



**Contract Number**  
EDASOC-0001

**SAP Number**

## **ECONOMIC DEVELOPMENT AGENCY**

**Services: State of the County 2019 - Sponsor**

<b>Department Contract Representative</b>	Reg Javier
<b>Telephone Number</b>	909-387-4460
<b>Sponsor</b>	
<b>Sponsor Representative</b>	
<b>Telephone Number</b>	
<b>Sponsorship Term</b>	2020
<b>Sponsorship Type</b>	
<b>(Monetary or In-kind)</b>	
<b>Total Contract Amount</b>	
<b>Cost Center</b>	

### **IT IS HEREBY AGREED AS FOLLOWS:**

WHEREAS, COUNTY recognizes the benefit of involving private enterprise in activities and events put on by COUNTY, as a way to provide opportunities to COUNTY businesses, encourage a competitive environment and position COUNTY as a highly competitive region for business opportunities; and,

WHEREAS, COUNTY issued a Request for Sponsorship; and,

WHEREAS, after an evaluation process, a SPONSOR will be selected as a SPONSOR, for the State of the County program as described herein.

WHEREAS, SPONSOR recognizes the benefit of entering into a relationship with COUNTY for goods, services or donations in exchange for the display of the SPONSOR'S Logo (as defined hereinafter) acknowledging the SPONSOR's support; and

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived therefrom, the parties agree as follows:

1. SCOPE OF SPONSORSHIP

In exchange for the benefits described for the corresponding level of sponsorship ("SPONSORSHIP") on Attachment "A" "Levels of Sponsorship", the SPONSOR will provide goods, services or a monetary donation equal in value to \$\_\_\_\_\_ for the State of the County Program ("Program") to be held in February 2020. In-Kind sponsorship donation values to be noted on Attachment B.

2. TIME OF PERFORMANCE

The Sponsorship to be provided by SPONSOR shall commence upon execution of this Agreement and shall be completed by 4:00 p.m. February 2020.

3. SPONSORSHIP PAYMENT

SPONSOR shall make any monetary donation as a payment in one lump sum upon execution of this Agreement. SPONSOR acknowledges that the COUNTY will use this amount to help defray the costs of the Program. To the extent the amount is not needed to defray the costs of the Program, any excess amounts shall be transferred to the County General Fund to be used as determined per the COUNTY's sole discretion. SPONSOR shall contribute goods and services in accordance with the schedule and terms set forth on Attachment "B" "Goods and Services."

4. ASSIGNMENT

This Agreement is not assignable by the SPONSOR, without the express written consent of the COUNTY. Any attempt by the SPONSOR to assign any performance of the terms of this Agreement shall be null, void, and shall constitute a material breach of this Agreement.

5. TERMINATION AND TERMINATION COSTS

This Agreement may be terminated in whole or in part at any time by either party upon giving five (5) days notice in writing to the other party. The County Chief Executive Officer and the Economic Development Agency Deputy Executive Officer are each hereby empowered to give said notice.

COUNTY may immediately terminate this Agreement in the event of any of the following: (a) the Sponsorship, per the COUNTY's sole discretion, reflects in a negative manner on the County; (b) SPONSOR becomes engaged in a legal or financial conflict with the COUNTY; (c) it comes to the COUNTY's attention that the SPONSOR's products or services are not eligible for use at the site of the Program because of any existing agreements of the owner or operator of the site; (d) SPONSOR has filed a voluntary or involuntary petition in bankruptcy, or a receiver or trustee has been appointed or SPONSOR has executed a general assignment for the benefit of creditors; (e) SPONSOR has materially breached any of the provisions of this Agreement; (f) continuation of the Agreement, is up to the COUNTY's sole determination, would compromise the public's perception of the County's impartiality or ability to act in the public's interest, or (g) COUNTY determines that the SPONSOR is otherwise ineligible to be a sponsor under the terms of the Request for Sponsorship, which is attached hereto as Attachment "B".

6. MODIFICATIONS TO AGREEMENT

The County Chief Executive Officer or the Economic Development Agency Deputy Executive Officer may agree to modifications to this Agreement subject to the approval from County Counsel.

7. INDEPENDENT CONTRACTOR

All parties hereto in the performance of this Agreement will be acting in independent capacities and not as agents, employees, partners, joint ventures, or associates of one another. The employees or

agents of one party shall not be deemed or construed to be the agents or employees of the other party for any purpose whatsoever.

8. DISCRIMINATION

SPONSOR hereby agrees that it will not discriminate against any person on the grounds of race, creed, color, sex, religion, ancestry, and age, condition of physical handicap, marital status or national origin.

9. IMPROPER CONSIDERATION

SPONSOR shall not offer (either directly or through an intermediary) any improper consideration, such as, but not limited to cash, discounts, services or the provision of travel or entertainment or any items of value to any officer, employee or agent of the COUNTY in an attempt to secure favorable treatment regarding this Agreement or any agreement awarded by COUNTY. COUNTY, by written notice, may immediately terminate this Agreement or any COUNTY agreement if it determines that any improper consideration as described in the preceding sentence was offered to any officer, employee or agent of the COUNTY with respect to any proposal or award process involving this Agreement or any other COUNTY agreement. This prohibition shall apply to any amendment, extension or evaluation process once this Agreement or any COUNTY agreement that has been awarded. SPONSOR shall immediately report any attempt by any COUNTY officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from SPONSOR. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, COUNTY is entitled to pursue any available legal remedies.

10. MISREPRESENTATION

If during the course of the administration of this Agreement, COUNTY determines that the SPONSOR has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to COUNTY, this Agreement may be immediately terminated. If this Agreement is terminated according to this provision, COUNTY is entitled to pursue any available legal remedies.

11. INDEMNIFICATION

SPONSOR agrees to indemnify, defend with counsel approved by the COUNTY and hold harmless COUNTY and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this Agreement, including the acts, errors or omissions of any person and for any costs or expenses incurred by the COUNTY on account of any claim therefore, except where such indemnification is prohibited by law. This provision shall survive termination of this Agreement.

12. LEGAL FEES

SPONSOR understands and agrees that any and all legal fees or costs associated with lawsuits concerning this Agreement shall be the SPONSOR's sole expense and shall not be charged as a cost under this Agreement. In the event of any dispute hereunder, each party to this Agreement shall bear its own attorney's fees and costs regardless of who prevails in the outcome of the dispute.

13. COUNTY CONTROL

SPONSOR understands that COUNTY has sole discretion over SPONSOR's eligibility to be and continue as a sponsor. COUNTY maintains full editorial control over the placement, content, appearance and wording of Sponsorship affiliations and messages ("Logo"). COUNTY Economic

Development Agency staff will work with the SPONSOR to determine the appropriateness of the Sponsorship Logo. The Logo may identify the SPONSOR but not promote or endorse the organization or its products. **The existence of this Agreement does not constitute COUNTY endorsement of SPONSOR or its products or services.**

14. COUNTY PERMISSION

SPONSOR may not use materials, advertise or communicate the existence of this Sponsorship relationship without COUNTY's written permission. Any unauthorized use of the COUNTY's name or logo or the unauthorized communication of the existence of this Agreement will result in this Agreement becoming null or void and being terminated, will disqualify SPONSOR from future sponsorships unless COUNTY, in its sole discretion, has determined that eligibility is restored.

15. AMENDMENTS; VARIATIONS

This writing, with attachments, embodies the whole of the agreement of the parties hereto. There are no oral agreements contained herein. Except as herein provided, addition or variation of the terms of this Agreement shall not be valid unless made in the form of a written amendment to this Agreement formally approved and executed by both parties.

16. INVALID CONDITIONS

If any one or more of the terms, provisions, sections, promises, covenants or conditions of this Agreement shall to any extent be judged invalid, unenforceable, void or voidable for any reason whatsoever, by a court of competent jurisdiction, each and all of the remaining terms, provisions, sections, promises, covenants and conditions of the Agreement shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

17. BINDING INTEREST

This Agreement shall be binding on the parties, successors in interest, heirs and assigns.

18. NOTICES

All notices shall be served in writing. The notices shall be sent to the following addresses:

County of San Bernardino  
Economic Development Agency  
Attention: Reg Javier  
385 North Arrowhead Avenue, 3<sup>rd</sup> Floor  
San Bernardino, CA 92415-0043  
[rjavier@eda.sbcounty.gov](mailto:rjavier@eda.sbcounty.gov)

Sponsor

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year written below:

COUNTY OF SAN BERNARDINO

►  
Gary McBride, Chief Executive Officer

Dated: \_\_\_\_\_

SIGNED AND CERTIFIED THAT A COPY OF THIS  
DOCUMENT HAS BEEN DELIVERED TO THE  
CHIEF EXECUTIVE OFFICER

Laura H. Welch  
Clerk of the Board of Supervisors  
of the County of San Bernardino

By \_\_\_\_\_  
Deputy

\_\_\_\_\_  
(Print or type name of corporation, company, contractor, etc.)

By ►  
(Authorized signature - sign in blue ink)

Name \_\_\_\_\_  
(Print or type name of person signing contract)

Title \_\_\_\_\_  
(Print or Type)

Dated: \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Approved as to Legal Form

►  
Sophie A. Akins, Deputy County Counsel

Date \_\_\_\_\_

Reviewed by Contract Compliance

►

Date \_\_\_\_\_

Presented for Signature

►  
Reg Javier, Deputy Executive Officer

Date \_\_\_\_\_

**Attachment B: Goods and Services – In-Kind Sponsorship**

<b>Department Contract Representative</b>	Reg Javier
<b>Telephone Number</b>	909-387-4460

<b>Sponsor</b>	
<b>Sponsor Representative</b>	
<b>Telephone Number</b>	
<b>Sponsorship Term</b>	2020
<b>Sponsorship Type (In-Kind)</b>	
<b>Total In-Kind Amount</b>	
<b>Cost Center</b>	

**Description of Product or Service:**


**Coordination of Goods or Services Provided by Sponsor will be handled by:**

Monique Carter  
Economic Development Coordinator III  
San Bernardino County, Economic Development Agency  
909-387-4437 – Direct Line  
[monique.carter@eda.sbcounty.gov](mailto:monique.carter@eda.sbcounty.gov)