

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

169



FROM: Economic Development Agency

SUBMITTAL DATE:

January 12, 2010

SUBJECT: Agreement for Sound System Services for the Riverside County Fair & National Date Festival

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve a one-year agreement with three one-year extensions between the County of Riverside and Speeda Sound, Inc. for sound system services during the Riverside County Fair & National Date Festival in the amount not to exceed \$303,175.00;
2. Authorize the Chairman of Board of Supervisors to execute the attached Agreement; and
3. Authorize the Assistant County Executive Officer/EDA or designee to administer the terms of the Agreement and to make any "non-substantive" changes to the Agreement that may arise.

BACKGROUND: In order to continue providing an exceptional entertainment experience, the Riverside County Fair & National Date Festival issued a competitive Request for Qualifications (RFQ) on December 29, 2009, for sound system services. The RFQ was designed to provide the Fair with the opportunity to select a firm with the highest quality services at the most competitive price. (Continued on page 2)

Robert Field
Robert Field, Assistant County Executive Officer/EDA
by Colby Cataldi, Assistant Director

| | | | | |
|-------------------|-------------------------------|--------------|-------------------------|-------|
| FINANCIAL DATA | Current F.Y. Total Cost: | \$ 70,000.00 | In Current Year Budget: | Yes |
| | Current F.Y. Net County Cost: | \$ 0 | Budget Adjustment: | No |
| | Annual Net County Cost: | \$ 0 | For Fiscal Year: | 09-13 |

COMPANION ITEM ON BOARD OF DIRECTORS AGENDA:

SOURCE OF FUNDS: Fair Funds

| | |
|----------------------------------|--------------------------|
| Positions To Be Deleted Per A-30 | <input type="checkbox"/> |
| Requires 4/5 Vote | <input type="checkbox"/> |

C.E.O. RECOMMENDATION: APPROVE

BY: *Jennifer V. Sargent*
Jennifer V. Sargent

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: January 26, 2010
xc: EDA

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

Prev. Agn. Ref.:

District: 4

Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.16

EDA-001a-FR
Rev. 02/2002

FORM APPROVED COUNTY COUNSEL
BY: *[Signature]*
NEAL R. KIPNIS
DATE: *[Signature]*
Departmental Concurrence

Dep't Recomm.: ☐ Consent ☐ Policy
Per Exec. Ofc.: ☐ Consent ☒ Policy

BACKGROUND (cont'd)

The RFQ solicited proposals for a one (1) year contract for 2010, with the option to extend the contract for three (3) one-year periods for the years 2011, 2012, and 2013. The bid evaluation criteria for sound system services included 30 points for past experience and previous performance, 25 points for personnel, 25 points for references, 20 points for form submittal for a possible 100 points total. Two responses were received and evaluated by the Fair staff for a total four year bid which included D & V Sound of San Jose at \$94,458.00 and Speeda Sound, Inc. of Fresno at \$70,000.00. Based upon these evaluations, Speeda Sound, Inc. was the lowest qualified bidder.

The attached Agreement for an amount not to exceed \$303,175.00 over four years, established the following payment schedule:

| | |
|-----------|--------------------|
| Year 2010 | \$70,000.00 |
| Year 2011 | \$73,500.00 |
| Year 2012 | \$77,175.00 |
| Year 2013 | <u>\$82,500.00</u> |
| Total | \$303,175.00 |

The Contractor will provide sound system services for the Headliner Concert Stage, Magic Carpet Stage, Fiesta Village Stage, Pageant Stage, Genie Stage, Shalimar Lawn Area, Cooking Demo Stage, Horse Arena Stage, Grand Stand Arena, Llama Show, Lad & Lassie Show, Opening Ceremonies, Parade, Shalimar Building, Grounds Paging, the Bull-O-Rama show, and Ostrich Races.

The attached Agreement has been approved as to form by County Counsel, and staff recommends approval.

Attachments: Service Agreement S2010-68

to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92501-1147
Thank you.

**RIVERSIDE COUNTY FAIR AND NATIONAL DATE FESTIVAL
SERVICES AGREEMENT**

This Agreement is made and entered into the ____ day of ____, 2010 by and between the County of Riverside ("COUNTY") and **Speeda Sound, Inc. ("CONTRACTOR")**. The parties agree as follows: **Contractor agrees to provide sound system services for the Headliner Concert Stage, Magic Carpet Stage, Fiesta Village Stage, Pageant Stage, Genie Stage, Shalimar Lawn Area, Cooking Demo Stage, Horse Arena Stage, Livestock Auction, Llama Show, Lad & Lassie Show, Opening Ceremonies, Parade, Shalimar Building, Grounds Paging, Livestock, Arena and the Bull-O-Rama, and Ostrich Races.**

1. Documents Made Part of This Agreement: This Agreement is comprised of the following documents: This Agreement; and **Exhibit A, Speeda Sound, Inc. Proposal.**

2. Services To Be Provided: A. CONTRACTOR shall provide all services and fulfill all other requirements as specified in this Agreement. CONTRACTOR has the expertise, special skills, knowledge and experience to fully perform these services and requirements in a professional manner.

B. The time for provision of services by CONTRACTOR shall be; **February 12 through February 21, 2010, with the option to extend the contract for three (3) one-year periods for the years 2011, 2012, and 2013.** . CONTRACTOR shall immediately commence performance of services upon notification from COUNTY, and shall perform such services throughout the term of this Agreement in a diligent, timely and prompt manner.

C. Provision of additional services beyond those stated in this Agreement shall require a written amendment to this Agreement signed by authorized representatives of both parties.

3. Compensation: COUNTY shall pay CONTRACTOR for all services performed in accordance with the payment terms. Unless otherwise stated in this agreement, CONTRACTOR shall be responsible for all costs and expenses associated with performance or compliance with the terms of this Agreement. **A total consideration of seventy thousand dollars (\$70,000.00) payable on Sunday, February 21, 2010 by County Warrant**

2011- Seventy-three thousand five hundred dollars (\$73,500.00) payable on Sunday, February 27, 2011 by County Warrant.

2012- Seventy-seven thousand one hundred seventy-five dollars (\$77,175.00) payable on Sunday, February 26, 2012 by County Warrant.

2013- Eighty-two thousand five hundred dollars (\$82, 500.00) payable on Sunday, February 24, 2013 by County Warrant.

County and / or Contractor has the right to terminate subsequent year(s) contract (s) with a ninety (90) day notice.

Should the Headliner Concert Stage be eliminated from the Fair's schedule an estimated amount of \$15,000.00 for all costs related to the stage will be deducted from the future dollar amounts agreed upon for the contracted years 2011, 2012, and 2013.

4. County Representative: The following COUNTY representative shall be the contact for CONTRACTOR with regard to the services to be provided pursuant to this Agreement:

Name: **Daryl Shippy**

Title: **Fair Manager**

5. Compliance with Laws; Licensing: CONTRACTOR shall comply with all applicable laws, rules and regulations related to performance of this Agreement, including but not limited to all applicable fair employment, civil rights, access, health and safety laws, rules and regulations. CONTRACTOR represents and warrants that it has all licenses, permits and qualifications as are legally or professionally required to perform the services stated in this Agreement. CONTRACTOR shall comply with all applicable COUNTY policies, procedures, rules and regulations.

6. Termination: A. This Agreement may be terminated by COUNTY for any reason (with or without cause) upon giving 90 days written notice to CONTRACTOR.

B. COUNTY may terminate this Agreement immediately when any of the following occurs: (1) COUNTY determines that CONTRACTOR's activities are resulting in or may result in discredit to COUNTY; (2) CONTRACTOR has acted dishonestly; (3) CONTRACTOR is unwilling or unable for any reason to properly perform; or (4) CONTRACTOR has breached a material provision of this Agreement.

C. After receipt of a notice of termination from COUNTY, CONTRACTOR shall:

(1) stop all work under this Agreement on the date specified in the notice of termination; (2) deliver to COUNTY any equipment, materials, data, reports or other work which, if the Agreement had been continued, would have been required to be furnished to COUNTY by CONTRACTOR; and (3) take any additional actions which may be reasonably requested by COUNTY. Following termination, COUNTY shall make payment to CONTRACTOR for all services which have been properly rendered up to the date of termination. No other payments shall be due to CONTRACTOR upon termination. In the event of termination, COUNTY may proceed with the work in any manner it deems to be proper and in the best interest of COUNTY.

D. If for any reason the Fair is not held on the planned dates, this Agreement shall be considered to be terminated, and COUNTY shall not be liable to CONTRACTOR for any further payments (other than payments for services which have already been properly rendered). This shall apply regardless of the cause of why the Fair is not held on the planned dates. This shall also apply if the Fair is interrupted or delayed, in part or in full.

E. This section shall not limit any other legal rights the COUNTY may have against CONTRACTOR.

7. Independent Contractor: A. CONTRACTOR is acting as an independent contractor, and no relationship of employer-employee exists between CONTRACTOR (including its employees, agents or representatives) and COUNTY. CONTRACTOR assumes full and exclusive responsibility for its acts and the acts of its employees, agents and subcontractors related in any way to this Agreement. CONTRACTOR (including its employees, agents or representatives) shall not be entitled to any benefits payable to employees of COUNTY, including but not limited to workers' compensation, retirement, leave or other similar benefits. CONTRACTOR assumes full responsibility for payments of all federal, State and local taxes or other contributions imposed or required under social security, workers' compensation, income tax, disability, unemployment, retirement or similar laws or regulations, related to CONTRACTOR, its employees, agents or representatives. CONTRACTOR shall indemnify COUNTY against any and all claims that may be made against COUNTY based upon a contention by any person or entity that an employer-employee relationship exists by reason of this Agreement, including but not limited to any federal, State or other payments which COUNTY may be required to make related to such a claim. CONTRACTOR shall immediately reimburse COUNTY for any payments which COUNTY may be required to make related to any such claim.

B. CONTRACTOR and its agents, servants, employees, subcontractors or other representatives shall not act and shall not in any manner be construed to be agents, officers, or employees of COUNTY; shall not in any manner incur or have the power to incur any debt, obligation or liability against or on behalf of COUNTY; and shall in no way represent themselves to be officers, employees or agents of COUNTY. COUNTY shall not in any way be liable for any debts, acts, obligations or other liabilities or actions of CONTRACTOR, its agents, servants, employees, subcontractors or other representatives.

8. Insurance: A. Prior to the start of performance, or at an earlier date as may be requested by COUNTY, CONTRACTOR shall provide to COUNTY original insurance certificates which evidence the following coverages from companies licensed to issue such insurance in the State of California:

- (a) Workers' compensation insurance as required by the laws of the State of California;
- (b) Commercial general liability insurance, on an occurrence basis, with limits not less than \$1,000,000 combined single limit per occurrence (for injury, death, property damage or other occurrence);
- (c) For contracts involving use of vehicles (automobiles, trucks or other vehicles), commercial automobile liability insurance, on an occurrence basis, with limits of not less than \$1,000,000 combined single limit per occurrence (for injury, death, property damage or other occurrence); and
- (d) Any other insurance required by law or the State of California for this type of activity or event.

B. The insurance certificates must also include the following:

- (a) The dates of inception and expiration of the insurance;
- (b) A statement that the following are listed as additional insureds: The County of Riverside; the Riverside County Fair and National Date Festival; the Riverside County Economic Development Agency; and the officers, employees, servants and agents of these entities;
- (c) A statement that the insurance cannot be cancelled or reduced without 30 days prior written notice to COUNTY; and
- (d) A statement that the certificate holder shall be: County of Riverside, Riverside County Fair and National Date Festival, 46-350 Arabia Street, Indio, California 92201.

9. Indemnification: CONTRACTOR shall indemnify and hold harmless COUNTY, including its officers, employees and agents, from any and all liabilities, claims, debts, damages, demands, or actions of whatever kind or nature (including,

but not by way of limitation, wrongful death, bodily injury, property damage, and legal representation and expenses) arising out of or in any manner connected with CONTRACTOR's performance related to this Agreement.

10. Right to Audit or Monitor; Records; Ownership of Documents: A. COUNTY shall have the right to audit and monitor the activities or procedures of CONTRACTOR. CONTRACTOR shall maintain accurate records related to the activities performed by CONTRACTOR pursuant to this Agreement. COUNTY may at any time audit any of CONTRACTOR's records related to activities performed by CONTRACTOR pursuant to this Agreement.

B. All documents, reports and materials prepared by CONTRACTOR pursuant to this Agreement shall become the property of the COUNTY. Upon termination of this Agreement or completion of services, CONTRACTOR shall furnish to COUNTY all documents, reports and materials (including any uncompleted reports or unfinished work).

11. Governing Law; Jurisdiction: This Agreement shall be governed by and interpreted in accordance with 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 for the State of California located in Riverside County, California.

12. Miscellaneous: A. CONTRACTOR shall not subcontract with any third party for furnishing any of the services described in this Agreement without the prior written approval of COUNTY.

B. CONTRACTOR shall not assign any interest in or part of this Agreement without the prior written consent of COUNTY.

C. CONTRACTOR shall ensure that there shall be no discrimination against or segregation of any person, or group of persons, on account of disability, sex, marital status, race, religion, color, creed, national origin, or ancestry in performing the services specified in this Agreement.

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

E. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of the Agreement will continue in full force without being impaired or invalidated in any way.

F. This agreement is intended by the parties as the final, complete and exclusive statement of their understanding with respect to the subject matter of this Agreement, and supercedes any and all prior or contemporaneous oral or written understandings or statements. This Agreement may be changed or modified only pursuant to a written document signed by the authorized representatives of both parties.

Speeda Sound, Inc. ("CONTRACTOR")

By: Michael W King
Name and title: Speeda Sound, Inc.
Michael W King, President
4740 N. Sonora Avenue
Fresno, CA 93722
Tel: 559-275-7197

Dated: 2-11-10

WHEN DOCUMENT IS FULLY EXECUTED RETURN
CLERK'S COPY
to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

COUNTY OF RIVERSIDE

By: Marion Ashley
Name and title: Marion Ashley, Chairman
Board of Supervisors

Dated: JAN 26 2010

ATTEST:
KECIA HARPER-IHEM, Clerk
By: April E. IHEM
DEPUTY

FORM APPROVED COUNTY COUNSEL
By: Neal R. Kipnis
NEAL R. KIPNIS DATE