

**COUNTY OF MONTEREY STANDARD AGREEMENT  
(MORE THAN \$100,000)**

This Agreement is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:  
Armstrong Productions Inc.  
(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION.

- 1.01 The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in Exhibit A in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:  
Provide Video Production Services

2.0 PAYMENT PROVISIONS.

- 2.01 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$ 145,000.

3.0 TERM OF AGREEMENT.

- 3.01 The term of this Agreement is from November 14, 2017 to June 30, 2020, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs this Agreement.
- 3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS.

- 4.01 The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

Exhibit B: Armstrong Production Rate Sheet

Exhibit C: Copyright and Ownership

Exhibit D: Emergency Production

Exhibit E: Production Requirements

Exhibit F: Workers' Compensation Statement

## 5.0 PERFORMANCE STANDARDS.

- 5.01 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.
- 5.02 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.
- 5.03 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.

## 6.0 PAYMENT CONDITIONS.

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement, and 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.

## 7.0 TERMINATION.

- 7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

- 7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.
- 7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

## 8.0 INDEMNIFICATION.

- 8.01 CONTRACTOR shall indemnify, defend, and hold harmless the 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 the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

## 9.0 INSURANCE REQUIREMENTS.

- 9.01 Evidence of Coverage:  
Prior to commencement of this Agreement, the 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, the Contractor upon request shall provide a certified copy of the policy or policies.

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

- 9.02 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 the County's Purchasing Manager.

- 9.03 **Insurance Coverage Requirements:** 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:

**Commercial General Liability Insurance,** including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form 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.

*(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

**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.

*(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

**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.

*(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

**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, the 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.

*(Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

9.04 Other Requirements:

All insurance required by this Agreement shall be with a company acceptable to the 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.

Each liability policy shall provide that the 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.

**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 the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the 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.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The 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.

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.

## 10.0 RECORDS AND CONFIDENTIALITY.

- 10.01 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.
- 10.02 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.
- 10.03 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. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.04 Access to and Audit of Records. The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the 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 the County or as part of any audit of the 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.
- 10.05 Royalties and Inventions. County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

## 11.0 NON-DISCRIMINATION.

- 11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal,

state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

**12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS.**

12.01 If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

**13.0 INDEPENDENT CONTRACTOR.**

13.01 In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

**14.0 NOTICES.**

14.01 Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

<b>FOR COUNTY:</b>	<b>FOR CONTRACTOR:</b>
Maia Carroll, Communications Coordinator	Ellen Wrona, President
Name and Title	Name and Title
168 W. Alisal Street, 3rd Floor Salinas, CA 93901	Armstrong Productions, Inc. 210 Capitol Street Suite #10 Salinas, CA 93901
Address	Address
831-796-3092	831-809-7811
Phone	Phone

## 15.0 MISCELLANEOUS PROVISIONS.

- 15.01 Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.
- 15.02 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 15.03 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 15.04 Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 15.05 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.06 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 15.07 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 15.08 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- 15.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 15.12 Non-exclusive Agreement. This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.



- 15.13 Construction of Agreement. The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 15.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 15.15 Authority. Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 15.16 Integration. This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 15.17 Interpretation of Conflicting Provisions. 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.

-----*This section left blank intentionally*-----

16.0 SIGNATURE PAGE.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

**COUNTY OF MONTEREY**

**CONTRACTOR**

By: \_\_\_\_\_  
Contracts/Purchasing Officer

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

By: \_\_\_\_\_  
Department Head (if applicable)

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

By: \_\_\_\_\_  
Board of Supervisors (if applicable)

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

Approved as to Form<sup>1</sup>  
By: *Rabecard Durcova*  
County Counsel

Date: Nov 1, 2017

Approved as to Fiscal Provisions<sup>2</sup>  
By: *[Signature]*  
Auditor/Controller

Date: 12/17

Approved as to Liability Provisions<sup>3</sup>  
By: \_\_\_\_\_  
Risk Management

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

Armstrong Productions, Inc.  
Contractor's Business Name\*

By: *Ellen Wrona*  
(Signature of Chair, President, or Vice-President)\*

Ellen Wrona President  
Name and Title

Date: 10/31/17

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

Ellen Wrona, Secretary  
Name and Title

Date: 10/31/17

County Board of Supervisors' Agreement Number: \_\_\_\_\_, approved on (date): \_\_\_\_\_

\*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.

<sup>1</sup>Approval by County Counsel is required

<sup>2</sup>Approval by Auditor-Controller is required

<sup>3</sup>Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

**EXHIBIT A**  
**SCOPE OF SERVICES/PAYMENT PROVISIONS**

**I. Service Delivery Sites**

The service delivery sites for Video Production Services are:

- A. 168 W. Alisal Street, Salinas CA 93901 to coordinate with Program Coordinator
- B. Any location in the County as needed to fulfill video production needs

**II. Scope of Services**

- A. CONTRACTOR shall provide video production services for the Monterey County Government Channel.
- B. CONTRACTOR will produce shows on topics of County's choice and deliver to the County Programming Coordinator for broadcast on the Monterey County Government Channel. Video Production Services are on an as-needed basis. All services will be requested by County and at the rates specified in Rate Sheet Attachment, exhibit B.
- C. Video production services may include but are not limited to: pre-production and location scouting, set design consultation, location taping, editing, graphics, music and all other elements necessary to complete a program. CONTRACTOR shall also provide ongoing creative and technical consultation for requested programs and for program development as part of this AGREEMENT.
- D. CONTRACTOR shall provide duplicates of completed programs to Program Coordinator, up to 10 copies as requested in either DVD or electronic format.

**III. Term of the Agreement**

The Term of this Agreement shall be from November 7, 2017 through June 30, 2020 unless sooner terminated pursuant to the terms of this Agreement.

**IV. Payment Provisions**

For services described in this Agreement, the maximum obligation of the County will be **\$145,000**. Billing for programming is based on program length as noted in Rate Sheet Attachment, exhibit B. The sum total of all billing will not exceed the maximum amount of **\$145,000** and the specified yearly amounts unless this Agreement is amended in writing.

Maximum Annual Liability for this Agreement:

<b>Fiscal Year</b>	<b>Amount</b>
November 7, 2017 to June 30, 2018	\$45,000
July 1, 2018 to June 30, 2019	\$50,000
July 1, 2019 to June 30, 2020	\$50,000

If for any reason this Agreement is cancelled, County's maximum liability shall be its total utilization to the date of cancellation, not to exceed the maximum amount listed above.

**V. Invoices shall be sent electronically or by mail to:**

Maia Carroll, County Program Coordinator  
County of Monterey  
168 W. Alisal Street, 3<sup>rd</sup> Floor  
Salinas, CA 93901

[carrollm@co.monterey.ca.us](mailto:carrollm@co.monterey.ca.us)

# Exhibit B

## Armstrong Productions Production Services Rate Sheet

November 7, 2017

### Production Services

All-inclusive for single camera location or studio taping, editing, music, graphics, travel within Monterey County, and editing review with changes. Productions also include an archive DVD and/or Flash Drive, upload to MGTV, YouTube, Granicus, and the County Website as requested.

20-30 minute program	\$4,250.00
10-19 minute program	\$2,600.00
3-9 minute program	\$1,800.00
Under 3 minutes	\$750-\$1,800 as quoted

A pre-production meeting for each project is required to confirm a quote for each project.

### Duplication Costs:

Armstrong Productions will provide copies of programs created for the Monterey County Government Channel as noted in Exhibit A Scope of Services.

Additional copies of programs will be provided at a cost of:

- \$20 per flash drive
- \$5 per DVD

## **EXHIBIT C**

### **MONTEREY COUNTY GOVERNMENT CHANNEL COPYRIGHT AND OWNERSHIP**

#### **Copyright**

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

#### **Ownership**

Any and all materials created, produced and/or acquired locally for the Government Channel shall be and are the property of County. Any such materials remaining in the hands of CONTRACTOR 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 or SUBCONTRACTOR shall replace them at its own expense.

#### **Raw Footage from County Productions**

Raw footage from Monterey County Government Channel productions shall be preserved by the CONTRACTOR until it can be archived by the County on a county-owned separate hard drive for safekeeping.

#### **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.

#### **Branding**

Any programming funded and produced by CONTRACTOR for the County must contain the official County Seal and copyright language as specified by the County Programming Coordinator.

**Exhibit D**

**MONTEREY COUNTY GOVERNMENT CHANNEL EMERGENCY VIDEO PRODUCTION**

**Emergency Productions**

In situations where there is a need for urgent government programming, or if an emergency arises, CONTRACTOR shall be available to provide production services with short notice and agrees to expedite the production process. 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 set forth in EXHIBIT B without enhancement or increase.

## EXHIBIT E

### MONTEREY COUNTY GOVERNMENT CHANNEL VIDEO PRODUCTION SERVICES REQUIREMENTS

#### **Program Production**

CONTRACTOR will collaborate with the County Programming Coordinator to track and meet program turnaround time requirements.

Prior to a scheduled shoot date, County shall submit to CONTRACTOR a Program Request Form which summarizes the program request in writing. The form shall be subject to changes and additions which shall be mutually agreed upon in writing. Changes and additions may be submitted by County to Contractor within 24 hours prior to shoot date when an emergency such as cancellation necessitates.

CONTRACTOR may act as the field producer during assigned shoots for programs if assigned by the County Programming Coordinator.

For each half-hour program, a 30 second promo about the completed program shall be provided to County by the CONTRACTOR.

#### **Production Timeline**

CONTRACTOR shall be responsible for delivery, in DVD or digital form, of a 'first draft' video program to the County Programming Coordinator at a specified and agreed upon time, but generally within 2 weeks of completion of field shooting. On receipt, County will review the draft program within 7-14 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 an agreed upon timeframe, but generally within 7 business days.

Exceptions to these times can be made by agreement in writing by both parties. No more than 2 edit sessions to a program. Finished program can be hand delivered or mailed. CONTRACTOR is responsible for ensuring a delivery receipt if a 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

All programming will meet general industry recording standards and shall 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.



Programs created for the government channel paid for using Public, Education and Government (PEG) Channel funds shall include a statement acknowledging funding support from County. Programs paid for from other sources may require similar acknowledgements. Any such requirement for acknowledgment shall be conveyed to CONTRACTOR by County in advance of the program deadline for delivery.

**Equipment**

Any equipment purchased by County for the purpose of production, editing, storing and/or duplicating government channel materials which may be utilized by CONTRACTOR shall remain the property of County.

**Copies, Duplication**

For each half hour program, copies of the program shall be provided to the Programming Coordinator, 10 DVD copies or one electronic (flash drive) copy. CONTRACTOR shall duplicate additional copies of government channel programming if requested by County at the costs shown on CONTRACTOR Rate Sheet.

## **Exhibit F**

### **Workers' Compensation Insurance Statement**

The Contractor (Armstrong Productions) represents to the County that it does not have employees. In reliance thereon, County does not require Contractor to have proof of workers' compensation insurance, at this time. However, should the Contractor hire employees during the term of this agreement, then Contractor must have proper workers' compensation insurance, required by the State of California and as set forth in the attached AGREEMENT.

10 Other forms and endorsements issued to be a part of the Policy. This insurance is provided by the stock  
BE insurance company of The Hartford Insurance Group shown below.

SBA

**INSURER:** SENTINEL INSURANCE COMPANY, LIMITED  
ONE HARTFORD PLAZA, HARTFORD, CT 06155  
COMPANY CODE: A

**Policy Number:** 57 SBA BE1603 DX



**SPECTRUM POLICY DECLARATIONS**

ORIGINAL

**Named Insured and Mailing Address:** ELLEN WRONA  
(No., Street, Town, State, Zip Code) DBA ARMSTRONG PRODUCTIONS  
210 CAPITOL STREET STE 10  
SALINAS CA 93901

**Policy Period:** From 11/07/17 To 11/07/18 1 YEAR  
12:01 a.m., Standard time at your mailing address shown above. **Exception:** 12 noon in New Hampshire.

**Name of Agent/Broker:** LEVITT CTRL COAST INS SVCS INC/PHS  
**Code:** 151545

**Previous Policy Number:** 57 SBA BE1603

**Named Insured is:** INDIVIDUAL

**Audit Period:** NON-AUDITABLE

**Type of Property Coverage:** SPECIAL

**Insurance Provided:** In return for the payment of the premium and subject to all of the terms of this policy, we agree with you to provide insurance as stated in this policy.

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**TOTAL ANNUAL PREMIUM IS:** \$711

*Suean F. Castaneda*

Countersigned by

Authorized Representative

08/24/17  
Date

03747  
\*1100257BE16030118



**SPECTRUM POLICY DECLARATIONS (Continued)**

**POLICY NUMBER:** 57 SBA BE1603

Location(s), Building(s), Business of Named Insured and Schedule of Coverages for Premises as designated by Number below.

**Location:** 001      **Building:** 001

210 CAPITOL STREET STE 10  
SALINAS                      CA 93901

**Description of Business:**  
Videography Services

**Deductible:** \$ 500 PER OCCURRENCE

**BUILDING AND BUSINESS PERSONAL PROPERTY LIMITS OF INSURANCE**

**BUILDING**

NO COVERAGE

**BUSINESS PERSONAL PROPERTY**

**REPLACEMENT COST**                      \$ 62,500

**PERSONAL PROPERTY OF OTHERS**

**REPLACEMENT COST**                      NO COVERAGE

**MONEY AND SECURITIES**

**INSIDE THE PREMISES**                      \$ 10,000  
**OUTSIDE THE PREMISES**                      \$ 5,000

**BUSINESS LIABILITY**

**LIMITS OF INSURANCE**

LIABILITY AND MEDICAL EXPENSES	\$1,000,000
MEDICAL EXPENSES - ANY ONE PERSON	\$ 10,000
PERSONAL AND ADVERTISING INJURY	\$1,000,000
DAMAGES TO PREMISES RENTED TO YOU ANY ONE PREMISES	\$1,000,000
AGGREGATE LIMITS	
PRODUCTS-COMPLETED OPERATIONS	\$2,000,000
GENERAL AGGREGATE	\$2,000,000

**BUSINESS LIABILITY OPTIONAL  
COVERAGES**

**UNMANNED AIRCRAFT LIABILITY  
FORM: SS 42 06**

\*1100257BE16030118 03749



**SPECTRUM POLICY DECLARATIONS (Continued)**

**POLICY NUMBER: 57 SBA BE1603**

**ADDITIONAL INSURED: THE FOLLOWING ARE ADDITIONAL INSURED FOR BUSINESS  
LIABILITY COVERAGE IN THIS POLICY.**

**LOCATION 001 BUILDING 001**  
**TYPE PERSON ORGANIZATION**  
**NAME SEE FORM IH 12 00**



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

ADDITIONAL INSURED - PERSON-ORGANIZATION

THE COUNTY OF MONTEREY  
IT'S AGENTS, OFFICERS AND EMPLOYEES.  
PO BOX 1268  
SALINAS, CA 93902

\*1100257BE16030118 03760





# CERTIFICATE OF INSURANCE

**SUCH INSURANCE AS RESPECTS THE INTEREST OF THE CERTIFICATE HOLDER NAMED BELOW WILL NOT BE CANCELED OR OTHERWISE TERMINATED WITHOUT GIVING 10 DAYS PRIOR WRITTEN NOTICE TO THE CERTIFICATE HOLDER, BUT IN NO EVENT SHALL THIS CERTIFICATE BE VALID MORE THAN 30 DAYS FROM THE DATE WRITTEN. THIS CERTIFICATE OF INSURANCE DOES NOT CHANGE THE COVERAGE PROVIDED BY ANY POLICY DESCRIBED BELOW.**

- This certifies that:
- STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY of Bloomington, Illinois
  - STATE FARM FIRE AND CASUALTY COMPANY of Bloomington, Illinois
  - STATE FARM COUNTY MUTUAL INSURANCE COMPANY OF TEXAS of Dallas, Texas
  - STATE FARM INDEMNITY COMPANY of Bloomington, Illinois, or
  - STATE FARM GUARANTY INSURANCE COMPANY of Bloomington, Illinois

has coverage in force for the following Named Insured as shown below:

NAMED INSURED: WRONA, JAMES R & LYNN							
ADDRESS OF NAMED INSURED: 9782 TREFOIL PL SALINAS CA 93907-1036							
POLICY NUMBER	028 6128-E14-05F						
EFFECTIVE DATE OF POLICY	6/1/17-5/31/18						
DESCRIPTION OF VEHICLE (Including VIN)	01 NISSAN KING CAB PICKUP 1N6DD26S41C356040						
LIABILITY COVERAGE	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
LIMITS OF LIABILITY							
a. Bodily Injury							
Each Person	1,000,000						
Each Accident	1,000,000						
b. Property Damage							
Each Accident	1,000,000						
c. Bodily Injury & Property Damage Single Limit							
Each Accident							
PHYSICAL DAMAGE COVERAGES							
a. Comprehensive	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO \$ 500 Deductible	<input type="checkbox"/> YES <input type="checkbox"/> NO \$ Deductible	<input type="checkbox"/> YES <input type="checkbox"/> NO \$ Deductible	<input type="checkbox"/> YES <input type="checkbox"/> NO \$ Deductible	<input type="checkbox"/> YES <input type="checkbox"/> NO \$ Deductible	<input type="checkbox"/> YES <input type="checkbox"/> NO \$ Deductible	<input type="checkbox"/> YES <input type="checkbox"/> NO \$ Deductible
b. Collision	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO \$ 500 Deductible	<input type="checkbox"/> YES <input type="checkbox"/> NO \$ Deductible	<input type="checkbox"/> YES <input type="checkbox"/> NO \$ Deductible	<input type="checkbox"/> YES <input type="checkbox"/> NO \$ Deductible	<input type="checkbox"/> YES <input type="checkbox"/> NO \$ Deductible	<input type="checkbox"/> YES <input type="checkbox"/> NO \$ Deductible	<input type="checkbox"/> YES <input type="checkbox"/> NO \$ Deductible
EMPLOYERS NON-OWNED CAR LIABILITY COVERAGE	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
HIRED CAR LIABILITY COVERAGE	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
FLEET - COVERAGE FOR ALL OWNED AND LICENSED MOTOR VEHICLES	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO

Signature of Authorized Representative	Agent Staff	05/3221	10/18/17
	Title	Agent's Code Number	Date

Name and Address of Certificate Holder The County of Monterey, its agents, officers 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 the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the Contractor's insurance	Name and Address of Agent Justin Hambly 9016 Soquel Dr Aptos, CA 95003
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