

## **AGREEMENT TO PROVIDE GOVERNMENT CHANNEL PROGRAMMING AND PRODUCTION SERVICES**

This AGREEMENT is made and entered into by and between the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County", and Armstrong Productions Inc., hereinafter referred to as "CONTRACTOR."

### **RECITALS**

WHEREAS, County has invited proposals through the Request for Proposals (RFP # 10244) for Government Channel Programming and Production Services, in accordance with the specifications set forth in this AGREEMENT; and

WHEREAS, CONTRACTOR has submitted a responsive and responsible proposal to perform such services; and

WHEREAS, CONTRACTOR has the expertise and capabilities necessary to provide the services requested.

NOW THEREFORE, County and CONTRACTOR, for the consideration hereinafter named, agree as follows:

### **1.0 PERFORMANCE OF THE AGREEMENT**

- 1.1 After consideration and evaluation of CONTRACTOR'S proposal, County hereby engages CONTRACTOR to provide the services set forth in RFP # 10244 and in this AGREEMENT on the terms and conditions contained herein and in RFP # 10244. The intent of this AGREEMENT is to summarize the contractual obligations of the parties. The component parts of this AGREEMENT include the following:
  - 1.1.1 AGREEMENT
  - 1.1.2 CONTRACTOR'S Proposal dated 11/08/2010, including all attachments and exhibits
  - 1.1.3 Certificate of Insurance
  - 1.1.4 Additional Insured Endorsements
  - 1.1.5 RFP # 10244 dated 10/07/2010, including Addendum #1
- 1.2 All of the above-referenced contract documents are intended to be complementary. Work required by one of the above-referenced contract documents and not by others shall be done as if required by all. In the event of a conflict between or among component parts of the contract, the contract documents shall be construed in the following order: AGREEMENT, Certificate of Insurance, Additional Insured Endorsements,

CONTRACTOR'S Proposal (with all attachments and exhibits), Addendum #1, and RFP #10244.

- 1.3 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this AGREEMENT are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this AGREEMENT and are not employees of the County, or immediate family of an employee of the County.
- 1.4 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this AGREEMENT that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 1.5 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this AGREEMENT, except as otherwise specified in this AGREEMENT. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this AGREEMENT.

## **2.0 SCOPE OF SERVICE**

### **2.1 GENERAL SCOPE OUTLINE**

- 2.1.1 CONTRACTOR shall produce **up to** fourteen (14) shows per fiscal year on topics of County's choice and deliver to the County Programming Coordinator for broadcast on the Monterey County Government Channel.
  - 2.1.1.1 Any additional program work requested by County will be mutually agreed upon in writing per written amendment or, if deemed necessary, a separate Agreement.
  - 2.1.1.2 The Programming Coordinator, IT Department, and CONTRACTOR shall meet quarterly throughout each fiscal year to review programming, budget and contractual issues. These meetings shall be at no additional cost to County.
- 2.1.2 CONTRACTOR programming and production services shall include but are not limited to: pre-production and location scouting, set design consultation, location taping, editing, graphics, music, voiceovers and all other elements necessary to complete a program. CONTRACTOR shall also provide ongoing creative and technical consultation to County consisting of overall project and channel planning, interagency coordination activities and creative and technical support necessary for programming development at no additional cost to County.
- 2.1.3 Upon execution of the AGREEMENT yet before undertaking any work, CONTRACTOR shall receive a program schedule in writing from the Monterey

County Programming Coordinator. At least two weeks prior to a scheduled shoot date, County shall submit to CONTRACTOR a Program Summary Form as per EXHIBIT 1 attached hereto for each program assigned which summarizes the program request in writing. The form shall be subject to changes and additions which shall be mutually acknowledged by both parties. It shall not be common practice to submit any changes and additions any later than 2 days prior to the shoot date.

2.1.3.1 Emergency Programming requests as defined in Section 2.1.4 are excluded from the terms and conditions set forth herein this Section 2.1.3.

2.1.4 In situations where there is a need for urgent government broadcasting, or if an emergency arises, CONTRACTOR shall be available to provide programming and production services with short notice and agree to expedite the process for immediate broadcast. This emergency work may or may not be needed but is considered part of the scope of work and shall be performed as-needed at the rates specified within the AGREEMENT.

2.1.5 CONTRACTOR is the field producer during assigned shoots for programs authorized by the Programming Coordinator unless otherwise directed.

2.1.6 Any equipment purchased by County for the purpose of production, editing, broadcasting, storing and/or duplicating government channel materials which may be utilized by CONTRACTOR shall remain the property of County. If CONTRACTOR identifies a need for additional equipment at any point during the term of the AGREEMENT, CONTRACTOR shall notify County and the parties shall mutually agree upon how to procure that item.

## **2.2 PROGRAM PRODUCTION REQUIREMENTS**

2.2.1 Production Assignment Timeline will be developed in collaboration by County and CONTRACTOR upon execution of this AGREEMENT and shall include the shooting schedule and interviews, assuming an average 1 month turnaround per show.

2.2.2 CONTRACTOR will collaborate with the Programming Coordinator to track and meet program timeline dates including: the date the program is assigned, the day(s) the video is shot, editing session dates and the actual airdate/completion date in monthly government channel program production report provided to the IT Department by the Programming Coordinator. Unless otherwise communicated, a one month approximate turnaround timeline for each program shall be specified. The airdate/completion date, established for the program shall function as a deadline. Time spent by CONTRACTOR tracking and reporting shall be at no additional cost to County.

- 2.2.3 For each half-hour program, a 30 second promo about the completed program shall be provided by the CONTRACTOR. For each half hour program, 10 DVD copies of the program shall be provided to the Programming Coordinator.
- 2.2.3.1 CONTRACTOR shall duplicate additional DVD's of government channel programming and deliver within one week of written request by County. Expedited requests shall be completed within 24 hours. Additional costs associated with extra DVD duplication shall be invoiced at the rate specified in the proposal and subsequent AGREEMENT.
- 2.2.4 CONTRACTOR shall be responsible for delivery of drafted & edited video program to County Programming Coordinator no less than 2 weeks in advance of the scheduled program airdate for review. On receipt, County will review the draft program within 7 business days and respond with written instructions, additional edits or changes to be made. Such additions, edits or changes shall be completed by the CONTRACTOR within 7 business days. No more than 2 edits shall be assumed for a regular 30 minute program. Finished program hand delivered (or picked up) shall be exchanged with a delivery receipt that is time and date stamped by County. CONTRACTOR is responsible for ensuring a delivery receipt if finished program is mailed. The delivery address for the draft and finished product (DVD) will be:
- Monterey County Administrative Office Attn: Maia Carroll  
168 W. Alisal Street, 3<sup>rd</sup> Floor  
Salinas, Ca. 93901
- 2.2.4.1 Exceptions to the 7 business days will include specific events which would prevent the County from responding within 7 business days with the suggested additions, edits or changes at which time the CONTRACTOR will be notified by e-mail.
- 2.2.5 All episodic programming shall use a common theme so that the same openings, closings, and graphics are used. If alternate openings, closings, or graphics are required, the details and conditions shall be mutually agreed upon in writing and extra costs associated with the modifications shall be billed per the rates in the AGREEMENT.
- 2.2.6 All programming will meet NTSC recording standards and include the ability to support a broad range of media types including but not limited to: high-definition, standard, analog, digital recording, real-time transmission, and live streaming video.
- 2.2.7 Programs created for the government channel paid for using Public, Education and Government (PEG) Channel Grants funds shall include a slate acknowledging funding support from County. Programs paid for by other departments may require similar acknowledgements. Any such requirement for

acknowledgment shall be conveyed to CONTRACTOR by County in advance of the program deadline for delivery.

2.2.8 County reserves the right to hire independent contractors, including videographers and producers, in order to complete production should CONTACTOR'S services and/or staff be unavailable to perform the tasks in the Scope of Work herein.

2.2.8.1 Should County need to hire an independent contractor(s) per this situation, the cost of those services may be deducted from charges owed to CONTRACTOR for this Agreement if County deems the situation as a breach of contract.

## **2.3 COPYRIGHT AND OWNERSHIP**

2.3.1 Copyright: County shall own the copyright to all programs produced and meetings recorded and any material contained therein by and for the Monterey County Government Channel.

2.3.2. Ownership: Any and all materials created, produced and/or acquired locally for the express use of the Government Channel shall be and are the property of County and County shall be entitled to full access and copies of such materials. Any such materials remaining in the hands of CONTRACTORS or subcontractor upon completion or termination of the work shall be delivered immediately to County. If any materials are lost, damaged or destroyed before final delivery to County, CONTRACTOR shall replace them at its own expense.

2.3.3 Distribution Services: Distribution of any programming, in part or in whole, by an entity other than County by any other electronic or physical means is subject to prior written approval by County via the County Programming Coordinator. Should the County provide approval of distribution of any programming funded by the County through this Agreement, CONTRACTOR shall ensure that the video footage has clear verbiage added to state that the program was fully funded by the County of Monterey and is distributed with the approval and authorization by the County.

2.3.4 Branding: Any programming funded and produced by County must contain the official County Seal and copyright language as specified by the County Programming Coordinator.

## **2.4 CONFIDENTIALITY**

2.4.1 CONTRACTOR, its employees and subcontractors, agree that reports, information, opinions or conclusions shall not be made available to or discussed with any individuals or organizations, including the news media, without prior written approval by County. CONTRACTOR shall exercise reasonable precautions to prevent the unauthorized disclosure and use of County information whether deemed confidential or not.

## 2.5 MONTHLY PROGRESS REPORTS BY CONTRACTOR TO COUNTY

- 2.5.1 CONTACTOR shall submit to County monthly progress reports as per EXHIBIT B attached hereto. Progress reports are due on the first day of every month and shall be emailed to both of the following County contacts:

Sarah House, IT Dept. Management Analyst III [houses@co.monterey.ca.us](mailto:houses@co.monterey.ca.us)  
Maia Carroll, Programming Coordinator, [carrollm@co.monterey.ca.us](mailto:carrollm@co.monterey.ca.us)

## 3.0 TERM OF AGREEMENT

- 3.1 The term of the AGREEMENT will begin April 1, 2011 and remain active through and including June 30, 2014 with the option to extend the AGREEMENT for one (1) additional two year period.
- 3.2 County reserves the right to cancel the AGREEMENT, or any extension of the AGREEMENT, without cause with a thirty day (30) written notice, or immediately with cause. CONTRACTOR reserves the right to cancel any portion of this agreement due to their inability to perform, and should this occur, CONTRACTOR shall provide written notice 90 days in advance of termination of this AGREEMENT to County. In the event of such cancellation, County reserves the right to reallocate funds to other providers to perform this agreement.
- 3.3 If the AGREEMENT includes options for renewal or extension, CONTRACTOR must commence negotiations for rate changes a minimum of ninety days (90) prior to the expiration of the AGREEMENT.
- 3.3.1 Both parties shall agree upon rate extension(s) or changes in writing.
- 3.3.2 County does not have to provide a reason if it elects not to renew.

## 4.0 COMPENSATION AND PAYMENTS

- 4.1 It is mutually understood and agreed by both parties that CONTRACTOR shall be compensated under the term of the AGREEMENT in accordance with ATTACHMENT A – RATE SHEET attached hereto. The total amount for the initial term of this AGREEMENT shall not exceed \$96,000.00.
- 4.1.1 Any changes in rates shall be mutually agreed upon first in writing by both parties.
- 4.1.2 CONTRACTOR pricing shall be all-inclusive, including but not limited to pre-production, video recording, editing, graphics, any other finish work required, equipment and any incidentals such as travel and mileage.
- 4.1.3 Travel reimbursements shall not exceed the IRS allowance rates as per County of Monterey Travel Policy. A copy of County’s Travel Policy is available on the Auditor-Controller’s web site at:  
<http://www.co.monterey.ca.us/auditor/policy.htm>.

- 4.2 County does not guarantee any minimum or maximum amount of dollars to be spent under this AGREEMENT.
- 4.3 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the AGREEMENT.
- 4.4 Any discount offered by CONTRACTOR(s) must allow for payment after receipt and acceptance of services, material or equipment and correct invoice, whichever is later. In no case will a discount be considered that requires payment in less than 30 days.
- 4.5 CONTRACTOR shall levy no additional fees nor surcharges of any kind during the term of the AGREEMENT without first obtaining approval from County in writing.
- 4.6 Tax:
- 4.6.1 Pricing as per this AGREEMENT is inclusive of all applicable taxes.
- 4.6.2 County is registered with the Internal Revenue Service, San Francisco office, registration number 94730022K. County is exempt from Federal Transportation Tax; an exemption certificate is not required where shipping documents show Monterey County as consignee.

## 5.0 INVOICES AND PURCHASE ORDERS

- 5.1 Bill to: Invoices shall be submitted directly to:

Monterey County Information Technology Department  
Attn: Sarah House  
1590 Moffett St.  
Salinas CA 93905

- 5.2 Invoicing: Upon confirmed completion by County of assigned fieldwork for each program, CONTRACTOR shall invoice County 50% of the cost of the program in accordance with the ATTACHMENT A – RATE SHEET attached hereto. Only after a final program has been accepted by County for broadcast to the Monterey County Government Channel, will CONTRACTOR bill County the remaining 50% of the program costs. No more than 2 incomplete programs shall be billed to County or be outstanding for completion at one time. All invoices submitted shall be itemized.
- 5.2.1 CONTRACTOR shall reference the RFP #10244 on all invoices submitted to County.
- 5.3 County will certify the invoice as to conformity with this AGREEMENT, and upon approval, shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

- 5.4 All County Purchase Orders issued for the AGREEMENT are valid only during the fiscal year in which they are issued (the fiscal year is defined as July 1 through June 30).
- 5.5 Unauthorized Surcharges or Fees: Invoices containing unauthorized surcharges or unauthorized fees of any kind shall be rejected by County. Surcharges and additional fees not included the AGREEMENT must be approved by County in writing.

## **6.0 NON-APPROPRIATIONS CLAUSE**

- 6.1 Notwithstanding anything contained in this AGREEMENT to the contrary, if insufficient funds are appropriated, or funds are otherwise unavailable in the budget for County for any reason whatsoever in any fiscal year, for payments due under this AGREEMENT, County will immediately notify CONTRACTOR of such occurrence, and this AGREEMENT shall terminate after the last day during the fiscal year for which appropriations shall have been budgeted for County or are otherwise available for payments. To the extent permitted by law, this provision will not be construed so as to permit County to terminate this AGREEMENT in order to acquire or lease any other equipment or to allocate funds directly or indirectly to perform the same application and in the same manner for which the equipment is intended.

## **7.0 INDEMNIFICATION**

- 7.1 CONTRACTOR shall indemnify, defend, and hold harmless County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this AGREEMENT, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with CONTRACTOR's performance of this AGREEMENT, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.



## 8.0 INSURANCE

### 8.1 Evidence of Coverage:

8.1.1 Prior to commencement of this AGREEMENT, CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, CONTRACTOR, upon request, shall provide a certified copy of the policy or policies.

8.1.2 This verification of coverage shall be sent to County's Contracts/Purchasing Department unless otherwise directed. CONTRACTOR shall not receive a "Notice to Proceed" with the work under this AGREEMENT until it has obtained all insurance required and such, insurance has been approved by County. This approval of insurance shall neither relieve nor decrease the liability of CONTRACTOR.

8.2 Qualifying Insurers: All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by County's Purchasing Manager.

### 8.3 Insurance Coverage Requirements:

8.3.1 Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this AGREEMENT a policy or policies of insurance with the following minimum limits of liability:

8.3.1.1 Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

8.3.2 Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this AGREEMENT, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

8.3.3 Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this AGREEMENT, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less

than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

- 8.3.4 Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, CONTRACTOR shall, upon the expiration or earlier termination of this AGREEMENT, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this AGREEMENT.

8.4 Other Insurance Requirements:

- 8.4.1 All insurance required by this AGREEMENT shall be with a company acceptable to County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this AGREEMENT, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this AGREEMENT.
- 8.4.2 Each liability policy shall provide that County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this AGREEMENT, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.
- 8.4.3 Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

- 8.4.4 Prior to the execution of this AGREEMENT by County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that CONTRACTOR has in effect the insurance required by this AGREEMENT. CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this AGREEMENT, which shall continue in full force and effect.
- 8.4.5 CONTRACTOR shall at all times during the term of this AGREEMENT maintain in force the insurance coverage required under this AGREEMENT and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this AGREEMENT, which entitles County, at its sole discretion, to terminate this AGREEMENT immediately.

## **9.0 RECORDS AND CONFIDENTIALITY**

- 9.1 Confidentiality: CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this AGREEMENT, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this AGREEMENT except for the sole purpose of carrying out CONTRACTOR's obligations under this AGREEMENT.
- 9.2 County Records: When this AGREEMENT expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this AGREEMENT.
- 9.3 Maintenance of Records: CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this AGREEMENT.

- 9.4 Access to and Audit of Records: County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of CONTRACTOR and its subcontractors related to services provided under this AGREEMENT. Pursuant to Government Code section 8546.7, if this AGREEMENT involves the expenditure of public funds in excess of \$10,000, the parties to this AGREEMENT may be subject, at the request of County or as part of any audit of County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this AGREEMENT for a period of three years after final payment under the AGREEMENT.

## **10.0 COMPLIANCE WITH APPLICABLE LAWS**

- 10.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws, that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.
- 10.2 CONTRACTOR shall report immediately to County's Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.
- 10.3 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations and guidelines that are in force at the time such documentation is prepared.

## **11.0 NON-DISCRIMINATION**

- 11.1 During the performance of this contract, CONTRACTOR shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sex, or sexual orientation. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code, §12900, et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, §7285.0, et seq.).
- 11.2 The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12900, et seq., set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.

- 11.3 Successful CONTRACTOR shall include the non-discrimination and compliance provisions of the clause in all AGREEMENTs with subcontractors to perform work under the contract.

## **12.0 INDEPENDENT CONTRACTOR**

- 12.1 CONTRACTOR shall be an independent contractor and shall not be an employee of Monterey County, nor immediate family of an employee of County. CONTRACTOR shall be responsible for all insurance (General Liability, Automobile, Workers' Compensation, unemployment, etc.) and all payroll-related taxes. CONTRACTOR shall not be entitled to any employee benefits. CONTRACTOR shall control the manner and means of accomplishing the result contracted for herein.
- 12.2 Non-Assignment: CONTRACTOR shall not assign this contract without the prior written consent of County.

## **13.0 CONFLICT OF INTEREST**

- 13.1 CONTRACTOR covenants that CONTRACTOR, its responsible officers, and its employees having major responsibilities for the performance of work under the AGREEMENT, presently have no interest and during the term of the AGREEMENT will not acquire any interests, direct or indirect, which might conflict in any manner or degree with the performance of CONTRACTOR'S services under the AGREEMENT.

## **14.0 INFORMATION PORTABILITY AND ACCOUNTABILITY ACT— HIPAA COMPLIANCE**

- 14.1 If CONTRACTOR performs any part of this AGREEMENT in or around a facility which involves patient records, CONTRACTOR agrees to operate its business in a manner as necessary to permit County to comply with its obligations under the Health Insurance Portability and Accountability Act of 1996, Subtitle F, Public Law 104-191, relating to the privacy and security of confidential health information, and any final regulations or rules promulgated by the U.S. Department of Health and Human Services thereunder (collectively, the "HIPAA Standards").

## **15.0 FORCE MAJEURE**

- 15.1 "Force Majeure" means any cause beyond the reasonable control of a party, including but not limited to acts of God, civil or military disruption, fire, strike, flood, riot, war, or inability due to the aforementioned causes to obtain necessary labor, materials or facilities.

- 15.2 If any party hereto is delayed or prevented from fulfilling its obligations under this AGREEMENT by Force Majeure, said party will not be liable under this AGREEMENT for said delay or failure, nor for damages or injuries resulting directly from the inability to perform scheduled work due to Force Majeure.
- 15.3 CONTRACTOR shall be granted an automatic extension of time commensurate with any delay in performing scheduled work arising from Force Majeure. CONTRACTOR agrees to resume such work within three (3) days after the Force Majeure has subsided enough to do so.

## **16.0 RIGHTS AND REMEDIES OF THE COUNTY FOR DEFAULT**

- 16.1 In the case of default by CONTRACTOR, County may procure the articles or services from other sources and may recover the loss occasioned thereby from any unpaid balance due to CONTRACTOR or by proceeding against any performance bond of CONTRACTOR, if any, or by suit against CONTRACTOR. The prices paid by County shall be considered the prevailing market price at the time such purchase(s) may be made. Inspections of deliveries or offers for deliveries that do not meet specifications shall be made at the expense of CONTRACTOR.

## **17.0 NOTICES**

- 17.1 Notices required to be given to the respective parties under this AGREEMENT shall be deemed given by any of the following means: (1) when personally delivered to County's contract administrator or to CONTRACTOR'S responsible officer; (2) when personally delivered to the party's principle place of business during normal business hours, by leaving notice with any person apparently in charge of the office and advising such person of the import and contents of the notice; (3) 24 hours after the notice is transmitted by FAX machine to the other party, at the party's FAX number specified pursuant to this AGREEMENT, provided that the party giving notice by FAX must promptly confirm receipt of the FAX by telephone to the receiving party's office; or, (4) three (3) days after the notice is deposited in the U. S. mail with first class or better postage fully prepaid, addressed to the party as indicated below.

Notices mailed or faxed to the parties shall be addressed as follows:

TO COUNTY:

Contracts/Purchasing Officer  
County of Monterey, Contracts/Purchasing  
168 W. Alisal Street, 3rd Floor.  
Salinas, CA 93901-2439  
Tel. No.: (831) 755-4990  
FAX No.: (831) 755-4969  
[DerrM@co.monterey.ca.us](mailto:DerrM@co.monterey.ca.us)

TO CONTRACTOR:

Name *Ellen Wrona/Armstrong Productions, Inc*  
Address *9782 Trefoil Pl.*  
*Salinas CA 93907*  
Tel. No. *831-809-7811*  
FAX No. *831-633-1819*  
Email *ArmstrongProductions@Razzalink.com*

And

Maia Carroll, Programming Coordinator  
168 W. Alisal St., 3<sup>rd</sup> Floor  
Salinas, CA 93901  
Tel No. (831) 796-3092  
[carrollm@co.monterey.ca.us](mailto:carrollm@co.monterey.ca.us)

**18.0 LEGAL DISPUTES**

- 18.1 CONTRACTOR agrees that this AGREEMENT, and any dispute arising from the relationship between the parties to this AGREEMENT, shall be governed and interpreted by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.
- 18.2 Any dispute that arises under or relates to this AGREEMENT (whether contract, tort, or both) shall be resolved in the Superior Court of California in Monterey County, California.
- 18.3 In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.
- 18.4 CONTRACTOR shall continue to perform under this AGREEMENT during any dispute.
- 18.5 The parties agree to waive their separate rights to a trial by jury. This waiver means that the trial will be before a judge.

\_\_\_\_\_  
*COUNTY Signature*

\_\_\_\_\_  
*Printed Name*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Date*

  
*CONTRACTOR Signature*

Ellen Wrona  
*Printed Name*

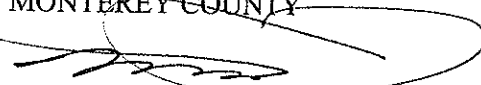
President  
*Title*

3/28/11  
*Date*



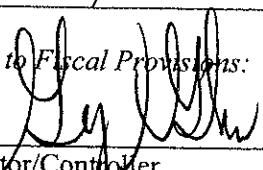
IN WITNESS WHEREOF, the County and CONTRACTOR execute this AGREEMENT as follows:

MONTEREY COUNTY

  
Contracts/Purchasing Officer

Dated: 4-5-11

Approved as to Fiscal Provisions:

  
Deputy Auditor/Controller

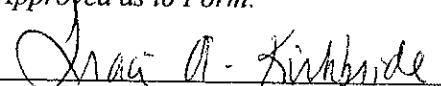
Dated: 4-1-11

Approved as to Liability Provisions:

Risk Management

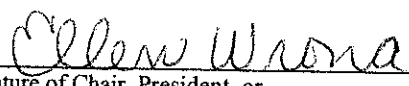
Dated:

Approved as to Form:

  
Deputy County Counsel

Dated: 4/7/11

CONTRACTOR

By:   
Signature of Chair, President, or  
Vice-President

Ellen Wrona  
Printed Name and Title

Dated: 3/28/11

By:  
(Signature of Secretary, Asst. Secretary, CFO,  
Treasurer or Asst. Treasurer)\*

Printed Name and Title

Dated:

\*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

**RFP 10244: ATTACHMENT A - RATE SHEET**

CONTACTOR is required to complete this form and submit it with their proposal.

Service:	Quote in units of:	Pricing: (CONTRACTOR to Fill In)
1. Rate for one ½ hour program per month including pre-production, video recording, editing, graphics and any other finish work required.	Complete cost per each ½ hour program (inclusive of all things necessary to deliver a final product, including 10 DVDs, ready for broadcast and regardless of who facilitates the shoot).	\$3,000
2. Rate or Finished Minute Rate for additional Recording Services	Hourly Rate for video recording or editing or Finished Minute Rate per program. Rates shall be inclusive of all resources and equipment required.	\$100/finished min. \$100/hour or as quoted
3. Rate for additional editing (two edit sessions are already included as part of the regular program cost)	Per each half hour program.	\$100/hour \$1500/show or as quoted
4. Field producer rate to produce programming outside of Board of Supervisor's Chambers	Per hour.	\$0 (Included with hourly rate)
Rate for 2-3 camera field shoot of public meetings outside of Board of Supervisor's Chambers	Per hour.	\$200-300/hour
Cost for additional DVD Duplication	Per each DVD – to include pick up and delivery of DVD.	\$15 each Quantity Discount Available
Cost for Expedited DVD Duplication (within 24 hours)	Per DVD – to include pick up and delivery of DVD. See	\$25 each Quantity Discount Available
Rate for Translation of Programs from English to Spanish	Per each half hour program.	Not available at this time

	(Include any other Service costs foreseen or proposed which are not listed here)		
	<b>Other Fees:</b>	<b>Quote in units of:</b>	<b>Pricing: (CONTRACTOR to Fill In)</b>
1.	Studio Rental- Include recording, lighting, props and conditions of use.	<u>Per hour.</u>	TBD -- see below
2.	Studio Rental- Include recording, lighting, props and conditions of use.	<u>Per day.</u>	TBD -- see below

**RF 10244: ATTACHMENT A - RATE SHEET**

CONTRACTOR is required to complete this form and submit it with their proposal.

**More details regarding studio use:**

Armstrong Productions, Inc. is in early negotiations to purchase and refurbish a video production facility on Main Street in Old Town, Salinas. As a priority client, Monterey County will be given full access to these facilities as needed and at a discounted cost based upon frequency of use. The studio will be equipped with multiple cameras, live switching capability, individual microphone system, and a variety of furnishings and backdrops. Estimated date of completion has not yet been determined. (See Section 3 for more details)

# PROGRAM REQUEST FORM

Requested by: \_\_\_\_\_

Date: \_\_\_\_\_

Deadline of project: \_\_\_\_\_

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## Contact Info

County Dept. or Agency: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Contact #: \_\_\_\_\_ Email: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Contact #: \_\_\_\_\_ Email: \_\_\_\_\_

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## Location

Locations: \_\_\_\_\_

Estimated field shooting time \_\_\_\_\_ Crew/#People Needed: \_\_\_\_\_

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## Summary

Show Title: \_\_\_\_\_

Show Subject: \_\_\_\_\_

Show Type: \_\_\_\_\_ Show Length: \_\_\_\_\_

Producer: \_\_\_\_\_ Production Meeting Needed: \_\_\_\_\_

Audio Needs: \_\_\_\_\_ Lighting Needs: \_\_\_\_\_ Script: \_\_\_\_\_

Post Production Needs: \_\_\_\_\_

Basic Show Outline: \_\_\_\_\_

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## Notes/Additional Needs

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**AMENDMENT # 1 TO AGREEMENT #A-10244  
BETWEEN  
THE COUNTY OF MONTEREY &  
ARMSTRONG PRODUCTIONS, INC.**

This Amendment # 1 to AGREEMENT No. A-10244 is made and entered into by and between the **County of Monterey**, a political subdivision of the State of California, hereinafter referred to as "**COUNTY**", and **Armstrong Productions, Inc.** hereinafter referred to as "**CONTRACTOR**".

WHEREAS, on October 7, 2010 the County of Monterey released a Request for Proposal (RFP) #10245 for the provision of programming and production services;

WHEREAS, on or about April 5, 2011 the County and CONTRACTOR entered into an AGREEMENT for the period of April 1, 2011 through June 30, 2014;

WHEREAS, County and CONTRACTOR wish to amend the AGREEMENT to extend the term and increase the total amount of the Agreement to compensate the CONTRACTOR for the extension of the term of to the AGREEMENT and the continued provision of programming and production services; and

NOW THEREFORE, COUNTY and CONTRACTOR hereby agree to amend AGREEMENT #A-10244 as follows:

1. **Section 3.1, under "TERM OF AGREEMENT."** shall be removed and replaced with, "The term of the AGREEMENT will begin April 1, 2011 and remain active through and including June 30, 2016 with the option to extend the AGREEMENT for one additional two year period.
2. **Section 4.1, "COMPENSATION AND PAYMENTS"** shall be removed and replaced with, "It is mutually understood and agreed by both parties that CONTRACTOR shall be compensated under this AGREEMENT in accordance with ATTACHMENT A – RATE SHEET attached hereto. The total amount of this AGREEMENT shall not exceed **\$156,000.**
3. A copy of this AMENDMENT No. 1 shall be attached to the original AGREEMENT #A-10244 dated April 5, 2011.

IN WITNESS WHEREOF, the parties have executed the AMENDMENT No. 1 to AGREEMENT #A-10244 as of the date set forth below their respective signatures.

COUNTY OF MONTEREY

*Debra Bayard*

Debra Bayard, MS

Contracts/Purchasing Officer  
County of Monterey

Dated: 6/24/14

Approved as to Fiscal Provisions:

*[Signature]*

Deputy Auditor/Controller

Dated: 6-22-14

Approved as to Form:

*[Signature]*

Deputy County Counsel

Dated: 6-23-14

Armstrong Productions, Inc.

By: *Ellen Wrona*

Signature of Chair, President, or Vice-President

Ellen Wrona, President

Printed Name and Title

Dated: 4/7/14

By: *Ellen Wrona*

(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)\*

Ellen Wrona, Secretary

Printed Name and Title

Dated: 4/7/14