

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



ITEM: 3.25
(ID # 18765)

MEETING DATE:

Tuesday, April 12, 2022

FROM : RUHS-BEHAVIORAL HEALTH:

SUBJECT: RIVERSIDE UNIVERSITY HEALTH SYSTEM - BEHAVIORAL HEALTH: Approve and Authorize the Purchasing Agent to Sign the Event Agreement and Purchase Order with Rubidoux Swap Meet & Drive-In Theatre for the Riverside University Health System – Behavioral Health Friday Night Live Annual Awards Ceremony, Without Seeking Competitive Bids, in the Amount of \$64,750, All Districts. [Total Cost: \$64,750; Up to \$6,475 in Additional Compensation] 100% Federal Funds.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and Authorize the Purchasing Agent to Sign the Event Agreement and Purchase Order on behalf of the County to Rubidoux Swap Meet & Drive-In Theatre for the Riverside University Health System-Behavioral health (RUHS-BH) Friday Night Live (FNL) Annual Awards Ceremony, without seeking competitive bids in the amount of \$64,750; and
2. Authorizing the Purchasing Agent, in accordance with Ordinance 459, based on the availability of fiscal funding, to sign amendments to the Event Agreement and to increase or decrease the Purchase Order while staying within the ten percent (10%) of the approved \$64,750 amount.

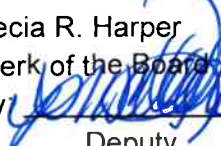
ACTION:Policy


Matthew Chang, Director 3/31/2022

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: April 12, 2022
xc: RUHS-BH

Kecia R. Harper
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	\$ 64,750	\$ 0	\$ 64,750	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% Federal Funds			Budget Adjustment:	No
			For Fiscal Year:	21/22

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The California Friday Night Live (FNL) program was developed in Sacramento in 1984, now celebrating 38 years of engaging young people, and was designed to reduce alcohol use and other problems among young people by building partnerships for positive and healthy youth development which engage youth as active leaders and resources in their communities. Through the partnership with the school districts of Riverside County, FNL has historically maintained between 80 and 120 active chapters throughout the county. During the course of the pandemic, the number of active chapters has reduced to around 55. These chapters engage youth from all regions of the county through all three of the program types: FNL (grades 9-12), Club Live (grades 7-8), FNL Kids (grades 4-6). The programs in Riverside County operate under the California FNL Standards of Practice, which include:

- Providing a Safe Environment
- Opportunities for Community Engagement
- Opportunities for Leadership and Advocacy
- Opportunities to Build Caring and Meaningful Relationships with Peers and Adults
- Opportunities to Engage in Interesting and Relevant Skill-Building Activities

For over 30 years, RUHS-BH has hosted the annual FNL Awards Ceremony in-person. The Awards Ceremony is an end-of-year celebration highlighting Riverside County chapters, and youth and adult partners, that exemplify leadership in the community. Participants and their families are provided a banquet-style dinner, entertainment, and awards acknowledging their accomplishments and dedication.

COVID-19 has impacted the entire healthcare system, resulting in the need of Riverside University Health System-Behavioral Health (RUHS-BH) to adapt alternatives for providing behavioral health services to consumers, including prevention services to the community. Due to social gathering restrictions, RUHS-BH held a virtual FNL Awards Ceremony in 2020 and 2021, consisting of streaming pre-recorded videos announcing winning chapters and participants. Due to the continued social gathering restrictions, RUHS-BH has sought alternative programming.

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

Research was done in the Riverside and Desert region to provide an accessible event space. Indoor theaters would not comply with social distancing guidelines, and there are no established drive-in theaters in the Desert region. Of the two drive-in venues located within the desired vicinity, Rubidoux Swap Meet & Drive-In Theatre was the only venue with the ability to accommodate a private, full site rental and outside production, which is required for the Awards Ceremony. Rubidoux Swap Meet & Drive-In Theatre can adequately meet all RUHS-BH needs, accommodating approximately 500 attendees, in an outdoor setting, within one centralized location. The venue complies with social distancing guidelines, allows third-party food vendors, and can provide Live Stream capability to broadcast the event.

Therefore, RUHS-BH is requesting that the Board of Supervisors approve the Purchasing Agent to sign the Purchase Order with Rubidoux Swap Meet & Drive-In Theatre for the RUHS-BH FNL Awards Ceremony Health, to be held on April 30, 2022 in the amount of \$64,750.

Impact on Citizens and Businesses

These services are a component of Behavioral Health's system of care aimed at improving the health and safety of consumers and the community.

Contract History and Price Reasonableness

Due to the unique requirements of the FNL Awards Ceremony and Rubidoux Swap Meet & Drive-In Theatre being the only vendor that can adequately meet all the RUHS-BH needs. On March 29, 2022, RUHS-BH obtained approval for a single source procurement (SSJ # 22-076) with Rubidoux Swap Meet & Drive-In Theatre.


Suzanna Hincley, Assistant Director of Purchasing and Fleet Service

4/1/2022


Jacqueline Ruiz, Sr. Management Analyst

4/6/2022

EVENT VENUE AGREEMENT

This Event Venue Agreement (the "Agreement") is entered into Wednesday February 9, 2022, (the "Effective Date"), by and between Friday Night Live, with an address of 23119-A Cottonwood Avenue Suite 100, Moreno Valley, CA 92533, (the "Client") and RUFM OPCO, LLC, with an address of 3770 Opal St, Riverside, CA 92509, (the "Venue"), collectively "the Parties."

- 1. Event Date & Description. On Saturday, April 30, 2022, Client intends to host the below described event (the "Event"):

Friday Night Live Awards Ceremony. Approximately 500 attendees. Friday Night Live will be responsible for maintaining and upholding Social Distancing regulations during the event. Client will be assembling a stage and equipment necessary for the event. Client will be responsible for any and all staffing needs for the event. Client will begin setup of the event after 08:00 on Saturday April 30, 2022 and continue until Sunday May 1, 2022. The area occupied on Saturday April 30, 2020 will consist of areas in line A through line E of the swap meet vendor area. Following the event on Saturday April 30, 2022 the Client will remove any and all equipment by no later than 04:00 on Sunday May 1, 2022. Client will be responsible for enforcing Social Distancing with event attendees. All equipment is to be removed prior to 04:00 on Sunday May 1, 2022. Client will be bringing in (1) third party food vendor for the event for an additional site fee. Client will also be paying a concessions tab for 500 orders of (1) personal size popcorn, (1) drink and (1) candy for each attendee. Additional menu items will be available for attendees to purchase at concessions stand on day of event.

Venue Duties. Client engages Venue's services to perform the following duties with regards to the Event: Closure of Swap Meet Rows A through G on Saturday April 30, 2022 for event setup. Closure of entire Drive-In Theater facility on Saturday April 30, 2022 for the event and removal of event equipment. Venue will have Venue concessions stand open during the event for event attendees. Venue will operate projection and broadcasting equipment with content provided by Client. Venue will provide 4-6 portable toilets for the event and will be responsible for removing such equipment at the end of the event.

Payment. The Parties agree to the following Payment and Payment Terms:

Table with 2 columns: Item, Amount. Rows include Total Fee for Site Rental (\$54,000), Third Party Food Vendor (\$250.00), Concessions Pre-Pay Tab (\$11/person)* (\$5,500), General Admission Tickets for theater (\$10/person)* (\$5,000), Total Fee For Event/Rental (\$64,750).

*Attendees may be added at an additional cost to the Client, not to exceed 600 attendees

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

APR 12 2022 3.25

Percentage Due Upon Execution of Agreement: 50% Deposit due now, remaining due day before the event, April 28, 2022 by 1:00pm PST.

Balance Due: \$32,375 due upon the signing of this contract, \$32,375 due one day prior to event.

2. Cancellation.

By Client. Client may cancel this Agreement at any time. If Client cancels up to 14 days prior to the Event Date, it will be entitled to a full refund. If Client cancels between up to 7 days prior to the Event Date, it will be entitled to a fifty percent (50%) refund. If Client cancels less than 2 days prior to the Event Date, it will not be entitled to a refund.

By Venue. Venue may cancel this Agreement at any time. If Venue chooses to cancel the event a full refund will be issued to Client.

3. **Dispute Resolution and Legal Fees.** In the event of a dispute arising out of this Contract that cannot be resolved by mutual agreement, the Parties agree to engage in mediation. If the matter cannot be resolved through mediation, and legal action ensues, the successful party will be entitled to its legal fees, including, but not limited to its attorneys' fees.
4. **Severability.** In the event any provision of this Agreement is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the Agreement and all other provisions should continue in full force and effect as valid and enforceable.
5. **Legal and Binding Agreement.** This Agreement is legal and binding between the Parties as stated above. This Agreement may be entered into and is legal and binding in the United States. The Parties each represent that they have the authority to enter into this Agreement.
6. **Governing Law and Jurisdiction.** The Parties agree that this Agreement shall be governed by the State and/or Country in which both Parties do business. In the event that the Parties do business in different States and/or Countries, this Agreement shall be governed by California law.
7. **Entire Agreement.** The Parties acknowledge and agree that this Agreement represents the entire agreement between the Parties. In the event that the Parties desire to change, add, or otherwise modify any terms, they shall do so in writing to be signed by both parties.
8. **Liability.** By signing this agreement, the Client is releasing the Venue of all liability. The Client will be held liable for any injuries, incidents, accidents, etc. that may occur due/during the event and/or involving any of the Client's event participants.
9. **Cleaning.** Client is required to clean up and remove all equipment from the Venue after the event. If additional time is needed for cleaning there will be an additional charge of up to \$15,000 if it impedes on regular business taking place at the venue.
10. **Equipment.** Client is in charge of providing all of their own equipment. Venue is not required to provide any equipment to Client unless it is outlined in the agreement under Venue Duties. Client will provide their own content to be played on Venue projection equipment and audio to be broadcasted via Venue audio equipment. Projection equipment will be operated by Venue staff only. Client will be held liable for any damage done to projection or broadcasting equipment from

Client content or equipment. Client will be responsible for replacing any damaged equipment. Equipment to be used during the event is valued at \$250,000. Venue will also provide Live Stream capability for Client to broadcast the event.

11. **Food/Beverage.** Client is not allowed to bring in third party food or beverage unless it is agreed to and outline above. All third-party food and beverage are entitled to a surcharge of up to \$5,000 depending on the size of the event. Any alcohol at any event needs to be discussed and outline in the agreement prior to the event.
12. **Permits.** Client is required to obtain and provide all necessary permits for their event. All permits are required to be submitted to Venue prior to the event.
13. **Insurance.** Client is required to obtain a one-million-dollar general liability insurance policy for the event listing Venue as the co-insured. Proof of insurance will be required before Client can place any staff or equipment at Venue.

a. Entities to be listed as Co-Insured:

- i. RUFM RE, LLC
- ii. RUFM Holdings, LLC
- iii. RUFM OPCO, LLC
- iv. United Flea Markets II, LLC

The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

"CLIENT"

Signed: Jessica Jeffers

By: Jessica Jeffers - Director of Marketing

Date: 4/5/2022

"VENUE"

Signed: _____

By: _____

Date: _____

COUNTY COUNSEL:

Approved as to form

By: [Signature]

Deputy County Counsel

Date: March 22, 2022
From: Matthew Chang, Director, Riverside University Health System-Behavioral Health
To: Suzanna Hinckley, Assistant Director, Purchasing & Fleet Services
Via: Lorraina Uribe, Senior Administrative Services Analyst, 951-358-7684
Subject: Single Source Procurement; Request for Event Venue

The below information is provided in support of my Department requesting approval for a sole source. (*Outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for sole or single source.*)

1. **Supplier being requested:** Rubidoux Swap Meet & Drive-In Theatre (RUFM OPCP, LLC)

2. **Vendor ID:** 250452

3. **Single Source** **Sole Source**

4. **Have you previously requested and received approval for a sole or single source request for this vendor for your department?** (*If yes, please provide the approved sole or single source number.*)

Yes **No**

4a. **Was the request approved for a different project?**

Yes **No**

5. **Supply/Service being requested:** Private venue rental with audio/visual capability and admission, parking, and concessions for approximately 500 attendees for the annual Riverside University Health System-Behavioral Health (RUHS-BH) Friday Night Live (FNL) Awards Banquet.

6. **Unique features of the supply/service being requested from this supplier.** The Rubidoux Swap Meet & Drive-In Theatre offers outdoor space that can accommodate more than the estimated 500 attendees with audio/visual capability, access to concessions, and the ability to bring in outside production and catering services. They have multiple screens and private parking separated by gates.

7. **Reasons why my department requires these unique features from the vendor and what benefit will accrue to the county:** Research was done in the Riverside area and desert region to provide an accessible event for our FNL chapters. Indoor theaters would not comply with social distancing guidelines and there are no established drive-in theaters in the desert region. Of the two Drive-In venues located within the desired vicinity, Rubidoux Swap Meet & Drive-In Theatre was the only venue with the ability to accommodate a private, full site rental

and outside production, required for the Awards Ceremony. Rubidoux Swap Meet & Drive-In Theatre can adequately meet all RUHS-BH needs, accommodating approximately 500 attendees, in an outdoor setting, within one centralized location. The venue complies with social distancing guidelines, allows third-party food vendors, and can provide Live Stream capability to broadcast the event.

8. Period of Performance: From: FY 21/22 to FY 21/22 (one-time event)
(total number of years)

Is this an annually renewable contract? No Yes
Is this a fixed-term agreement: No Yes

9. Identify all costs for this requested purchase. In addition, please include any single or sole source amounts previously approved and related to this project and vendor in the section designated below for current and future fiscal years. You do not need to include previous fiscal year amounts. If approval is for multiple years, ongoing costs must be identified below. If annual increases apply to ongoing costs such as CPI or other contract increases, provide the estimated annual cost for each consecutive year. If the annual increase may exceed the Purchasing Agent's authority, Board approval must be obtained. (Note: ongoing costs may include but are not limited to subscriptions, licenses, maintenance, support, etc.)

Description:	FY 21/22	FY 22/23	FY 23/24	Total
One-time Costs: Private venue rental with audio/visual capability and admission, parking, and concessions for approximately 500 attendees	\$64,750			
Ongoing Costs: N/A				
Total Costs	\$64,750	\$0	\$0	\$64,750

10. Price Reasonableness: The pricing offered by RUFM OPCP, LLC is consistent with other Drive-In venues in Southern California for similar accommodations. The alternate facility that met the event needs was not agreeable to renting out the entire facility to the department, and therefore their quote was not fully responsive. As a means to controlling the event and maintaining adequate safety, the department prefers to be the sole user of the facility for this event.

11. Projected Board of Supervisor Date (if applicable): April 12, 2022


Department Head Signature
(or designee)

Amy McCann
Print Name

3/24/2022
Date

The section below is to be completed by the Purchasing Agent or designee.

Purchasing Department Comments:

Approve

Approve with Condition/s

Disapprove

Condition/s:

Not to exceed:

One-time \$ 64,750

Annual Amount \$ _____ / per fiscal year through _____ (date)
(If Annual Amount Varies each FY)

FY _____ : \$ _____
FY _____ : \$ _____
FY _____ : \$ _____
FY _____ : \$ _____
FY _____ : \$ _____


Suzanna Hinckley
Purchasing Agent

03/29/2022
Date

22-076
Approval Number
(Reference on Purchasing Documents)

EVENT VENUE AGREEMENT

This Event Venue Agreement (the "**Agreement**") is entered into Wednesday February 9, 2022, (the "**Effective Date**"), by and between Friday Night Live, with an address of 23119-A Cottonwood Avenue Suite 100, Moreno Valley, CA 92533, (the "**Client**") and RUFM OPCO, LLC, with an address of 3770 Opal St, Riverside, CA 92509, (the "**Venue**"), collectively "the **Parties**."

1. **Event Date & Description.** On Saturday, April 30, 2022, Client intends to host the below described event (the "**Event**"):

Friday Night Live Awards Ceremony. Approximately 500 attendees. Friday Night Live will be responsible for maintaining and upholding Social Distancing regulations during the event. Client will be assembling a stage and equipment necessary for the event. Client will be responsible for any and all staffing needs for the event. Client will begin setup of the event after 08:00 on Saturday April 30, 2022 and continue until Sunday May 1, 2022. The area occupied on Saturday April 30, 2020 will consist of areas in line A through line E of the swap meet vendor area. Following the event on Saturday April 30, 2022 the Client will remove any and all equipment by no later than 04:00 on Sunday May 1, 2022. Client will be responsible for enforcing Social Distancing with event attendees. All equipment is to be removed prior to 04:00 on Sunday May 1, 2022. Client will be bringing in (1) third party food vendor for the event for an additional site fee. Client will also be paying a concessions tab for 500 orders of (1) personal size popcorn, (1) drink and (1) candy for each attendee. Additional menu items will be available for attendees to purchase at concessions stand on day of event.

Venue Duties. Client engages Venue's services to perform the following duties with regards to the Event: Closure of Swap Meet Rows A through G on Saturday April 30, 2022 for event setup. Closure of entire Drive-In Theater facility on Saturday April 30, 2022 for the event and removal of event equipment. Venue will have Venue concessions stand open during the event for event attendees. Venue will operate projection and broadcasting equipment with content provided by Client. Venue will provide 4-6 portable toilets for the event and will be responsible for removing such equipment at the end of the event.

Payment. The Parties agree to the following Payment and Payment Terms:

Total Fee for Site Rental:	\$54,000
Third Party Food Vendor:	\$250.00
Concessions Pre-Pay Tab (\$11/person)*:	\$5,500
General Admission Tickets for theater (\$10/person)*:	\$5,000
Total Fee For Event/Rental:	\$64,750

**Attendees may be added at an additional cost to the Client, not to exceed 600 attendees*

Percentage Due Upon Execution of Agreement: 50% Deposit due now, remaining due day before the event, April 28, 2022 by 1:00pm PST.

Balance Due: \$32,375 due upon the signing of this contract, \$32,375 due one day prior to event.

2. Cancellation.

By Client. Client may cancel this Agreement at any time. If Client cancels up to 14 days prior to the Event Date, it will be entitled to a full refund. If Client cancels between up to 7 days prior to the Event Date, it will be entitled to a fifty percent (50%) refund. If Client cancels less than 2 days prior to the Event Date, it will not be entitled to a refund.

By Venue. Venue may cancel this Agreement at any time. If Venue chooses to cancel the event a full refund will be issued to Client.

3. **Dispute Resolution and Legal Fees.** In the event of a dispute arising out of this Contract that cannot be resolved by mutual agreement, the Parties agree to engage in mediation. If the matter cannot be resolved through mediation, and legal action ensues, the successful party will be entitled to its legal fees, including, but not limited to its attorneys' fees.
4. **Severability.** In the event any provision of this Agreement is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the Agreement and all other provisions should continue in full force and effect as valid and enforceable.
5. **Legal and Binding Agreement.** This Agreement is legal and binding between the Parties as stated above. This Agreement may be entered into and is legal and binding in the United States. The Parties each represent that they have the authority to enter into this Agreement.
6. **Governing Law and Jurisdiction.** The Parties agree that this Agreement shall be governed by the State and/or Country in which both Parties do business. In the event that the Parties do business in different States and/or Countries, this Agreement shall be governed by California law.
7. **Entire Agreement.** The Parties acknowledge and agree that this Agreement represents the entire agreement between the Parties. In the event that the Parties desire to change, add, or otherwise modify any terms, they shall do so in writing to be signed by both parties.
8. **Liability.** By signing this agreement, the Client is releasing the Venue of all liability. The Client will be held liable for any injuries, incidents, accidents, etc. that may occur due/during the event and/or involving any of the Client's event participants.
9. **Cleaning.** Client is required to clean up and remove all equipment from the Venue after the event. If additional time is needed for cleaning there will be an additional charge of up to \$15,000 if it impedes on regular business taking place at the venue.
10. **Equipment.** Client is in charge of providing all of their own equipment. Venue is not required to provide any equipment to Client unless it is outlined in the agreement under Venue Duties. Client will provide their own content to be played on Venue projection equipment and audio to be broadcasted via Venue audio equipment. Projection equipment will be operated by Venue staff only. Client will be held liable for any damage done to projection or broadcasting equipment from

Client content or equipment. Client will be responsible for replacing any damaged equipment. Equipment to be used during the event is valued at \$250,000. Venue will also provide Live Stream capability for Client to broadcast the event.

11. **Food/Beverage.** Client is not allowed to bring in third party food or beverage unless it is agreed to and outline above. All third-party food and beverage are entitled to a surcharge of up to \$5,000 depending on the size of the event. Any alcohol at any event needs to be discussed and outline in the agreement prior to the event.
12. **Permits.** Client is required to obtain and provide all necessary permits for their event. All permits are required to be submitted to Venue prior to the event.
13. **Insurance.** Client is required to obtain a one-million-dollar general liability insurance policy for the event listing Venue as the co-insured. Proof of insurance will be required before Client can place any staff or equipment at Venue.

a. Entities to be listed as Co-Insured:

- i. RUFM RE, LLC
- ii. RUFM Holdings, LLC
- iii. RUFM OPCO, LLC
- iv. United Flea Markets II, LLC

The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

~~“CLIENT”~~- VENUE

Signed: Jessica Jeffers

By: Jessica Jeffers - Director of Marketing

Date: 4/5/2022

~~“VENUE”~~ CLIENT Friday Night Live / County of Riverside

Signed: Trisha Hernandez

By: Trisha Hernandez - County of Riverside

Date: 4/19/2022

COUNTY COUNSEL:

Approved as to form

By: [Signature]

Deputy County Counsel