

**SPONSORSHIP AGREEMENT  
BETWEEN  
THE CITY OF DESERT HOT SPRINGS  
AND  
GRID ALTERNATIVES**

**THIS SPONSORSHIP AGREEMENT** (hereinafter, "Agreement") is entered into as of August 5, 2014, by and between the City of Desert Hot Springs a municipal corporation located in the County of Riverside, State of California (hereinafter, "City") and Grid Alternatives, a California non-profit corporation (hereinafter, "Grid"), with respect to the following:

**RECITALS**

**WHEREAS**, the Mayor requested that the City contribute \$5,500 toward the upcoming Solarthon fundraising event conducted by Grid; and

**WHEREAS**, Solarthon is GRID's fund raiser which typically involves a solar installation and block party that raises awareness and funding to support and sustain GRID's work throughout the Inland Empire; and

**WHEREAS**, the Solarthon is basically GRID's flagship community installation event that seeks to bring together people from all walks of life - individual fundraisers, corporate sponsors, job trainees, community leaders and the homeowners themselves - to install multiple solar PV systems in one community; and

**WHEREAS**, Sponsoring Solarthon directly helps GRID continue to bring clean, affordable energy and hands-on solar installation experience to families and workers that need it most and allows participants get hands-on experience installing solar for local families, network with other solar enthusiasts and solar installation companies, and have fun while making a difference in their community; and

**WHEREAS**, Desert Hot Springs is served by the Southern California Edison utility company for electricity, thereby making Grid's Solar Affordable Housing Program (SASH) Program available to families residing in the City who also meet the income and other requirements of the SASH Program; and

**WHEREAS**, GRID has, prior to the date hereof, completed solar installations on several single-family homes within the City to qualifying homeowners who are expected to save thousands of dollars over the lifetime of the systems; and

**WHEREAS**, by providing financial support (\$5,500) for the Solarthon, the City will show its commitment to making Desert Hot Springs a greener and more affordable place to live by supporting renewable energy, energy and water conservation, responsible purchasing and design, sustainable living practices, and green job opportunities.

**NOW THEREFORE**, in consideration of the mutual promises and releases contained herein, and for other good and valuable consideration, receipt of which is hereby acknowledged, the Parties agree as follows:

## **AGREEMENT**

### **SECTION 1. INCORPORATION OF RECITALS**

The foregoing recitals are hereby expressly made a part of this Agreement.

### **SECTION 2. SPONSORSHIP**

The City shall be a sponsor of Solarthon subject to the terms and conditions set forth and agreed to herein.

### **SECTION 3. TERM**

The term of this Agreement shall commence upon mutual execution of this Agreement and expire upon completion of the Solarthon event.

### **SECTION 4. GRID'S OBLIGATIONS**

GRID shall host the Solarthon event and perform all tasks associated with the event.

### **SECTION 5. CITY'S OBLIGATIONS**

The City shall pay Five Thousand Five Hundred Dollars and No Cents (\$5,500) to GRID for sponsorship of the Solarthon event.

### **SECTION 6. RELATIONSHIP OF PARTIES**

It is specifically understood and agreed by and between the Parties that neither Party is acting as the agent of the other in any respect hereunder.

### **SECTION 7. INDEMNIFICATION**

The Parties agree that each shall defend, indemnify and hold the other, its respective parents, subsidiaries and affiliates, and its and their respective agents, directors, officers, elected officials and employees, harmless from any and all damages, claims, liabilities, costs and expenses (including reasonable attorney's fees), which may be incurred in connection with their performance pursuant to this Agreement.

### **SECTION 8. CITY OFFICERS AND EMPLOYEES**

No officer or employee of the City shall be personally liable to GRID, or any successor in interest, in the event of any default or breach by the City or for any amount, which may become due to GRID or to its successor, or for breach of any obligation of the terms of this Agreement. No member, director, officer or employee of GRID shall be personally liable to City, or any successor in interest, in the event of any default or breach by the GRID or for any amount, which may become due to City or to its successor, or for breach of any obligation of the terms of this Agreement; provided, however, that there shall be no piercing of the corporate veil or other similar scenario for which the alter ego doctrine may be applicable.

**SECTION 9. NO ORAL MODIFICATIONS**

Neither this Agreement, nor any term or provision thereof, may be waived, modified, or amended except by written agreement signed by all Parties.

**SECTION 10. VENUE**

All actions to enforce or interpret this Agreement shall be filed and heard in the Riverside County Superior Court, Indio Branch.

**SECTION 11. APPLICABLE LAW**

This Agreement shall be deemed to have been executed and delivered within the State of California. The rights and obligations of the Parties hereunder shall be interpreted, governed, construed and enforced in accordance with the laws of the State of California in all respects.

**SECTION 12. SEVERABILITY**

If any portion, provision, or part of this Agreement is held, determined or adjudicated to be invalid, unenforceable or void for any reason whatsoever, each such portion, provision or part shall be severed from the remaining portions, provisions or parts of this Agreement, and shall not affect the validity or enforceability of any remaining portions, provisions, or parts.

**SECTION 13. COUNTERPARTS**

This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which constitute one and the same instrument.

**SECTION 14. NOTICE**

a. Any notice to be provided pursuant to this Agreement shall be in writing, and all such notices shall be delivered by personal service or by deposit with an overnight courier providing next service and tracking, including proof of delivery and addressed to the Parties as follows:

To the City:	Mr. Martin Magana, City Manager City of Desert Hot Springs 65950 Pierson Blvd. Desert Hot Springs, CA 92240 CityManager@cityofdhs.org
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To GRID:	Ms. Bambi Tran, Regional Director GRID Alternatives 1257 Columbia Avenue D5 Riverside, CA 92507 btran@gridalternatives.org
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b. Notices, payments and other documents shall be deemed delivered upon receipt by personal service or upon the time shown on the tracking of the courier as received.

**SECTION 15.            AUTHORITY**

Any party signing this Agreement on behalf of an entity or other than themselves, hereby represents and warrants that such party has authority to sign on behalf of the indicated entity and that the entity has followed all appropriate procedures for entering into this Agreement.

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**IN WITNESS WHEREOF**, the Parties have executed this Agreement effective the day and year first written above.

**CITY OF RANCHO MIRAGE**

**GRID ALTERNATIVES**

By: \_\_\_\_\_  
Adam Sanchez, Sr., Mayor

By: \_\_\_\_\_  
Its: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Jerryl Soriano, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Steven B. Quintanilla, City Attorney