

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



ITEM
3.26
(ID # 4450)

MEETING DATE:

Tuesday, June 6, 2017

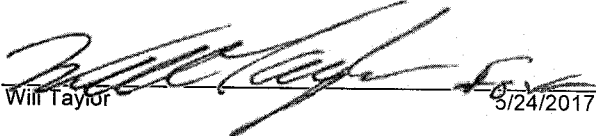
FROM : SHERIFF-CORONER-PA:

SUBJECT: SHERIFF-CORONER-PA: Approve and execute the agreement with CHP Enterprises, dba Ken Porter Auctions, for Professional Auctioning Services for the Sheriff's Patrol Stations for sale of confiscated personal property for five years. [All districts], [\$300,000 – 5 Year revenue] 100% Contract Revenue

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and execute the revenue agreement with CHP Enterprises dba Ken Porter Auctions, for professional auctioning services for an annual revenue amount of \$60,000 for (5) five years; and,
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459 to sign amendments that do not change the substantive terms of the agreement as approved by County Counsel.

ACTION: Policy

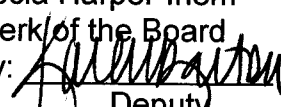

Will Taylor 5/24/2017

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington and Perez
Nays: None
Absent: Ashley
Date: June 6, 2017
xc: Sheriff, Purchasing

Kecia Harper-Ihem
Clerk of the Board

By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% Contract Revenue; No cost to the County.			Budget Adjustment:	No
			For Fiscal Year: 16/17-21/22	

C.E.O. RECOMMENDATION:

BR 17-052

BACKGROUND:

Riverside County Sheriff's Department provides law enforcement service to seventeen contract cities and the unincorporated area via ten regionally based patrol stations. As part of normal operations, thousands of items of evidence and property are collected and stored until the owners are identified, cases are adjudicated or the statute of limitations are exhausted. Once cases are resolved, items are returned to their owners. Often, the owner of the items cannot be determined so the items cannot be returned. To legally dispose of these items, the use of an auction service is required. The County's objectives in this process are to maximize the proceeds from the sale of unclaimed personal property, while utilizing open and competitive public sale methods in a professional business-like manner. The Sheriff's Department anticipates to receive approximately \$60,000 and this figure may increase or decrease depending on the property received per each patrol location.

Impact on Citizens and Businesses

Citizens and businesses will benefit from the open and competitive public sales of confiscated property.

Contract History and Price Reasonableness

County Purchasing Department released a Request for Proposal (RFP) SHARC-296, soliciting proposal for Professional Auctioning Services on behalf of the Sheriff's Department. The RFP was sent to twenty (20) potential bidders and was advertised on the Purchasing web site. Four (4) bid responses were submitted in response to the RFP. The proposals were reviewed by the evaluation team from the Sheriff Department. Each bid response was evaluated based on the criteria set forth in the RFP: overall responses to the RFP requirements, bidders experience and technical ability, cost/sellers fee, references, credentials, resumes, licenses, certifications and financials. The cost /seller fees proposal submitted ranged from 10% to 57.33%. Fees paid to the auctioneering firm is based on the actual sales of confiscated property at Sheriff Stations.

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

Based on the overall summation of the proposals submitted, it is the recommendation of the evaluation team to select CHP Enterprises dba Ken Porter Auctions, as the most responsive/responsible bidder for these services.


The decision to select this vendor is based on the 10% sellers fee charge for all items provided by the Sheriff Department to be auctioned.

Attachment

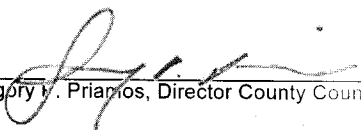
Contract agreement – 3 copies


Elizabeth Olson

5/31/2017


Teresa Summers, Assistant Director of Purchasing

5/30/2017


Gregory K. Priamos, Director County Counsel

5/19/2017

PERSONAL SERVICE AGREEMENT

for

PROFESSIONAL AUCTIONING SERVICES

between

COUNTY OF RIVERSIDE

and

CHP ENTERPRISES DBA KEN PORTER AUCTIONS



TABLE OF CONTENTS

<u>SECTION HEADING</u>	<u>PAGE NUMBER</u>
1. Description of Services.....	3
2. Period of Performance.....	3
3. Compensation.....	3
4. Alteration or Changes to the Agreement	5
5. Termination	5
6. Ownership/Use of Contract Materials and Products	6
7. Conduct of Contractor	6
8. Inspection of Service: Quality Control/Assurance	7
9. Independent Contractor/Employment Eligibility	7
10. Subcontract for Work or Services	9
11. Disputes	9
12. Licensing and Permits	9
13. Use by Other Political Entities	10
14. Non-Discrimination	10
15. Records and Documents	10
16. Confidentiality	10
17. Administration/Contract Liaison	11
18. Notices.....	11
19. Force Majeure.....	12
20. EDD Reporting Requirements.....	12
21. Hold Harmless/Indemnification	12
22. Insurance	13
23. General	16
Exhibit A-Scope of Service	19
Exhibit B- Payment Provisions	22

This Agreement, as a result of formal Request for Proposal RFP #SHARC-296 Professional Auctioning Services, made and entered upon approval of the Board of Supervisors, by and between CHP Enterprises dba Ken Porter Auctions, (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, at the prices stated in Exhibit B, Payment Provisions, consisting of one page.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to 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 approval of the Board of Supervisors and signature of this Agreement by both parties and continues in effect through June 30, 2022, with the option to renew annually, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR a seller's fee for professional auctioning services defined herein equal to 10% of adjusted gross sales from all confiscated items sold. 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 (Not applicable).

3.3 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:

COUNTY of Riverside
Sheriff/Patrol Stations
4095 Lemon Street
Riverside, CA 92501

Attn: Captain Matthew Jimenez / Yasmin Lopez

- 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 (SHARC-96209-002-06/21); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

3.4 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, and invoices shall be rendered "monthly" in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. 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 that may 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.

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 If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

5.7 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. The material, reports or products may be used by the COUNTY for any purpose that the 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 the CONTRACTOR.

9. Independent Contractor/Employment Eligibility

9.1 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.

9.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

9.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

9.6 CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

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 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 particulars assigned to the individual, such as finger or voice print or a photograph.

17. Administration/Contract Liaison

The Sheriff, or designee, shall administer this Agreement on behalf of the Riverside COUNTY. The Riverside COUNTY Purchasing Department shall also serve as a 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

COUNTY of Riverside
Purchasing & Fleet Services
2980 Washington Street
Riverside, CA 92504
Procurement Contract Specialist

Sheriff/Patrol Stations
4095 Lemon Street
Riverside, CA 92501
Attn: Captain Matthew Jimenez
Yasmin Lopez

CONTRACTOR

CHP Enterprises dba Ken Porter Auctions
21140 S. Avalon Blvd.
Carson, CA 90745
Attn: Gene Govoreau
General Manager

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, action, claim or damage 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. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

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 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.

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.

A. 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.

B. 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.

C. Vehicle Liability:

If vehicles or mobile equipment is 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.

D. Professional Liability Contractor shall maintain Professional Liability Insurance providing coverage for the Contractor's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Contractor's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

E. 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 exceeds \$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 County'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 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.

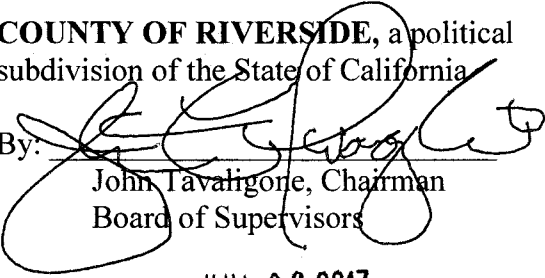
23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

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.

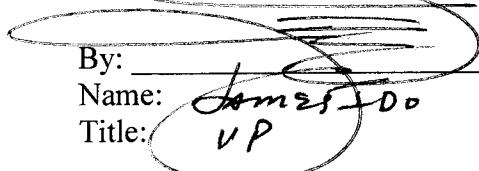
IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

By: 
John Tavaligore, Chairman
Board of Supervisors

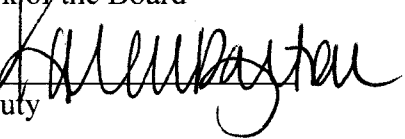
Dated: JUN 06 2017

GHP Enterprises DBA
Ken Porter Auctions

By: 
Name: James J. Do
Title: VP
Dated: 5/18/2017

ATTEST:

Kecia Harper-Ihem
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:

Gregory P. Priamos
County Counsel

By:  5/16/17
Neal Kipnis,
Deputy County Counsel

EXHIBIT A

REQUIRED SCOPE OF WORK BY THE CONTRACTOR

1. Service Requirement:

- A. CONTRACTOR must comply with Civil Code Section 1812.600-1812.610 for auction service and **have a Surety Bond of \$20,000 provided by an "A" Rated Surety.** CONTRACTOR must possess a valid and current license issued by the California State Board of Equalization for auctioneering of items, as well as possessing all other licenses and permits as required by state and local code.

2. Process Requirement:

- A. CONTRACTOR shall be responsible for publicly auctioning personal property, including but not limited to, new clothes, purses, bags, luggage, shoes, toys, sporting goods, electronics, office supplies, collectibles (coins, paintings, vases, historic clothing), tools, generators, gardening tools, bikes, skateboards, scooters, unopened household goods, no ripped/soiled furniture, new mattresses, construction equipment, new bedding/bath supplies/household goods, new kitchen supplies (dishes, pots/pans, containers, utensils, glassware), and jewelry.
- B. CONTRACTOR shall be responsible for picking up the asset items from all Riverside County Sheriff Stations listed in the background section of this RFP. CONTRACTOR shall provide detailed information on the proposed plan to include but not limited to; scheduling and coordinating pick up schedules, response time, monitoring and tracking method for accounting for all items picked up by location, and reporting and accountability process. CONTRACTOR shall refer to proposed Work Process detailed on Attachment #6.
- C. CONTRACTOR shall be responsible for all sale planning and shall use his knowledge, expertise, experience, advertising and good marketing practices in grouping and exhibiting the property in order to bring maximum returns to the COUNTY.
- D. CONTRACTOR shall be responsible for all labor, materials, vehicle, fuel, equipment and any related service needed for pick up and conduct of the sale. All auctions shall be conducted in accordance with California and all other applicable state and local code section.
- E. CONTRACTOR shall provide appraisal service for all precious metal, coins including gold and silver coins, and historical value items. CONTRACTOR shall explain their process for obtaining the best value for the appraised items.

3. Disposal Process

- A. CONTRACTOR shall properly dispose of hardware containing data. Any portable device that is capable of creating, accessing, receiving or storing electronic data communication will require proper cleaning of memory and disposal of equipment.
- B. CONTRACTOR shall provide a quarterly report of unsold items by station to include product description. Reports shall be sent to the pick-up location.

4. Advertising:

- A. CONTRACTOR shall be responsible for all continuous auction advertising in accordance with California Civil Code. Please provide detailed information on all proposed methods for Advertising. Including publications, size and type of ads, size of mailing list, type of mailers and number of colors (if applicable).
- CONTRACTOR is responsible for attaining revenue for the COUNTY, while adhering to all federal,

state and COUNTY laws, rules and regulations. CONTRACTOR shall refer to proposed Advertising Plan detailed on Attachment #7.

- B. CONTRACTOR shall state in each advertisement or announcement of the auction that all items are sold "as is" and/or other language advising that there are no expressed or implied warranties connected with the item being sold, and that not all items are returnable. Items, which appear to be new or in manufacturer's packaging are not presumed to be complete with all parts present, or to function as intended.

5. Auction with Reserve:

- A. The COUNTY may, at any time, establish the minimum acceptable price for any item offered for sale by auction. No sale shall be made by the bidding firm below any set minimum sale price.
- B. The COUNTY reserves the right to remove any item scheduled to be sold from the sale and from the CONTRACTOR's site at any time prior to actual sale and require its return to a COUNTY designated location.
- C. The COUNTY will not be responsible for any storage fees at CONTRACTOR's location.
- D. CONTRACTOR will endeavor to secure the highest price for each item offered for sale.

6. Disclosure Requirement:

- A. In performing duties for the COUNTY, CONTRACTOR shall not accept compensation from more than one party, even if permitted by law, without full disclosure to all parties in the transaction. The bids for items must be registered and collected on the day of the auction.
- B. In performing duties as an agent for the COUNTY, CONTRACTOR with a present or contemplated interest in the property shall specifically disclose such information to all affected parties. CONTRACTOR or a related party shall not acquire an interest in or buy for themselves property in the auction without the prior knowledge and consent of the COUNTY.
- C. CONTRACTOR must keep on file, as part of the written agreement or by a separate written document, a disclosure of any special interest in the COUNTY's property that the auctioneer has or contemplates having in the future and must be evidenced by the signature of all parties.

7. Completion of Sale Process and Accounting of Sale Requirement:

- A. CONTRACTOR shall collect funds, buyer's premium and sales tax from the buyers and report sales to COUNTY.
- B. CONTRACTOR shall disperse items purchased to buyers, account for all sales revenue resulting from any sales, collect and pay all appropriate taxes, and disburse any funds from such sales to the COUNTY monthly.
- C. All compensation from sale proceeds will be returned to the COUNTY.
- D. The payment is to include an itemized listing of all items auctioned, the selling price and separate total for all items. CONTRACTOR shall submit an itemized items sold to the COUNTY along with the check.
- E. Monthly payment shall be sent with the summary report of items sold to the pick-up location.

8. Reporting Requirement:

- A. The COUNTY would like limited ability for authorized personnel to access and view on-going auction in progress.
- B. CONTRACTOR must provide the COUNTY a comprehensive quarterly report to include but not limited to the following information:

1. Summary of total sales activity, items and amount of sale per item or items.
2. Total sale by location and date
3. Proceeds of sale
4. CONTRACTOR must retain records of all the sales for seven (7) years, digital and hard copies.

C. CONTRACTOR shall provide and attach a sample report of sold items.

EXHIBIT B PAYMENT PROVISIONS

Item Description	Seller's Fee
Household Items, antiques, collectables, jewelry, coins, art	10%
Household Items, new clothes, purses, bags, luggage, shoes, toys, sporting goods, electronics, office supplies	10%
Unopened household goods, no ripped/soiled furniture, new mattresses, new bedding/bath supplies, new kitchen supplies (dishes, pots/pans, containers, utensils, glassware)	10%
Bikes, skateboards, scooters	10%
Tools, gardening & construction tools, equipment computers, appliances, misc. personal property	10%
Precious metals, jewelry, coins (gold, silver, etc.) & historical valuable items. Appraisal process MUST be involved.	10%

These items must be provided at no cost to the COUNTY as vendor necessities:

Detail expenses

Advertisement (Classified)	To be included at No Charge to the COUNTY of Riverside
Brochures (color and/or B/W)	
Credit Card Charges	
Postage/labels for brochures	
Third party collectible items appraisal services fees	
Hardware/computer equipment disposal fees	
Gas/mileage needed to pick up all items	
Unsold items resulting from COUNTY placement of minimum bid or reserve	
Photos uploaded to web site, web site maintenance & responses to inquiries	
Any finder's fees, Buyer fees, Processing, Sales Tax, Electrical Testing, or Property Transfer fees	



ATTACHMENT 6

WORK PROCESS

C.H.P. Enterprises, Inc. d.b.a. Ken Porter Auctions, herein referred to as KPA, proposes to provide the following Auctioneer Services for the County of Riverside, herein referred to as consignor, upon finalization and acceptance of this proposal/contract.

KPA will provide the following services for Consignor with the understanding that the costs to Consignor will be those as dictated on the separate sheet, located in the "Cost Proposal" section of the proposal/contract. Unless otherwise requested and approved by Consignor during the course of our agreement. KPA's services are provided as follows:

TRANSPORT OF ITEMS

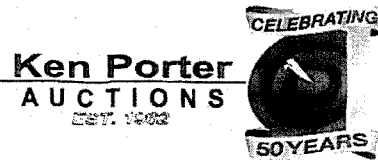
KPA will provide transportation service for all items from the designated Consignor locations to KPA's auction facility. KPA will use company owned vehicles and company drivers. The maximum response time by KPA following a request from the Consignor for such transportation shall be two (2) working days. KPA will assume liability for all items/equipment at the time of pick-up from the Consignor.

Consignor will provide a list of property to be auctioned to KPA by fax, e-mail or regular mail as soon as possible. Consignor may make, and can submit, minor changes to said list at any time up to three (3) days prior to and in advance of the auction date. Notwithstanding the aforementioned, Consignor may withdraw property from said list upon written notice to KPA three (3) days prior to the auction date.

It is further stipulated that all property shall be sold "As Is, Where Is" without any warranty by the Consignor of KPA as to the condition or workability at the time of the sale and that the buyers have purchased such property based on their own inspection and assessment.

MARKETING PLAN

Ken Porter Auctions (KPA) will conduct and deliver an advertising campaign based on 49 years of experience to produce the best event exposure and marketing to provide the highest attendance and participation possible. This will include the production of an effective auction flyer/brochure that is mailed out prior to each auction to over 20,000 current and/or previous customers; advertising in local and regional publications and/or internet sites, and on our own web site. Additional Advertising into various media for buyer specific items such as aircraft, heavy machinery or other type items will be done to maximize the exposure and buyer base to bring the highest dollar amount to the county. Notably, our advertising exposure can be considerably more than most companies, due to



our regular, long-term use of our selected publications.

KPA will maintain and update a KPA web site to promote the sale of Consignor's property and to help attract the widest possible audience. All item listings will be updated daily to generate maximum interest. The full listing is available at our auction yard and on our web site the Thursday prior to each auction. In addition, all sales will be posted to the www.kenporterauctions.com web site by Monday evening following each sale for Consignor's immediate use.

KPA shall ensure and solicit that all property will be available for public inspection two (2) working days immediately preceding the auction sale date. No other public access will be allowed. During the inspection period, KPA's personnel and security officers will be present to supervise and oversee the viewing process.

SALES PREPARATION

Miscellaneous items will be sorted into the most saleable lots utilizing KPA's marketing and auction expertise and experience. Consignor's items will be kept in separate lots from others' lots.

For Specialty Items and/or high dollar items KPA will provide professional outside appraisal services as to validity and or value of items as well as best means for advertisement, all information will have forwarded to Consignor for consideration.

KPA agrees to provide all needed equipment and devices to conduct and facilitate the event. In addition, KPA will provide all needed personnel to setup/teardown auction equipment, provide all auction related administrative services, marketing, security and miscellaneous services to market and conduct event.

KPA agrees to comply, obtain and qualify for any and all local, county, state or federal rules and regulations that may be required to conduct and solicit the event in the State of California. Any applicable event mandates shall include and comply with all dictated provisions that may apply from the Bulk Sales Laws and the like, including any required bond or payment of fees that may be set forth for such.



ATTACHMENT 7

ADVVERTISING

Ken Porter Auctions (KPA) will conduct and deliver an advertising campaign based on 49 years of experience to produce the best event exposure and marketing to provide the highest attendance and participation possible. This will include the production of an effective auction flyer/brochure that is mailed out prior to each auction to over 20,000 current and/or previous customers; advertising in local and regional publications and/or internet sites, and on our own web site. Additional Advertising into various media for buyer specific items such as aircraft, heavy machinery or other type items will be done to maximize the exposure and buyer base to bring the highest dollar amount to the county. Notably, our advertising exposure can be considerably more than most companies, due to our regular, long-term use of our selected publications.

KPA will create and design the auction event flyers/brochures in house using our experienced production team that utilizes state of the art production equipment. These straightforward, clean, concise, full color mailers featuring available inventory pictures are sent first class to our customer mailing list. Consignor will advise and receive a quantity of these brochures for distribution as they see fit.

KPA will maintain and update a KPA web site to promote the sale of Consignor's property and to help attract the widest possible audience. All vehicles listings will be updated daily to generate maximum interest. The full listing is available at our auction yard and on our web site the Thursday prior to each auction. In addition, all sales will be posted to the www.kenporterauctions.com web site by Monday evening following each sale for Consignor's immediate use.

Advertising sizes vary from postcards (4x6) to full 11x17 flyers

Ken Porter Auctions uses a heavy internet based advertising campaign on trade specific websites as well as via site such as proxibid

Newspaper advertising including Bakersfield Californian, Hoy, Orange County Register, San Diego Union Tribune, KNX, Machinery Trader, Truck Paper, just to name a few.