



STAFF REPORT

PARKS AND RECREATION DEPARTMENT

AGENDA TITLE:

Amgen Tour of California Stage Three Tent Production Contract

RECOMMENDED MOTION:

Approve the City of Sausalito entering into contract with TOP Productions for tenting for the Amgen Tour of California – Stage Three on President's Weekend 2009.

SUMMARY:

A number of the ancillary events which take place in connection with the Amgen Tour of California Stage Three start are conducted in the "big tent" in the parking lot of Sausalito Yacht Harbor. Staff is recommending that the Council authorize entering into an agreement with Top Productions for the provision of the tent for the 2009 Amgen Tour of California based on the RFP sent to four separate production Companies. Negotiations with TOP Productions resulted in a reduced package price of \$36,000.00. TOP Productions has been the production company used for the past three years of the Amgen Tour of California and has an outstanding performance record. The main tent will be 120 x140 feet resulting in a tent just under 1700 square feet.

BACKGROUND:

The City of Sausalito was chosen again to host a start for the Amgen Tour of California. On November 25, 2008 the Council approved the City Participation Agreement with the Tour. As in the past three years, the Local Organizing Committee (LOC) has planned ancillary activities to promote Sausalito, keep people in town for the weekend, and to provide residents and visitors to Sausalito a fantastic experience they would not get anywhere else. In order to facilitate the following a large tent structure is needed:

- Tour de Cuisine, a dinner dance event (Sunday night)
- Race Start (Monday)
- VIP viewing area for local and traveling dignitaries (Monday)
- Biker Brunch (Monday)
- Bike Expo (Monday)

In addition to the activities planned by the LOC the tent will be rented out to facilitate the following:

- Marin Cyclists Speaker Event (Wednesday evening)
- Marin High School Mountain Bike Movie Event (Thursday evening)

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FISCAL IMPACT:

The total cost of the agreement with Top Productions is \$36,000 – with \$18,000 due January 30th and \$18,000 due February 16th. In connection with the 2006, 2007 and 2008 Tours of California all costs for the ancillary events were supported by the income generated by ticket sales to each event and Corporate Sponsorship. Staff anticipates that this will occur again in connection with the ancillary events planned in connection with the 2009 Amgen Tour of California and that there will be no fiscal impact on the City of Sausalito budget. In the event that the revenues generated do not cover the costs of the events, the City is responsible for payment of the contract amount. However, if the City and the Chamber enter into an agreement as they did in 2006, 2007, and 2008, the City and the Chamber will share the costs equally.

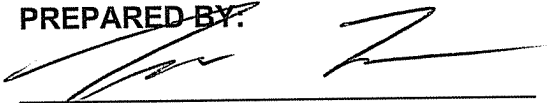
STAFF RECOMMENDATIONS:

Staff recommends that the Council grant approval for City Manager to enter into the attached Professional Services Agreement TOP Productions for production services for the Amgen Tour of California Stage Three Events 2009.

ATTACHMENTS:

- 1. Proposed City of Sausalito Contract with TOP Productions.
- 2. TOP Productions quote
- 3. Quote summary spreadsheet
- 4. Purchase Requisition Form

PREPARED BY:



Mike Langford
Parks and recreation Director

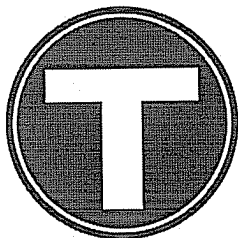
REVIEWED AS TO FORM BY:

Mary Wagner
City Attorney

SUBMITTED BY:

Adam Politzer
City Manager – City of Sausalito

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Top Productions, LLC
 1001 Canal Blvd.
 Suite E
 Richmond, CA 94804
 Voice: (510) 965-1091
 Fax: (510) 965-1595
 customerservice@tentsforrent.com

To: Mike Langford
 Sausalito Parks & Recreation
 420 Litho Street
 Sausalito, CA 94965
 Phone: (415) 289-4126 Ext:
 Fax: (415) 289-4189
 Email: mlangford@ci.sausalito.ca.us

From: Sara Sugrue
 Attached: Job for TOUR OF CALIFORNIA

Job Start: FEB 9 09
 Job End: FEB 16 09
 Our Job #: 0927-1

Status: Tentative Order
 Job Total: \$ 36,000.00
 Terms: 50/50
 Pages:

Total	\$ 36,000.00			
Payment 1	\$ 18,000.00	Due by		
	\$ 0.00			
Balance	\$ 18,000.00	Due by		

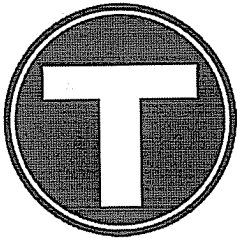
Rental Contract - Terms & Conditions

Top Productions, the lessor, hereby rents to the customer, identified by his signature on this contract the personal property described, subject to all terms and conditions of this contract. The customer, in consideration there of, acknowledges and agrees as follows:

All rentals made on the following conditions, which the customer agrees to and accepts:

- 1) **INSPECTION:** Customer acknowledges that he/she will personally inspect the equipment upon installation, to find in accordance with job specifications.
- 2) **WARRANTIES:** There are no warranties of merchantability or fitness either expressed or implied.
- 3) **HOLD HARMLESS AGREEMENT:** Customer assumes all responsibility & liability for damage or injury (including death) to all persons, whether employees of the customer or otherwise and to all property, including but not limited to property of Top Productions, or loss of use thereof, caused by, resulting from, arising out of, or occurring in connection with any act, error or omission on the part of the customer, his agents, or employees; and if any person shall make a claim for damage or injury as herein above described, the customer agrees to indemnify and save harmless Top Productions, and/ or employees from and against loss, expense, damage or injury that Top Productions, and/or employees may sustain as the result of any such claim and the customer agrees to assume, on behalf of Top Productions and employees, the defense of any such action at law or equity which may be brought against Top Productions and/or employees upon such claim and to pay all costs and expenses resulting there from, or in connection and to pay on behalf of Top Productions, and/or employees, upon their demand, the amount of judgment that may be entered against the owner and/or employees in any such action.
- 4) **TIME OF RETURN:** Customer's right to possession terminates on expiration of rental period and retention of possession after this time constitutes a material breach of this contract. Time is of the essence of this contract. Any extension must be mutually agreed upon in writing.
- 5) **DAMAGED OR LOST EQUIPMENT:** Customer agrees to pay for any damage to or loss of equipment, regardless of cause except reasonable wear and tear, while equipment is out of the possession of Top Productions. Customer is obligated to reimburse Top Productions for these items at the replacement cost when rented.
- 6) **THEFT OF EQUIPMENT:** Customer agrees to pay for equipment (at replacement cost when rented) for all types of theft, or mysterious disappearance, and for vandalism.
- 7) **COLLECTION COSTS:** Customer agrees to pay all reasonable collection, attorney, and court fees, and other expenses involved in the collection of the charges or enforcement of Top Productions' rights under this contract.
- 8) **DISCLAIMER OF MANUFACTURER:** Customer agrees that Top Productions is neither the manufacturer of the equipment of the agent of the manufacturer.
- 9) **THEFT:** That Top Productions, of its own discretion, may report as stolen all personal property not returned within five days of the date listed in the "return" section of the contract, or if conditions and circumstances indicate theft before that time.
- 10) **ACCIDENT NOTIFICATION:** Customer will immediately notify Top Productions in the event of any accident.
- 11) **PRICE ADJUSTMENT:** Customer agrees that no adjustment can be made to the contracted price after signing of the contract. All price adjustments must be made in writing.
- 12) **RESPONSIBILITY:** Top Productions is not liable for injuries or damage to person or property caused by fire, lightning, wind storm, rain, cyclone, tornado, hail, explosion, riot, insurrection, vandalism and mischievous behavior, sabotage, air craft or object falling therefrom, vehicles running on land or tracks, smoke, earthquake or volcanic eruption, flood, nuclear radiation or radioactive contamination, hostile or warlike action or similar perils including any and all acts of God.
- 13) **UTILITIES:** Customer is responsible for any and all damage to underground utilities.
- 14) **PERMITS:** Customer is responsible for obtaining any and all permits or licenses from the appropriate government, city, or county entities, unless otherwise specified in writing by Top Productions.
- 15) **UNPAID INVOICES:** That Top Productions' at its own discretion, revert all charges to a daily rate if monthly

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Top Productions, LLC
1001 Canal Blvd.
Suite E
Richmond, CA 94804

Voice: (510) 965-1091
Fax: (510) 965-1595
customerservice@tentsforrent.com

To: Mike Langford
Sausalito Parks & Recreation
420 Litho Street
Sausalito, CA 94965

Phone: (415) 289-4126 Ext:
Fax: (415) 289-4189
Email: mlangford@ci.sausalito.ca.us

From: Sara Sugrue
Our Job #: 0927-1

statement or invoices are not paid on due dates.
16) **OVERDUE ACCOUNTS:** Accounts are due and payable at the termination of installation or delivery of equipment, unless otherwise specified in writing by Top Productions. A carrying charge of 1.5% per month (annual rate 18%) will be charged on overdue accounts.
17) **PERSONAL GUARANTEE:** The signer of this contract personally guarantees that full payment will be made for the contracted price.
18) **DEPOSITS / CANCELLATIONS:** Customer agrees that deposits are non-refundable and if the equipment rental is canceled or postponed less than seven days before delivery date, full payment is still due, unless otherwise specified in writing by Top Productions.
19) **SCHEDULE TIMES:** Installation and takedown times are estimates only. Top Productions is not responsible for delays due to weather conditions, road and traffic conditions, other vendors causing delays, site not prepared properly in advance, etc.

This quote is valid for sixty (60) days from the "Job Provided On" date.

Date:

Date:

Top Productions, LLC

Sausalito Parks & Recreation

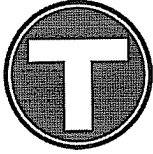
Signature:

Signature:

Name & Title:

Name & Title:

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Top Productions, LLC
 1001 Canal Blvd.
 Suite E
 Richmond, CA 94804

Voice: (510) 965-1091
 Fax: (510) 965-1595
 customerservice@tentsforrent.com

Invoice To:

Sausalito Parks & Recreation
 420 Litho Street
 Sausalito, CA 94965
 Terms: 50/50
 Purchase Order:

Description: **TOUR OF CALIFORNIA**
 Our Job # **PUB-0927-1**

Quotation Status: **Tentative Order**

Client:

Mike Langford
 Sausalito Parks & Recreation
 420 Litho Street

Sausalito, CA 94965
 Phone: (415) 289-4126 Ext:
 Fax: (415) 289-4189

Dates:

Pull Equipment
 Load Truck
 Install FEB 9 09
 Event Date FEB 11 09
 Take Down FEB 16 09

Job Site:

Venue: SAUSALITO YACHT ...
 Room: SPINNACKER PARKIN...
 Address 1: 100 SPINNAKER DR.
 Address 2:
 C, S, Z: SAUSALITO, CA 94965
 Contact:
 Phone:

Job By: **Sara Sugrue**
 Job Provided on: **January 14, 2009**

EQUIPMENT

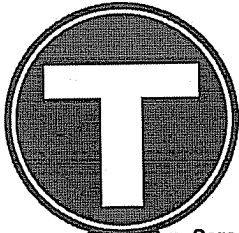
QTY	Description	Duration	Unit Price	Extended
1	EQUIPMENT PACKAGE PER 2009 SPECS	1.00 Day(s)	36,000.00	36,000.00
<i>Equipment Subtotal:</i>				36,000.00
Equipment Total:				\$36,000.00

Quotation Grand Total: \$36,000.00

Signature: _____

Accepted and Acknowledged By: _____ Date: _____
Sausalito Parks & Recreation

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Top Productions, LLC
1001 Canal Blvd.
Suite E
Richmond, CA 94804

Voice: (510) 965-1091
Fax: (510) 965-1595
customerservice@tentsforrent.com

Job provided on JAN 20 09 For:

Mike Langford
Sausalito Parks & Recreation
420 Litho Street
Sausalito, CA 94965

Phone: (415) 289-4126 Ext:
Fax: (415) 289-4189

Quote By: Sara Sugrue
Our Job #: PUB - 0927-1
Job Status: Tentative Order
Purchase Order:

Invoice To: Sausalito Parks & Recreation

Ship Via: TP to Deliver
Return Via: Top Productions Pick Up
420 Litho Street
Sausalito, CA 94965
Terms: 50/50

Job Site: SAUSALITO YACHT CLUB
Room: SPINNACKER PARKING LOT
Address: 100 SPINNACKER DR.

Pull Equipment		
Load Truck		
Install	Monday	FEB 9 09
Event Date	Wednesday	FEB 11 09
Take Down	Monday	FEB 16 09

SAUSALITO, CA 94965
Contact: () -

Description: TOUR OF CALIFORNIA

General Notes: TERMS:
50% DUE BY 1/30/09
REMAINING BALANCE DUE ON 2/16/09

Site Notes: INSTALL: 2/9, 2/10
EVENT: 2/11, 2/12, 2/15, 2/16
TAKEDOWN: 2/16, 2/17

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Tent Rental Quote Summary								
Company	Contact	Phone	E-Mail	Bid	Notes			
Top Productions	Peter Daily	510.365.1091	Sara@tentsforrent.com	\$ 36,000.00				
Classic Party Rentals	Megan Johnson	650.652.0300 x373	mjohnson2@classicpartyrentals.com	\$ 81,375.75				
Cobalt Equipment	Vivian Lau	925.580.2571	vlau@cobaltequipment.net	NA	Declined to bid (equipment not available)			
Stuart Rental	Andrew Sutton	800.400.0543	asutton@stuartrental.com		Waiting for bid			
NW Tents	Sheridan Thompson	503.219.9073/503-901-2166	sheridan_thompson@yahoo.com	NA	Equipment @ Superbow!			

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Date: 01/19/2009
Time: 13:40:58

Requisitions Proof List

mlangford

<u>Req No</u>	<u>Req Date</u>	<u>Item Name</u>	<u>Vendor No</u>	<u>Appr Status</u>	<u>Account No</u>	<u>PM Task and Type</u>	<u>Quantity</u>	<u>Price</u>	<u>Amount</u>
Dept: 600									
Employee No: LANGM									
0000569	01/19/2009		TOPPRODU	Approved	100-000-2390-028		1.00	36,000.00	36,000.00
								Employee Total:	36,000.00
								Dept Total:	36,000.00
								Grand Total:	36,000.00



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