a)(iii), above, or 3) acts
15 of God, fires, accidents or other occurrences beyond the reasonable control of
16 County (whether like or unlike any of these enumerated herein) preclude all or a
17 portion of a Fair Run, Sponsor, in addition to all other rights and remedies
18 available at law or in equity, shall be entitled to a refund commensurate to the
19 benefits' value. The benefits' value is to be mutually agreed upon by Sponsor and
20 County. This additional remedy will not be available to Sponsor with regard to
21 prospective Fair Runs that are to occur within the Term of this Agreement and for
22 which the Sponsorship Fee has not been paid.

23 d) Should Sponsor exercise its right pursuant to Section 13.a)(iii) and Sponsor
24 has, pursuant to Section 6, above, given its approved logo(s), name(s) and
25 trademark(s) for production of any promotional, publicity, advertising or media
26 related materials, and said material has been produced, County, in addition to all
27 other rights and remedies available at law or in equity, shall be entitled to
28 reimbursement from Sponsor for the cost of reproducing said material and

1 removing all reference to Sponsor from said material.

2 SECTION 14. **Representative, Warranties and Disclaimer.**

3 a) Sponsor represents and warrants to County:

4 (i) That Sponsor has the full power to enter into this Agreement;

5 (ii) That all corporate actions and approvals have been taken which are
6 necessary to make this Agreement a binding and enforceable obligation of
7 Sponsor;

8 (iii) That the individual signing this agreement is authorized to execute
9 this Agreement on behalf of Sponsor, and

10 (iv) That Sponsor's execution, delivery, and performance of this
11 Agreement is not in conflict with, and will not cause an event of default
12 under, any Agreement or instrument to which Sponsor is bound.

13 b) County hereby represents and warrants to sponsor:

14 (i) That County has the full power to enter into this Agreement;

15 (ii) That all corporate actions and approvals have been taken which are
16 necessary to make this Agreement a binding and enforceable obligation of
17 County;

18 (iii) That by entering into this Agreement, County is not in default of any
19 obligation to any third party;

20 (iv) That County's execution delivery and performance of this Agreement
21 is not in conflict with, and will not cause an event of default under, any
22 agreement or instrument to which County is bound, and

23 (v) that County has obtained all permits or licenses necessary for it to hold
24 the Fair.

25 c) Unless otherwise explicitly stated in this Agreement, County and Sponsor
26 disclaim all warranties, whether express or implied, written or oral, with respect
27 to any goods or services to be provided hereunder or any component or part
28 thereof, including any implied warranty of merchantability or fitness for a

1 particular use.

2 SECTION 15. **No Partnership or Joint Venture.** This Agreement does not constitute
3 and shall not be construed as constituting a partnership or joint venture between the County and
4 Sponsor. Each party is to remain an independent entity. Sponsor shall not be considered an
5 organizer or producer of the Fair.

6 SECTION 16. **Independent Capacity.** Neither party shall have the right to obligate the
7 other in any manner whatsoever, and nothing herein contained shall give or is intended to give
8 any right of any kind to any third party. Neither party may assign this Agreement without prior
9 written consent of the other party.

10 SECTION 17. **Waiver.** No waiver or relinquishment of any right, explicit or implicit,
11 created by this Agreement at any one (1) time or times shall be deemed a waiver or
12 relinquishment of that right for all or any other times.

13 SECTION 18. **Severability.** To the extent that any provision herein is held invalid, then
14 the provision shall be deemed deleted, and the remaining provisions shall remain in full force
15 and effect.

16 SECTION 19. **California Jurisdiction.** This Agreement shall be construed under the
17 laws of the State of California. Each party hereto acknowledges that this Agreement is entered
18 into and is to be performed within the jurisdiction of the State of California and that the courts of
19 the State of California shall have jurisdiction over any and all claims, controversies, disputes and
20 disagreements arising out of this Agreement or breach thereof.

21 SECTION 20. **Sponsor Names, Contact Names, Addresses.** The following is the name
22 Sponsor wishes the County to use in all promotional activities in which Sponsor is to be
23 included: "Riverside County Flood Control & Water Conservation District." The individuals
24 and addresses listed below is where all correspondence between Sponsor and County shall be
25 sent unless otherwise requested:

26 SPONSOR: Darcy Kuenzi, Government Affairs Officer
27 Riverside County Flood Control & Water Conservation District
28 1995 Market Street
Riverside, CA 92501
Phone: (951) 955-1688

1 COUNTY: Stacey Chester, Sponsorship Coordinator
2 Riverside County Economic Development Agency
3 9401 Oak Glen Road
4 Cherry Valley, CA 92223
5 Phone: (951) 529-4638 Fax: (951) 845-2628

6 SECTION 21. **Responsibilities and Benefits.** County and Sponsor hereby agree to all
7 responsibilities and benefits as stated above and will promote each other to the best of their
8 ability and within the guidelines of this Agreement for and during each Fair Run.

9 SECTION 22. **Execution in Counterparts.** This Agreement may be executed in several
10 counterparts; each of that shall be regarded as an original, and all of which shall constitute but
11 one (1) and the same document.

12 SECTION 23. **Captions.** The captions or headings in this Agreement are for
13 convenience only and in no way define, limit or describe the scope or intent of any provisions of
14 this Agreement.

15 SECTION 24. **Representation by Counsel.** Each party hereto has had the opportunity
16 to seek the advice of counsel of its choosing concerning this Agreement. This Agreement is to
17 be deemed as to have been jointly prepared by all of the parties hereto, and any uncertainty or
18 ambiguity existing herein shall not be interpreted against any party on the grounds that it was the
19 drafter.

20 SECTION 25. **Entire Agreement.** This Agreement sets forth the final and complete
21 understanding of the parties. It is understood and agreed that there are no other representations
22 with respect to this Agreement and that this Agreement supersedes all prior discussions,
23 agreements and undertakings relating to the subject matter hereof.

24 It is further agreed that the rights, interest, understandings, agreements and obligations of the
25 respective parties pertaining to the subject matter of this Agreement may not be amended,
26 modified or supplemented in any respect except by a subsequent written instrument evidencing
27 the express written consent of each of the parties hereto and duly executed by the parties.

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1 COUNTY: Stacey Chester, Sponsorship Coordinator
2 Riverside County Economic Development Agency
3 9401 Oak Glen Road
4 Cherry Valley, CA 92223
5 Phone: (951) 529-4638 Fax: (951) 845-2628

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IN WITNESS WHEREOF, County and Sponsor have executed this Agreement as of the date first above written.

COUNTY OF RIVERSIDE

By: T. I. Miller
TIM MILLER
Assistant Director, EDA

RECOMMENDED FOR APPROVAL; **RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT**

By: Warren D. Williams
WARREN D. WILLIAMS
General Manager-Chief Engineer

By: Marion Ashley
MARION ASHLEY, Chairman
Riverside County Flood Control and Water Conservation District Board of Supervisors

APPROVED AS TO FORM:
GREGORY P. PRIAMOS
County Counsel

ATTEST:
KECIA HARPER-IHEM
Clerk of the Board

By: Marsha L. Victor
Marsha L. Victor
Deputy County Counsel

By: Karla Barton
Deputy

(SEAL)