

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

452



FROM: Department of Mental Health

SUBMITTAL DATE:
April 21, 2011

SUBJECT: Approve the Sole Source Professional Services Agreement with Morningstar Productions, LLC.

RECOMMENDED MOTION: Move that the Board of Supervisors:

1. Approve the sole source Professional Services Agreement (PSA) with Morningstar Productions, LLC in the amount of \$50,000 annually, for the purchase, rental and repair of audio equipment for the Riverside County Department of Mental Health's Substance Abuse, Friday Night Live Program;
2. Authorize the Chairman of the Board of Supervisors to sign the Professional Services Agreement with Morningstar Productions, LLC for FY 10/11 for the amount of \$50,000;
3. Exempt the Riverside County Purchasing Agent from future sole source requirements for this Agreement in accordance with Ordinance 459.4; and
4. Authorize the Riverside County Purchasing Agent to increase, decrease, and amend this Agreement for up to 10% of the approved Agreement amount, and annually renew this Agreement through June 30, 2015.

BACKGROUND: The Riverside County Department of Mental Health (RCDMH) Substance Abuse Friday Night Live (FNL) Program provides events for the County of Riverside youth that are mandated by the State Department of Alcohol and Drug Programs (ADP) to be free from Alcohol, Tobacco, and Other Drugs (ATOD). In order to meet the State ADP's mandated goals of the Strategic Prevention Plan Framework, the FNL Program is required to purchase, rent and repair specific audio equipment and accessories for the success of the required and necessary ATOD free Friday Night Live youth events. **(Continued on Page 2)**

JW:CW:SL

Jerry Wengert

Jerry Wengert, Director
Department of Mental Health

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 50,000	In Current Year Budget:	YES
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	NO
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2010/2011

SOURCE OF FUNDS: 100% Federal	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE

County Executive Office Signature BY: *Debra Cournoyer*
Debra Cournoyer

PURCHASING & FLEET SERVICES: Robert Howdyshell, Director
 FORM APPROVED COUNTY COUNSEL BY: *Debra Cournoyer* 4/21/11
 DATE: 4/21/11
 FOR Departmental Concurrence:

ATTACHMENTS FILED: Policy Policy
 REPORT PREPARED BY: CLERK OF THE BOARD Consent Consent
 Per Exec. Ofc.:

3.42

PAGE 2:

SUBJECT: Approve the Sole Source Professional Services Agreement with Morningstar Productions, LLC.

BACKGROUND (CONTINUED):

On November 1, 2010, the RCDMH through the Riverside County Purchasing Department, issued Request for Quote (RFQ) # MHARC-074 "Audio Equipment and Accessories for Purchase, Rental and Repairs". Notification of the RFQ was sent to 99 vendors, all County vendors who were registered for this commodity, and advertised on the Purchasing Department's website. The bid closed on November 29, 2010, and Morningstar Productions was the only vendor to submit a quote. As a result of the limited RFQ response, Purchasing contacted other potential bidders to determine why they chose not to submit a bid. The responses received were as follows: (1) vendors reported that they were unable to meet the RFQ specifications in that the vendor (s) either sell equipment, or could repair equipment but could not provide both services; and (2) some vendors reported that they are not in this direct line of business.

After careful consideration and analysis in accordance with the Riverside County Purchasing Department's Policy, Morningstar Productions, LLC is the sole responsive and subsequently recommended vendor due to the bidder successfully demonstrating its ability to provide RCDMH's Substance Abuse FNL program with audio equipment and accessories for purchase and/or rental. In addition, this vendor possesses the expertise and ability to repair audio equipment and accessories as well. Attachment A provides the events currently scheduled for the FNL program, in which equipment may be necessary. Therefore, the RCDMH is requesting that the Board of Supervisors approve the Professional Services Agreement with Morningstar Productions, LLC for the purchase, rental and repair of necessary and required audio equipment and accessories as mandated by the State ADP Strategic Prevention Plan for RCDMH's Substance Abuse FNL Program.

FINANCIAL IMPACT:

The FY 10/11 agreement amount for Morningstar Productions, LLC is \$50,000. Attachment A outlines the projected amount of equipment that the FNL program intends to purchase and/or rent during FY10/11. There are sufficient funds in the department's budget to provide for this agreement, and no additional County funds are required.

PERFORMANCE PERIOD:

This agreement is effective from the date of execution by the Board of Supervisors through June 30, 2011. The agreement may be renewed annually through June 30, 2015, and contains termination provisions in case of unavailability of any applicable Federal, State and/or County funds.

PRICE REASONABLENESS:

Morningstar Productions, LLC was selected because they are the only vendor who responded to the aforementioned RFQ; and was also able to successfully demonstrate their ability to both sell/rent and repair the FNL Programs' equipment. The total contract maximum obligation is a predetermined, set, not to exceed amount of \$50,000, which was set forth by the Department of Mental Health based on necessary budget constraints and a perceived price reasonableness based historical utilization from prior years.

ATTACHMENT A

SCHEDULED FNL EVENTS FOR FY 10/11

The following is a list of scheduled events for the FNL program where audio equipment and accessories may be necessary:

EVENT NAME	AMOUNT OF EVENTS REMAINING FOR FY 10/11
Year end award ceremony	1
Dances	50
Rallies	50
Movie nights	50
Community outreach	10
Leadership trainings	50
Conferences	1

PROJECTED EQUIPMENT PURCHASE AND RENTAL LIST FOR MORNINGSTAR PRODUCTIONS LLC

PROJECTED PURCHASE LIST FOR FY 10/11

Based upon an inventory of existing equipment, the FNL Program anticipates they will need to purchase the following items during FY10/11:

Equipment	Projected Quantity	Cost
Speakers	2 speakers (1 set)	\$1,875
Audio Mixers	2	\$1,536
DVD Players	2	\$196
CD Players	4	\$3,120
Cables	50	\$3,075
Microphones	6	\$258
Microphone Receiver	4	\$2,600
Lights	10	\$650
Light Dimmer Pack	3	\$866
TOTAL*		\$14,176

* Additional items will be purchased on an as needed basis at the rates stipulated in Exhibit B of the Agreement. When at all feasible, existing equipment will be repaired. However, in the event that Morningstar Productions is unable to repair the item, if the item becomes obsolete, repairs are cost prohibitive, or if there is an event which requires additional items beyond FNL Program's current inventory, additional items other than those listed above may be purchased during FY 10/11 and subsequent renewal years.

PROJECTED RENTAL LIST FOR 10/11

Based upon utilization in prior years, the FNL program anticipates that they will need to rent the following items from Morningstar Productions during FY10/11. The FNL Program will need to rent additional equipment beyond their current inventory to ensure they have an adequate amount of equipment for some of the larger events they have scheduled. Renting this equipment for a short amount of time has provided the FNL Program with a cost effective option in lieu of having to purchasing the equipment.

Equipment	Projected Quantity	Daily Rental Rate Per Unit
Speakers	4 sets	\$100.00
Audio Mixers	3	\$50.00
Microphones	3	\$10.00
Microphone Receiver	3	\$25.00
Lights	5	\$75.00
Light Dimmer Pack	3	\$20.00
Screens	2	\$75.00
Projectors	2	\$100.00

In addition, the FNL program will also need to rent equipment if the equipment that FNL owns is being repaired, and is not available in a timely manner. Rental rates for all the equipment has been stipulated in Exhibit B of the Agreement. Weekly and monthly rates are available for an extended period of time.

REPAIR PRICES

Morningstar Productions' repair rates, as stipulated in Exhibit B of the Agreement, are follows:

Maintenance & Repair Hourly Rate	\$65.00
Local Area Service call	\$90.00

PROFESSIONAL SERVICE AGREEMENT

for

AUDIO EQUIPMENT & ACCESSORIES FOR PURCHASE, RENTAL AND REPAIRS

between

COUNTY OF RIVERSIDE

and

MORNINGSTAR PRODUCTIONS LLC



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This Agreement, made and entered into the date of execution, by and between MORNINGSTAR PRODUCTIONS, LLC, (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, consisting of two (2) pages at the prices stated in Exhibit B, Payment Provisions, consisting of two (2) pages.

1.2 CONTRACTOR represents that it has the skills, experience and knowledge necessary to fully and adequately perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continue in effect through June 30, 2011 with the option to renew for four (4) years, renewable in one year increments by written amendment, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed **\$50,000** annually including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise

specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

RIVERSIDE COUNTY DEPARTMENT OF MENTAL HEALTH, SUBSTANCE ABUSE

PROGRAM

FRIDAY NIGHT LIVE

ATTN: WILLIAM HARRIS, PREVENTION SERVICES COORDINATOR

3525 PRESLEY AVENUE

RIVERSIDE, CA 92507

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (to be provided upon award) quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

3.3 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the

performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

5.1 COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 COUNTY may, upon five (5) days written notice, terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress to endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement and at the rates set forth in Exhibit B.

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. Ownership/Use of Contract Materials and Products

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY; and may be used by the COUNTY for any purpose COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports or products without prior written authorization of the COUNTY.

7. Conduct of Contractor

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or

products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected, the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess or evaluate CONTRACTOR's performance under this Agreement at any time upon reasonable notice to CONTRACTOR.

9. **Independent Contractor**

The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

10. **Subcontract for Work or Services**

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. Disputes

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. Use By Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside County. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

14. Non-Discrimination

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification,

race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

17. Administration/Contract Liaison

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

DEPARTMENT OF MENTAL HEALTH
PO BOX 7549
RIVERSIDE, CA 92513

CONTRACTOR

MORNINGSTAR PRODUCTIONS LLC
41145 GOLDEN GATE CIRCLE
MURRIETA, CA 92562

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the

telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of CONTRACTOR, its officers, employees, subcontractors, agents or representatives Indemnitors from this Agreement. CONTRACTOR shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

21.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to Indemnitees as set forth herein.

21.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

21.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

21.5 In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying the Indemnitees to the fullest extent allowed by law.

21.6 CONTRACTOR's indemnification obligations shall also apply to any action or claim regarding actual or alleged intellectual property infringement related to any material or product

provided to COUNTY pursuant to this Agreement. In the event of any such action or claim, CONTRACTOR shall provide immediate notice to COUNTY of the action or claim. CONTRACTOR may defend or settle the action or claim as CONTRACTOR deems appropriate; however, CONTRACTOR shall be required to obtain for COUNTY the right to continue to use the material or product (or a similar non-infringing material or product with the same function) on terms identical to those stated in this Agreement.

22. Insurance

22.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

22.2 Workers' Compensation: If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of the County of Riverside.

22.3 Commercial General Liability: Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

22.4 Vehicle Liability: If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

22.6 General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceed \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the Country's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. *CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.*

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

23. General

23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

23.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. 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 or preventing COUNTY from enforcement of the terms of this Agreement.

23.3 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a

third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims or encumbrances.

23.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

23.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

23.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

COUNTY:


County of Riverside
Board of Supervisors
4080 Lemon Street, 5th Floor
Riverside, CA 92501

INFORMATION COPY:

County of Riverside
Department of Mental Health
P.O. Box 7549
Riverside, CA 92503-7549

CONTRACTOR: Morningstar Productions, LLC

COUNTY OF RIVERSIDE:

Signed: 

Print: Alan Mogensson

Chairman, Board of Supervisors

Date: 2/3/11

Title: President


ATTEST: Kecia Harper-Ihem, CLERK

Deputy

Date: _____

COUNTY COUNSEL
PAMELA J. WALLS

Approved as to Form

By 
Deputy County Counsel
Larisa R-McKenna

**EXHIBIT A
SCOPE OF SERVICE**

1. CONTRACTOR will work with the Riverside County Department of Mental Health (RCDMH) Substance Abuse Program Friday Night Live (FNL) to provide the purchase, rental and repair of Audio Equipment and Accessories which are used by the program. CONTRACTOR must be able to provide the required equipment in a timely manner as well as the repair the equipment and provide in field technical assistance.
2. The list of equipment as specified in Exhibit B represents the current equipment that FNL is using. If a piece of equipment is no longer in production, CONTRACTOR must make note of this and provide an updated piece of equipment which includes, at the minimum, the same or better features then the out of production model. The pricing provided on the replacement model will be used to determine discounts on equipment that the COUNTY may purchase in the future. Pricing shall be honored until 365 days after the date of award.
3. Service maintenance contracts shall include: all labor, travel and all parts and expendable supplies. Certain service performance standards have been established by the COUNTY and must be maintained. Failure by the CONTRACTOR to meet these requirements may result of the termination of this AGREEMENT. The County requires full on site maintenance. The following service standards must be met:
 - a. CONTRACTOR must be able to provide maintenance service/infield technical assistance to the three areas of the COUNTY identified below. A one-point service contact location, which will be responsible for all service requirements, is required.
 - b. The COUNTY has established maximum on site response time to service calls for each of the three areas of the COUNTY. Normal business hours are considered 8:00 am to 5:00 pm Monday through Friday, excluding County holidays and compressed workweek closed days. The standard maximum response times are as follows:

Area 1	Greater Riverside	4 Business Hours
Area 2	Desert Area	5 Business Hours
Area 3	Valley Area	5 Business Hours

In the event that CONTRACTOR and COUNTY'S response time records differ, the COUNTY'S records shall prevail. Failure to maintain an average response time within the set limits over any one (1) month period will result in non-payment of the base maintenance service amount for that month. Failure to maintain average response time in any six-month period may result in termination of the contract and removal from the COUNTY bid list.

The equipment is to be operational within four (4) hours from the time the technician arrives. Any variance in excess of this time must be coordinated with the RCDMH at the time of servicing inspection. If the equipment is not repairable within 16 business hours (2 working days) from the original arrival of the service technician, a comparable loaner machine of acceptable volume will be provided by the service company at no additional cost upon request of the using department.

4. Certain clinical operations may require 24-hour service maintenance availability.
5. An estimate for repair for damage or loss caused by the negligence of the County or its employees, and not covered by the service agreement will be submitted in advance by the

- maintenance technician to the Department of Mental Health prior to any repair of work being performed. Authorization for the repair work will be confirmed by issuance of a separate purchase order authorized and issued by the Department of Mental Health.
6. Preventive maintenance calls shall be responsibility of the technicians, and the County shall not be expected to place calls to request this service.
 7. CONTRACTOR will maintain a "History Record Card" on each machine. The record card will contain the following minimum information:
 - a. Model, serial number and location;
 - b. Date, time and description of each service;
 - c. Length of time the equipment was out of service; and
 - d. Name/initials of the technician.
 - The service technician will provide a copy of the "History Record Card" for each copier to the Department of Mental Health's designated contact person on a quarterly basis.
 8. A service report shall be made by the service technician upon each service visit. If parts are not readily available, the technician will note this on the report along with the date he/she will return to install the part(s). A copy of this report will be provided to the department contact prior to technician's departure.
 9. A service report shall be prepared and provided to the designated contact person at the Department of Mental Health on a quarterly basis. The service reports shall contain the following information for each machine:
 - a. Location of the machine;
 - b. Model and serial number;
 - c. Number of service calls;
 - d. Average response time; and
 - e. Average length of down time.
 10. Each individual machine will maintain an average UP time of 90%. This up time is exclusive of operator caused damage or error.

**EXHIBIT B
PAYMENT PROVISIONS**

COUNTY will compensate CONTRACTOR for a total not to exceed Fifty Thousand Dollars **(\$50,000)** for FY 2010/2011, for products and services herein described in Exhibit A Scope of Services. Payments will be made from COUNTY to CONTRACTOR only after the delivery and proof of product and/or service is made and approved by COUNTY. The **\$50,000** compensation consists of the following:

PURCHASES AND REPAIRS PRICING LIST

Line Item	Brand/Name and Description	Unit	Qty	Unit Price	Total
1	JVC DVD/VHS Dual Deck JR-XVC11B	Each	1	\$98.00	\$98.00
2	Pioneer DJ Mixer DJM-600	Each	1	\$799.00	\$799.00
3	Pioneer CD Player CDJ-1000MK2	Each	1	\$1,095.00	\$1,095.00
4	Optoma LCD Data Projection TX 728	Each	1	\$843.70	\$843.70
5	Elite Screens F100NWH	Each	2	\$450.00	\$900.00
6	Chauvet Intimidator 1.0 Scanner DMX -600	Each	1	\$146.90	\$146.90
7	Chauvet Lights Techno Strobe 200	Each	2	\$55.00	\$110.00
8	Chauvet Light 260 Mini Sphere	Each	1	\$64.99	\$64.99
9	Lightramics Dimmer Pack AS-40L	Each	3	\$288.60	\$865.80
10	JBL or Equal EON 515 15" Powered Speakers	Each	2	\$779.22	\$1,558.44
11	JBL or Equal EON 510 Powered Speakers	Each	2	\$560.71	\$1,121.42
12	JBL PRX-515 Powered Speakers	Each	2	\$841.79	\$1,683.58
13	JBL Speaker Sub Powered Speakers PRX-518S	Each	2	\$937.38	\$1,874.76
14	Pioneer Sound Mixer DJM-3000 (Discontinued may need to upgrade to current model)	Each	1	\$768.00	\$768.00
15	Pioneer CD Player CMX-5000 Twin CD Player	Each	1	\$779.98	\$779.98
16	Pioneer DJ Mixer DJM-3000 (Discontinued may need to upgrade to current model)	Each	1	\$768.00	\$768.00
17	Sennheiser EW135G3 Microphone Receiver	Each	2	\$649.98	\$1,299.96
18	Sure Microphone PG 58-LC	Each	2	\$42.90	\$85.80
19	50 feet speaker cable HOSA SKJ-650 (price is each per cable)	Sets	4	\$35.25	\$141.00
20	100 foot speaker cable HOSA SKJ-4100 (price is each per cable)	Sets	2	\$61.50	\$123.00
21	Soundcraft FX16II Mixer	Each	1	\$748.00	\$748.00
22	Behringer Sound Manager Ultra Curve Pro DEQ2496	Each	1	\$388.00	\$388.00
23	Sennheiser Antenna Signal Splitter ASP212	Each	1	\$312.49	\$312.49
24	Sennheiser Microphone Receivers ASP 212	Each	6	\$312.49	\$1,874.94

* COUNTY reserves the right to amend this list as needed to remove and replace equipment as determined by technological availability.*

PURCHASES AND REPAIRS PRICING LIST CONTINUED

Line Item	Brand/Name and Description	Unit	Qty	Unit Price	Total
25	Crown XLS 2000 Power Amp	Each	1	\$477.98	\$477.98
26	Maintenance and Repair Hourly Rate	Dollars	1	\$65.00	\$65.00
27	In Field Technical Assistance Hourly Rate (Local Area Service Call)	Dollars	1	\$90.00	\$90.00
28	Tax	Dollars	1	8.75%	8.75%
29	Shipping, Handling, Storage and Delivery	Dollars	1	TBD	TBD
30	Discount	Dollars	1	TBD	TBD
31	Total Cost	Dollars	1	TBD	TBD
32	Delivery Time	Days	1	ASAP	ASAP

RENTAL RATE SHEET

EQUIPMENT DESCRIPTION/ MODEL	DAILY RENTAL RATE PER UNIT	WEEKLY RENTAL RATE PER UNIT	MONTHLY RENTAL RATE PER UNIT
Sonic Blue DVD/VHS Dual Deck DVR 4200	\$50.00	\$100.00	\$300.00
Pioneer DJ Mixer DJM-600	\$75.00	\$150.00	\$450.00
Pioneer CD Player CDJ-1000MK2	\$75.00	\$150.00	\$450.00
Sharp 1700 Lunman LCD Data Projection	\$100.00	\$200.00	\$600.00
2 Draper Screens (Price Each)	\$75.00	\$150.00	\$450.00
Chuavet Scan Light	\$75.00	\$150.00	\$450.00
2 Techno Strobe (Price Each)	\$50.00	\$100.00	\$300.00
3 x Lightranics Dimmer Pack (Price Each) AS-40L	\$20.00	\$40.00	\$120.00
2x JBL Eons 10" Powered Speakers (Price Each) G2 "10"	\$50.00	\$100.00	\$300.00
2X JBL Speakers Powered Speakers PRX 500	\$100.00	\$200.00	\$600.00
2x JBL Speaker Sub Powered Speakers PRX 500	\$100.00	\$200.00	\$600.00
Pioneer Sound Mixer DJM-3000	\$75.00	\$150.00	\$450.00
Pioneer CD Player CMX-5000 Twin CD Player	\$100.00	\$200.00	\$600.00
Pioneer DJ Mixer DJM-3000	\$50.00	\$100.00	\$300.00
2 x Sennheiser Microphone Reciever (Price Each) EW 100 G2	\$25.00	\$50.00	\$150.00
2 x Sure Microphone (Price Each) SM 58	\$10.00	\$20.00	\$60.00
4x sets of 50 feet speaker cable (price each) standard speakon NL4	\$5.00	\$10.00	\$30.00
2x Pair of 100 speaker cable (price each) standard speakon NL4	\$10.00	\$20.00	\$60.00
A&H Mixwizard	\$75.00	\$150.00	\$450.00
Behringer Sound Manager Ultra Curve PRO8024	\$30.00	\$60.00	\$180.00
Sennheiser-Antenna Splitter ASP2	\$50.00	\$100.00	\$300.00
6 x Sennheiser Microphone Recievers (Price Each) EW 100G2 Reciever	\$25.00	\$50.00	\$150.00
QSC-Power Amp Crown XTI 4000	\$40.00	\$80.00	\$240.00