

**RENEWAL AND AMENDMENT #3
TO AGREEMENT BY AND BETWEEN
COUNTY OF MONTEREY & ARMSTRONG PRODUCTIONS, INC.**

THIS AMENDMENT is made to the PROFESSIONAL SERVICES AGREEMENT for the provision of Broadcast Operator Services by and between Armstrong Productions, Inc., hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County."

WHEREAS, the County and CONTRACTOR entered into this AGREEMENT originally for a term of April 1, 2011 through June 30, 2014 with a "not to exceed" total compensation of \$117,500 and a flat rate of \$3,000 per month; and

WHEREAS, the County and CONTRACTOR entered into Amendment #1 to this Agreement on or about August 29, 2013, in order to extend the term of the AGREEMENT to February 28, 2016 and to increase the total "not to exceed" compensation to \$189,000; and

WHEREAS, the County and CONTRACTOR entered into Amendment #2 to this Agreement on or about February 29, 2016, in order to extend the term of the AGREEMENT to April 30, 2016 and to increase the total "not to exceed" compensation to \$195,000; and

WHEREAS, the Agreement expired on May 1, 2016; and

WHEREAS, the County and CONTRACTOR desire to renew and amend the AGREEMENT; and

WHEREAS, the County and CONTRACTOR wish to further amend the AGREEMENT to reflect the County's exercise of the option to extend the AGREEMENT until June 30, 2017, in order to have time to solicit possible other vendors pursuant to an RFP; and

WHEREAS, the County and CONTRACTOR acknowledge that CONTRACTOR has not increased its billing rate for the past five years, and wish to increase the billing rate commencing with the period beginning May 1, 2016.

NOW THEREFORE, the County and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. The AGREEMENT is renewed and amended retroactively to April 30, 2016, and all of its provisions shall be deemed to have been in effect continuously since that time.
2. **Section 2.1, "TERM OF AGREEMENT,"** shall be amended by removing "The term of this Agreement is from March 1, 2011 to April 30, 2016, unless sooner terminated pursuant to the terms of this Agreement", and replacing it with "The term of this Agreement is from March 1, 2011 to June 30, 2017, unless sooner terminated pursuant to the terms of this Agreement."
3. **Section 3.1 of the AGREEMENT**, under "COMPENSATION AND PAYMENTS" shall be amended by removing "The total amount of this AGREEMENT shall not exceed \$195,000" and replacing it with "The total amount of this AGREEMENT shall not exceed \$255,000."

4. CONTRACTOR has provided an updated Attachment A Rate Sheet as provided for in Section 3.1 for "Additional services which may be rendered upon request by the County." A copy of the rate sheet "Armstrong Attachment A Rate Sheet Update May 1, 2016" shall be attached to AMENDMENT #3.
5. **Exhibit A at Section B.1** shall be amended by replacing the existing language with the following:

County shall pay an amount not to exceed \$255,000 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

For the months from April, 2011 to April 2016, CONTRACTOR shall be paid at the flat rate of \$3,000 per month.

For the months of May and June, 2016, CONTRACTOR shall be paid at the flat rate of \$4,000 per month.

For the fiscal year beginning July 1, 2016 through June 30, 2017, CONTRACTOR shall be paid at the flat rate of \$4,280 per month.

Pricing as per this Agreement is inclusive of all applicable taxes.

CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

6. Except as provided herein and previously amended, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT #3 and shall continue in full force and effect as set forth in the AGREEMENT.
7. A copy of this AMENDMENT shall be attached to the original AGREEMENT dated March 9, 2011, AMENDMENT #1, dated August 29, 2013, and AMENDMENT #2, dated February 29, 2016.

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IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

MONTEREY COUNTY

Contracts/Purchasing Officer

Dated: _____

Approved as to Fiscal Provisions:

Deputy Auditor/Controller

Dated: _____

Approved as to Liability Provisions:

Risk Management

Dated: _____

Approved as to Form:

Deputy County Counsel

Dated: _____

CONTRACTOR

By: Ellen Wrona

Signature of Chair, President, or
Vice-President

Ellen Wrona, President

Printed Name and Title

Dated: 5/2/16

By: Ellen Wrona

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

Ellen Wrona, Secretary

Printed Name and Title

Dated: 5/2/16

*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 10245: ATTACHMENT A - RATE SHEET Updated May 1, 2016

	Service:	Quote in units of:	Pricing:
1.	Operating and recording services rate for events exceeding or not included in 1.0 Scope of Service 1.2.1 total # of meetings to be recorded	Per Hour	\$500/ half day (8am - noon or 1pm - 5pm. \$800/ full day. Meetings that span lunch hour will be charged the full-day rate. Meetings after 5pm will incur 25% overtime fee
2.	Rate for creating one DVD per meeting as required	Per each DVD duplicated	No charge(included in above rates
3.	Cost for additional DVD duplications	Per each DVD duplicated	No charge for single copies for county employees when used for business purposes. \$15 per DVD for other requests. Quote given for large quantities.
4.	Cost for Expedited DVD duplication (within 24 hours)	Per each DVD duplicated	\$30 per DVD

AMENDMENT #2 TO AGREEMENT BY AND BETWEEN COUNTY OF MONTEREY & ARMSTRONG PRODUCTIONS

THIS AMENDMENT is made to the PROFESSIONAL SERVICES AGREEMENT for the provision of Broadcast Operator Services by and between Armstrong Productions, Inc., hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County."

WHEREAS, the County and CONTRACTOR entered into this AGREEMENT originally for a term of April 1, 2011 through June 30, 2014 with a "not to exceed" total compensation of \$117,500 and a flat rate of \$3,000 per month; and

WHEREAS, the County and CONTRACTOR entered into Amendment #1 to this Agreement on or about August 29, 2013, in order to extend the term of the AGREEMENT to February 28, 2016 and to increase the total "not to exceed" compensation to \$189,000; and

WHEREAS, the County and CONTRACTOR wish to further amend the AGREEMENT to reflect the County's exercise of the option to extend the AGREEMENT until April 30, 2016 and to increase the total "not to exceed" compensation by \$6,000, at the existing rate of \$3,000 per month.

NOW THEREFORE, the County and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. **Section 2.1, "TERM OF AGREEMENT,"** shall be amended by removing "The term of this Agreement is from March 1, 2011 to February 28, 2016, unless sooner terminated pursuant to the terms of this Agreement", and replacing it with "The term of this Agreement is from March 1, 2011 to April 30, 2016, unless sooner terminated pursuant to the terms of this Agreement."
2. **Section 3.1 of the AGREEMENT**, under "COMPENSATION AND PAYMENTS" shall be amended by removing "The total amount of this AGREEMENT shall not exceed \$189,000" and replacing it with "The total amount of this AGREEMENT shall not exceed \$195,000."
3. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.
4. A copy of this AMENDMENT shall be attached to the original AGREEMENT dated March 9, 2011 and AMENDMENT #1, dated August 29, 2013.

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IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

MONTEREY COUNTY


Contracts/Purchasing Officer

Dated: 2/29/16

Approved as to Fiscal Provisions:


Deputy Auditor/Controller


Dated: 2-25-19

Approved as to Liability Provisions:

Risk Management


Dated: _____

Approved as to Form:


Deputy County Counsel

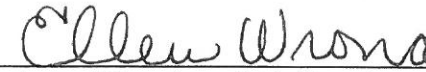
Dated: 2/25/16

CONTRACTOR

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

Ellen Wrona, President
Printed Name and Title

Dated: 2/24/16

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

Ellen Wrona, Secretary
Printed Name and Title

Dated: 2/24/16

*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.

**AMENDMENT # 1 TO AGREEMENT #A-11942
BETWEEN
THE COUNTY OF MONTEREY &
ARMSTRONG PRODUCTIONS, INC.**

This Amendment # 1 to AGREEMENT No. A-11942 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 November 22, 2010 the County of Monterey released a Request for Proposal (RFP) #10245 for the provision of Media Room Operator Services;

WHEREAS, on March 1, 2011 the County Board of Supervisors approved the AGREEMENT between the County of Monterey and CONTRACTOR;

WHEREAS, on or about March 9, 2011 the County and CONTRACTOR entered into an AGREEMENT for the period of March 1, 2011 through February 28, 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

NOW THEREFORE, COUNTY and CONTRACTOR hereby agree to amend AGREEMENT #A-11942 as follows:

1. Section 2.1, "TERM OF AGREEMENT," shall be removed and replaced with, "The term of the Agreement is from March 1, 2011 to February 29, 2016 unless sooner terminated pursuant to the terms of this Agreement.
2. Section 3.1, "COMPENSATION AND PAYMENTS" shall be amended to read, "It is mutually understood and agreed by both parties that CONTRACTOR shall be compensated under this AGREEMENT in the flat rate amount of \$3,000.00 monthly to perform services described in Section 1, Scope of Work, herein for 96 meetings annually. Additional services which may be rendered upon request by County shall be billed as per Attachment A Rate Sheet attached hereto. The total amount of this AGREEMENT shall not exceed ~~\$117,000.00~~ \$189,000.
3. A copy of this AMENDMENT No. 1 shall be attached to the original AGREEMENT #A-11942 dated March 9, 2011.

IN WITNESS WHEREOF, the parties have executed the AMENDMENT No. 1 to AGREEMENT #A-11942 as of the date set forth below their respective signatures.

COUNTY OF MONTEREY


Debra Bayard, MS
Deputy Purchasing Agent
County of Monterey

Contracts/Purchasing Officer

Dated: 8/29/13

Approved as to Fiscal Provisions:



Deputy Auditor/Controller

Dated:

8-28-13

Approved as to Form:



Deputy County Counsel

Dated: 8-27-13

Armstrong Productions, Inc.

By: Ellen Wrona

Signature of Chair, President, or
Vice-President

Ellen Wrona, President
Printed Name and Title

Dated: 8/22/13

By: Ellen Wrona

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

Ellen Wrona, CFO
Printed Name and Title

Dated: 8/26/13

AGREEMENT BETWEEN COUNTY OF MONTEREY AND CONTRACTOR

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

- A. WHEREAS, County has invited proposals through the Request for Proposals (RFP) # 10245 for Media Room Operator Services in accordance with the specifications set forth in this AGREEMENT; and
- B. WHEREAS, CONTRACTOR has submitted a responsive and responsible proposal to perform such services; and
- C. WHEREAS, CONTRACTOR has the expertise and capabilities necessary to provide the services requested.
- D. NOW THEREFORE, County and CONTRACTOR, for the consideration hereinafter named, agree as follows:

PERFORMANCE OF THE AGREEMENT

After consideration and evaluation of the CONTRACTOR'S proposal, the County hereby engages CONTRACTOR to provide the services set forth in RFP #10245 and in this AGREEMENT on the terms and conditions contained herein and in RFP # 10245. The intent of this AGREEMENT is to summarize the contractual obligations of the parties. The component parts of this AGREEMENT include the following:

RFP # 10245 dated 11/22/2010, including all attachments and exhibits
CONTRACTOR'S Proposal dated 12/17/2010, in response to RFP # 10245
AGREEMENT
Certificate of Insurance
Additional Insured Endorsements
Insurance Exemption Justification

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, CONTRACTOR'S Proposal, RFP #10245 (with all attachments and exhibits), Certificate of Insurance, and Additional Insured Endorsements.

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.

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.

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.

1.0 SCOPE OF SERVICE

- 1.1 Contractor Minimum Work Performance Percentage: CONTRACTOR shall perform with its own organization contract work amounting to not less than 50 percent of the original total contract price, except that any designated 'Specialty Items' may be performed by subcontract and the amount of any such 'Specialty Items' so performed may be deducted from the original total contract price before computing the amount of work required to be performed by the Contractor with his own organization.
- 1.2 The SCOPE OF WORK includes but is not limited to the following:
- 1.2.1 Meetings: CONTRACTOR or CONTRACTOR's employee shall be physically present to operate Media Room equipment to record (video and audio) 96 meetings annually.
- 1.2.1.1 "Meeting" is defined as "any gathering of a group organization in the County of Monterey Board Chambers.
- 1.2.1.2 Meetings to be recorded shall include but are not limited to those listed in Table 1.2.1.2:

Minimum Meeting to be Recorded:	Approx. # of hours required
Board of Supervisors Meetings held most every Tuesday once per week year-round	8-12 hours
Planning Commission Meetings held every other week on Wednesday	4-9 hours
LAFCO Meetings once per month (day of week subject to vary)	3 hours
Special Meetings (CONTRACTOR can anticipate an	3-8 hours

average of 12 special meetings per year)	
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Table 1.2.1.2

- 1.2.2 Notification of Special Meetings: County shall make reasonable efforts to notify CONTRACTOR of special meetings at least one week in advance.
- 1.2.3 Credits/Debits: Meetings recorded in one calendar year that are not used that year or are released for broadcast in a subsequent calendar year, shall not be credited or debited in any way from the 96 annual recorded meeting requirement per Section 5.2.1 herein.
 - 5.2.3.1 Should County schedule any maintenance or testing sessions in which CONTRACTOR is required to participate in, it shall be scheduled in advance on a mutually agreeable date and that session will be debited from one of the 96 annual meetings.
- 1.2.4 Flexibility Required: There shall be no maximum number of hours or meetings during a given month or period. CONTRACTOR shall be flexible and agree to work for County when given a reasonable amount of advanced notice.
- 1.2.5 Equipment/System Issues: CONTRACTOR shall notify County in writing of any issues affecting the performance of the recording system as soon as the issue is noticed by CONTRACTOR, and shall cooperate with any outside vendors responsible for maintenance and/or repair of the recording system.
- 1.2.6 DVDs: CONTRACTOR shall copy the video recording of each meeting onto 1 DVD which shall remain in the Media Room for County archiving. Labels shall be printed and adhered to each DVD by CONTRACTOR and all DVDs shall be encased in a hard jewel case. Assuming that the creation of DVDs is to be performed in the Media Room using the recording system, CONTRACTOR shall be expected to leave the completed DVDs in the Media Room on the same day the meeting was recorded unless otherwise requested by County;
 - 1.2.6.1 CONTRACTOR shall make additional DVD copies upon request from County and at the additional charge per ATTACHMENT A RATE SHEET attached hereto. If DVD duplication is performed outside of the Media Room, copies shall be delivered to County within five business days. In urgent situations CONTRACTOR shall be required to deliver the DVD copies to County within 24 hours;
 - 1.2.6.2 CONTRACTOR shall provide all DVD discs to record onto, hard plastic cases for each DVD, and the paper for the label maker;
 - 1.2.6.3 County shall provide the equipment used to create DVDs and their labels (as per EXHIBIT 1: Microboards DVD Copywriter plus an HP DVD label printer are located in the Media Room).

1.3 COPYRIGHT AND OWNERSHIP

- 1.3.1 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 and may use the recorded material as it chooses.
- 1.3.2. Ownership: Any and all materials created, produced and/or acquired locally for the express use of recording public meetings per the AGREEMENT 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.
- 1.3.3 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.
- 1.3.4 Branding: All media produced shall contain the official County Seal and copyright language as specified by County.

2.0 TERM OF AGREEMENT

- 2.1 The term of the AGREEMENT(s) is effective on March 1, 2011 and shall remain in effect for a period of three (3) years with the option to extend the AGREEMENT for up to two (2) additional one (1) year periods.
- 2.2 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.
- 2.2.1 Both parties shall agree upon rate extension(s) or changes in writing.
- 2.2.2 County does not have to provide a reason if it elects not to renew.
- 2.3 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.

3.0 COMPENSATION AND PAYMENTS

- 3.1 It is mutually understood and agreed by both parties that CONTRACTOR shall be compensated under this AGREEMENT in the flat rate amount of \$3,000.00 monthly to

perform services described in Section 1, Scope of Work, herein for 96 meetings annually. Additional services which may be rendered upon request by County shall be billed as per Attachment A Rate Sheet attached hereto. The total amount of this AGREEMENT shall not exceed \$117,000.00.

- 3.2 Prices shall remain firm for the initial term of this AGREEMENT unless changes are mutually agreed upon in writing. County does not guarantee any minimum or maximum amount of dollars to be spent under this AGREEMENT.
- 3.3 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of this AGREEMENT.
- 3.4 Any discount offered by the CONTRACTOR 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.
- 3.5 CONTRACTOR shall levy no additional fees nor surcharges of any kind during the term of this AGREEMENT without first obtaining approval from County in writing.
- 3.6 Tax:
 - 3.6.1 Pricing as per this AGREEMENT is inclusive of all applicable taxes.

4.0 INVOICES AND PURCHASE ORDERS

- 4.1 Invoices for all services rendered per this AGREEMENT shall be billed directly to the Monterey County Information Technology Department at the following address:

Monterey County IT Department
Attn: Accounts Payable
1590 Moffett Street
Salinas, Ca. 93905

- 4.2 CONTRACTOR shall reference RFP #10245 on all invoices submitted to County. CONTRACTOR shall submit such invoices 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. County shall certify the invoice, either in the requested amount or in such other amount as County approves in conformity with this AGREEMENT, and shall promptly submit such invoice to County Auditor-Controller for payment. County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.
- 4.3 All County of Monterey 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).

- 4.4 **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 via an Amendment.

5.0 STANDARD INDEMNIFICATION

- 5.1 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.

6.0 INSURANCE REQUIREMENTS

6.1 Evidence of Coverage:

- 6.1.1 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.

- 6.1.2 This verification of coverage shall be sent to the 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.

- 6.2 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 Officer.

6.3 Insurance Coverage Requirements:

6.3.1 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:

6.3.1.1 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.

6.3.2 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.

6.3.3 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.

6.3.4 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.

6.4 Other Insurance Requirements:

6.4.1 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.

- 6.4.2 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.
- 6.4.3 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 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.
- 6.4.4 Prior to the execution of this AGREEMENT by County, CONTRACTOR shall file certificates of insurance with 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.
- 6.4.5 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.

7.0 RECORDS AND CONFIDENTIALITY

- 7.1 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.

- 7.2 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.
- 7.3 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.
- 7.4 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.

8.0 NON-DISCRIMINATION

- 8.1 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.).
- 8.2 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.

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

9.0 OVERRIDING CONTRACTOR PERFORMANCE REQUIREMENTS

- 9.1 Independent Contractor: 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.
- 9.3 Minimum Work Performance Percentage: CONTRACTOR shall perform with his own organization contract work amounting to not less than 50 percent of the original total AGREEMENT amount, except that any designated 'Specialty Items' may be performed by subcontract and the amount of any such 'Specialty Items' so performed may be deducted from the original total AGREEMENT amount before computing the amount of work required to be performed by CONTRACTOR with his own organization or per a consortium.

10.0 CONFLICT OF INTEREST

- 10.1 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 this 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 this AGREEMENT.

11.0 INTELLECTUAL PROPERTY RIGHTS

- 11.1 All recorded data belongs to County and any unauthorized reproductions are not permitted.

12.0 FORCE MAJEURE

- 12.1 "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.
- 12.2 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.
- 12.3 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.

13.0 RIGHTS AND REMEDIES OF THE COUNTY FOR DEFAULT

- 13.1 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 suit against CONTRACTOR. The prices paid by County shall be considered the prevailing market price at the time such services are rendered. Inspections of deliveries or offers for deliveries that do not meet specifications shall be made at the expense of CONTRACTOR.

14.0 NOTICES

- 14.1 Non-Assignment: CONTRACTOR shall not assign this contract or the work required herein without the prior written consent of County.
- 14.2 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

TO CONTRACTOR:

Armstrong Productions
Attn: Ellen Wrona
9782 Trefoil Place
Salinas, CA 93907
Tel. No. (831) 809-7811
Email: armstrongproductions@razzolink.com

15.0 LEGAL DISPUTES

- 15.1 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.
- 15.2 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.
- 15.3 CONTRACTOR shall continue to perform under this AGREEMENT during any dispute.
- 15.4 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

Ellen Wrona
CONTRACTOR Signature

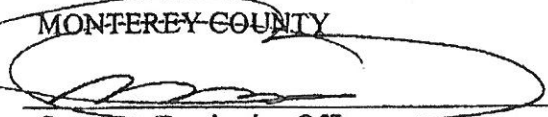
Ellen Wrona
Printed Name

owner / President
Title

1/20/11
Date

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

MONTEREY COUNTY


Contracts/Purchasing Officer

Dated: 3-9-11

Approved as to Fiscal Provisions:


Deputy Auditor/Controller

Dated: 2-2-11

RISK MANAGEMENT

COUNTY OF MONTEREY
Approved as to Liability Provisions:

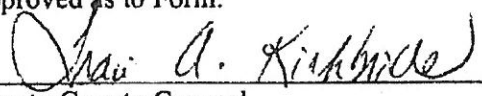
APPROVED AS TO INDEMNITY/
INSURANCE LANGUAGE

Risk Management

By: 

Dated: 2-11-11

Approved as to Form:


Deputy County Counsel

Dated: 2/7/11

CONTRACTOR

By: 

Signature of Chair, President, or
Vice-President

Ellen Wrona owner/President
Printed Name and Title

Dated: 1/20/11

By:

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

Printed Name and Title

Dated:

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INSURANCE EXEMPTION JUSTIFICATION

Armstrong Productions, referred to as "CONTRACTOR" in the Agreement for Media Room Operator Services per RFP #10245, does not have employees and, therefore, does not carry a workers compensation policy. Should Armstrong Productions hire employees during the term of this Agreement, Armstrong Productions shall comply with the County's insurance requirements pertaining to Workers Compensation.

RFP 10245: ATTACHMENT A - RATE SHEET

CONTRACTOR is required to complete this form and submit it with their proposal. CONTRACTOR may add rows or additional information in order to adequately depict their fees as per the scope described within the RFP.

Service:	Quote in units of:	Pricing: (CONTRACTOR to Fill In)
1. Operating & recording services rate for regularly scheduled meetings as per RFP Section 5.2.1 and Table 5.2.1	Per hour	\$100/hour \$325/half day \$525/full day or • \$3,000/month for a total of 96 meetings per year or • \$3,500/month for unlimited meetings per year
2. Operating & recording services rate for Special Meetings as per RFP Section 5.2.2 and Table 5.2.1	Per hour	Same as above
3. Rate for creating one DVD per meeting as required	Per each DVD duplicated	no charge (included in above rates)
4. Cost for additional DVD Duplication	Per each DVD duplicated	no charge for single copies for county employees when used for business purposes \$15 per DVD for other requests (Quote given for large quantities)
Cost for <i>Expedited</i> DVD Duplication (within 24 hours)	Per each DVD duplicated	\$30 per DVD