

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT ("Contract"), is entered into this 11th day of June, 2024, by and between the County of Lake, hereinafter "COUNTY" and Lake County PEG-TV, hereinafter "CONTRACTOR".

WHEREAS, COUNTY approved a contract with CONTRACTOR on November 22, 2022 to provide videography services to its Municipal Advisory Councils (MACs); and

WHEREAS, CONTRACTOR's purpose is to provide a space to exhibit Public, Education, and Government media content; and

WHEREAS, CONTRACTOR can enhance the transparency and accessibility of MAC meetings; and

WHEREAS, CONTRACTOR is qualified and willing to provide said services.

NOW, THEREFORE, based on the foregoing recitals, the parties hereto agree as follows:

CONTRACTOR SERVICES

1. CONTRACTOR shall provide professional and competent videographer services to County MACs when and as requested by COUNTY as described in Exhibit A, *Scope of Services*, attached hereto and incorporated herein by reference, following a procedure as described in Exhibit B, titled *Procedure Agreement*.

CONTRACTOR COMPENSATION

2. COUNTY shall compensate CONTRACTOR for said services at the rate described in Exhibit C, not to exceed \$10,000 per fiscal year and shall be based upon a written statement from CONTRACTOR detailing the services provided using the process described in Exhibit C, attached hereto and incorporated herein by reference, titled *Fiscal Provisions*. Contract shall commence on July 1, 2024 upon approval from the Lake County Board of Supervisors and terminate on June 30, 2027. Total compensation for the full term of this agreement shall not exceed \$30,000.

TERM AND TERMINATION

3. This Agreement shall be effective on the date hereinabove entered into and continue in full force and effect until and unless terminated by either COUNTY or by CONTRACTOR, upon thirty (30) days' notice to the other party.

INSURANCE

4. CONTRACTOR shall procure and maintain the insurance required by this paragraph. Any failure of CONTRACTOR to maintain the insurance required by this paragraph, or to comply with any of the requirements of this paragraph, shall constitute a material breach of the entire Contract. 22 Certificates evidencing the issuance of the following insurance shall be filed with the COUNTY within ten (10) days after the date of execution of this Contract by CONTRACTOR:

- a. Automobile Liability Insurance: CONTRACTOR shall procure and maintain, at CONTRACTOR's own expense during the term hereof, Comprehensive Automobile Liability Insurance, both bodily injury and property damage, on owned, hired, leased, and non-owned vehicles used in connection with CONTRACTOR's business in an amount not less than \$500,000.00) combined single limit coverage per occurrence.
- b. Commercial Liability Insurance: CONTRACTOR shall procure and maintain, at CONTRACTOR's own expense during the term hereof, commercial liability insurance in connection with CONTRACTOR's business in an amount not less than one million dollars (\$1,000,000.00) combined single limit coverage per occurrence.
- c. Workers Compensation Insurance: If applicable, CONTRACTOR shall procure and maintain, at CONTRACTOR's own expense during the term hereof, Workers' Compensation Insurance for all of his employees to be engaged in work. In case of any sub-contracting by CONTRACTOR, CONTRACTOR shall require, if applicable, any such sub-contractor similarly to provide Workers' Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by CONTRACTOR's Workers' Compensation Insurance.

ASSIGNMENT

5. The CONTRACTOR shall not assign any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of COUNTY, except that claims for money due or to become due the CONTRACTOR from COUNTY under this Agreement may be assigned by the CONTRACTOR to a bank, a trust company, or other financial institution without such approval. Written notice of any such transfer shall be furnished promptly to the COUNTY. Any attempt at assignment of rights under this Agreement except for those specifically consented to by both parties or as stated above shall be void.

INDEPENDENT CONTRACTOR

6. It is specifically understood and agreed that, in the making and performance of this Agreement, CONTRACTOR is an independent-contractor and is not an employee, agent or servant of COUNTY.

INDEMNIFICATION HOLD HARMLESS

7. CONTRACTOR shall indemnify and hold harmless COUNTY from any and all claims, demands, actions, liability or loss which may arise for or be incurred as a result of the negligent performance of this Agreement by CONTRACTOR.

ATTORNEYS FEES AND COSTS

8. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

ADDITIONAL PROVISIONS

9. This Agreement shall be governed by the laws of the State of California. It constitutes the entire Agreement between the parties regarding its subject matter. This Agreement supersedes all proposals, oral and written, and all negotiations, conversations or discussions heretofore and between parties related to the subject matter of this Agreement.

COUNTY and CONTRACTOR have executed this Agreement on the day and year first written above.

COUNTY OF LAKE

CONTRACTOR


Brenda Sabollier (Jun 12, 2024 13:21 PDT)

CHAIR, Board of Supervisors


Lake County PEG-TV

If applicable

ATTEST:

SUSAN PARKER

Clerk to the Board of Supervisors



APPROVED AS TO FORM:

LLOYD C. GUINTIVANO

County Counsel

By: 
Johanna Delong (Jun 12, 2024 11:01 PDT)

By: 

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EXHIBIT A – SCOPE OF SERVICES

1. Contractor Services
 - a. Provide professional videography and audio for the Lake County MACs.
 - i. PEG approved videographers who are trained to provide quality production using the minimum standard equipment as described in (e).
 - b. Post-produce recorded meetings for appropriate submission to Lake County PEG-TV and its affiliated online sites for public viewing.
 - c. Provide streaming services during recording of meetings if requested.
 - i. Minimum of 10 mbps upload and 15mbps download internet speeds required for quality connection.
 - d. Prepare recruitment videos for MACs to advertise the open application process for appointment.
 - e. Recording equipment minimum standards shall include, but not limited to, the following:
 - i. Microphones with Microphone Stands (maximum of 7 mics)
 - ii. Portable Public Address Sound System
 - iii. High Definition Cameras (maximum of 2)
 - iv. Projector screen/Projector
 - v. Laptop(s) for recording/streaming/operation of meeting
 - f. Videography training so that MACs can provide their own videographers.
 - i. If using PEG equipment, equipment lease still applies.
2. Reporting Requirements
 - a. During annual Lake County PEG-TV presentation to the Board of Supervisors, present the measurable data points described in Exhibit D, including viewership numbers.

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EXHIBIT B – PROCEDURE AGREEMENT

COUNTY:

1. Request a Municipal Advisory Council recording at least (15 days) prior to the scheduled regular meeting.
 - a. Availability is based on videographer and equipment availability.

MAC:

1. Provide an agenda to the videographer prior to the meeting.
2. Ensure that power is available for the videographer at the scheduled meeting location.
3. If requesting streaming services, ensure that adequate internet is available for the videographer at the scheduled meeting location.

PEG:

4. Post-produced video will be submitted to COUNTY and MAC upon request.
5. Post-produced video will be uploaded to Lake County PEG-TV and affiliated sites within seven (7 days) of recording.

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EXHIBIT C – Fiscal Provisions

1. INVOICES

- a. CONTRACTOR shall submit invoices to the COUNTY monthly, prior to the completion deadlines imposed by the Lake County Auditor-Controller in order for COUNTY to make payment prior to payment deadlines agreed upon by COUNTY and CONTRACTOR.
 - i. Invoices shall provide the following information:
 1. Hours worked
 - a. Setup
 - b. b. Recording
 - c. c. Editing
 2. MAC
 3. Date/Time of meeting
 4. Equipment used and its cost
- b. CONTRACTOR and COUNTY shall each appoint one responsible representative for the purpose of resolving any billing questions or disputes which may arise during the term of this Agreement. Should such issues arise, COUNTY shall still be obligated to pay CONTRACTOR on a timely basis for those amounts and/or services which are not in dispute or with respect to which there are no questions. Questioned amounts, once adjusted (if necessary) as agreed by the two representatives, shall be paid to CONTRACTOR immediately after the Agreement is reached by the two representatives.

2. PAYMENT TERMS

- a. County shall reimburse CONTRACTOR on a monthly basis at the hourly rate of \$40 per hour for services provided to Lake County Municipal Advisory Councils.
- b. In addition to the cost of a videographer, a fee of \$50 for equipment use per meeting will incur.

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EXHIBIT D - METRICS**

MATH			CAC			ERTH			CRTH			WRTH		
Date	Total Time	Views	Date	Total Time	Views	Date	Total Time	Views	Date	Total Time	Views	Date	Total Time	Views
1														
2														
3														
4														
5														
6														
7														
8														
9														
10														
11														
12														
0			0			0			0			0		

Total Number of Recordings:	0
Total Time:	0
Total Views:	0
Total Recording Cost:	\$0.00
Equipment Lease Cost:	\$0.00
Overall Cost:	\$0.00

Compensation:	\$40	per hour
Equipment Lease:	\$50	per recording