EXHIBIT-A1

To Agreement by and between Information Technology Department, hereinafter referred to as "County" AND

Mag One Media Incorporated, hereinafter referred to as "CONTRACTOR"

Scope of Services / Payment Provisions

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

Provide video production/broadcasting services on an as-needed basis for public meetings in board chambers & throughout Monterey County for press conferences in addition to video content for the government channel 25.

I. Location of Services

II. Services for broadcasting will be at the following locations: 168 Alisal Street, Salinas CA, 1441 Schilling Place, Salinas, CA or any other County meeting rooms/locations equipped for broadcasting as specified by the COUNTY and in the community for press conferences held in Monterey County such as town hall meetings as requested by the COUNTY.

III. Scope of Services

Production:

Video producer shall produce, shoot, edit and finalize video content on an as-needed basis.

- A. CONTRACTOR may produce video production and broadcasting services when on COUNTY property using existing COUNTY equipment.
- B. CONTRACTOR shall furnish its own producing technology to produce elements of video, including but not limited to shooting, voicing, lighting, graphics, animation, editing, and music if services are provided in the community outside of the board chambers (COUNTY property).
- C. CONTRACTOR shall create training videos for COUNTY departments on request providing an outline of desired production serves and quote before approval.
- D. CONTRACTOR shall quantify production requests by COUNTY department and create an outline of desired production services and quote services as needed
- E. CONTRACTOR shall work with various COUNTY departments in producing content pertaining to COUNTY business, information, or services.

- F. CONTRACTOR shall create shorts media clips for to be upload to various platforms such as: YouTube, Facebook, Instagram or other designed platforms deemed necessary by COUNTY representative.
- G. Videos must be webcast quality and able to be reduced or expanded into size without demising quality, and in a file format for use within an app, website or social media platforms.
- H. CONTRACTOR shall produce podcast, social media, and or aid in preparation to COUNTY representatives as it relates to emergency responses, notification and information, bulletin board announcements on social media outlets.
- I. COUNTY shall provide details of the event, including but not limited to the name of the event, length of the event, event location, time of the event, speakers names, anticipated equipment required such as translated audio capture, etc.
- J. CONTRACTOR shall provide a secondary 4k recording of live-streaming events in case of connectivity issues for future publishing is needed.
- K. CONTRACTOR shall initiate Zoom meeting during mobile live-streaming events only as requested by the COUNTY. The Zoom meeting held will be for viewing purposes only.
- L. CONTRACTOR shall provide production and broadcasting services for public meetings held at 168 W. Alisal Street, Salinas and 1441 Schilling Place, Salinas at a rate specified in Section B.1.
- M. Any other public meetings held by County and supported by CONTRACTOR not at the addresses specified in this Agreement will be at the rates specified in Section B.1 Production Services. These meetings will be non-recurring and considered special events requiring CONTRACTOR to provide additional equipment as needed if County "in the field" mobile production and broadcasting equipment will not suffice.
- N. For **recurring** production and broadcasting services specified in Section B.1, , CONTRACTOR will provide the services for all public meetings both recurring and special meetings held in the Board Chambers and Monterey Conference Room with existing audio-visual equipment in the rooms. Prior to the meetings, CONTRACTOR will test the equipment end to end with County assigned staff.
- O. For recurring production and broadcasting services specified in Section B.1., CONTRACTOR will meet with COUNTY on a quarterly basis to discuss services, changes, support needed, and any other topics related to the recurring production and broadcasting services needed by County. There will be no additional charges for this meeting and will be included in the monthly recurring charges.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay the below for the performance of <u>all things necessary</u> 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 on an as-needed basis:

VIDEO PRODUCTION, BROADCASTING, AND OTHER SERVICES			
Description		Rates	
Production Services			
2-hour minimum requirement	\$	500.00	
Hourly Rate	\$	250.00	
Post Production Video Editing			
2-hour minimum	\$	300.00	
Photography Services			
2-hour minimum	\$	300.00	
Hourly Rate	\$	150.00	
Public Meeting Production & Broadcasting Services in Board Chambers and Monterey Room at 168 W. Alisal Street, Salinas or 1441 Schilling Place, Salinas (Includes budget meetings and other special public meetings specified by the Clerk of the Board)			
Maximum of 12 Public Meetings/ Monthly Recurring and special meetings broadcast to YouTube, Facebook, and Government Channel. No maximum number of hours per day at the recurring rate.	\$1	10,000.00	
Additional Meetings: broadcast to YouTube, Facebook, and Government Channel	\$	1,000.00	

There shall be no travel reimbursement allowed during this Agreement.

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.

B.2 CONTRACTORS BILLING PROCEDURES

NOTE: Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement, etc.

County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.