

**MOORPARK CITY COUNCIL
AGENDA REPORT**

To: Honorable City Council

From: Hugh R. Riley, Assistant City Manager 

Date: July 25, 2006 (CC Meeting of 8/2/06)

Subject: Consider a Two-Year Contract with Videomax Productions, Inc. for Provision of Cable Government Channel Production, Operations, Maintenance, and Related Services

BACKGROUND

Videomax Productions, Inc. has been providing the City with cable channel production, operations, maintenance, and related services since 1991. Videomax's agreement with the City expired on June 30, 2006. Videomax has requested a two-year agreement with a 5 percent increase effective July 1, 2006.

DISCUSSION**BASIC MONTHLY SERVICE**

The proposal is for an approximate 5 percent increase effective July 1, 2006, which would increase the monthly rate from \$2,385 to \$2,504. The hourly rate for specified as needed services will remain the same at \$31.50/hr except for consulting and training hourly rates, which increase to \$34/hr. There are no further increases for the remainder of the two-year contract. Funding for the increase has been included in the Fiscal Year 2006/2007 budget. Upon approval of the new contract Videomax is requesting payment of the new rate retroactive to July 1, 2006.

The basic monthly services to be provided include:

1. Video production of all CITY public meetings up to a maximum of eight (8) per month as designated by CITY, using two (2) Videomax crewmembers at each meeting.
2. Automated playback programming of all meetings and/or events produced as described above.

3. General maintenance and service of all production equipment.
4. Cleaning and service of all robotic cameras and servo motors.
5. Color balance and phase adjustment of camera control units.
6. Programming and general maintenance of lights and dimmer system.
7. Maintenance of microphones and connectors.
8. Programming of VTR units and electronic patch bays.
9. Audio mix systems adjustment. Submixer maintenance and level adjustment.
10. Automated playback programming of informational video tapes from other public agencies, as provided and scheduled by CITY.
11. Liaison to cable companies on air signal quality.
12. Local origination technical consultant.
13. Telephone consultation with CITY staff concerning supplies.
14. Consultation with CITY staff on character generator operations and features.

Staff monitors Videomax Personnel Studio Service time, as well as, repair, maintenance, programming, and editing activity on a weekly basis to insure performance of the basic services included above. It is a high priority for staff to continue working with Videomax staff to achieve a timely and accurate updating of Channel 10 messages, especially as it relates to emergency items.

It is important to note that all of these services make up the monthly service billing, whether or not live meeting broadcasts occur during a particular month. Should meetings be cancelled during a particular month, other production, maintenance and repair work would continue as required. If there is a need to have an extra meeting taped in a given month (beyond the 8 meeting maximum), it has always been Videomax's practice to not invoice the City for these meetings (as long as they are filmed in the Apricot Room). Due to the Council going dark for summer, the meetings that would normally be taped in that month are accrued and used for extra meeting tapings throughout the year.

Honorable City Council
August 2, 2006
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STAFF RECOMMENDATION

Approve a two-year agreement with Videomax Productions, Inc., effective July 1, 2006, subject to final language approval by the City Manager and City Attorney.

Attachments: 1. Professional Services Agreement

AGREEMENT FOR CONTRACT SERVICES

THIS AGREEMENT made this ____ day of _____, 2006, between the City of Moorpark, a municipal corporation, located at 799 Moorpark Avenue, Moorpark, California, 93021 hereinafter referred to as "CITY," and Videomax Productions, a sole proprietorship video production company, owned and operated by Michael Kamm, located at 2060 Avenida De Los Arboles, Unit D, Thousand Oaks, California 91362, hereinafter referred to as "CONTRACTOR,"

WITNESSETH

THE PARTIES HERETO DO AGREE AS FOLLOWS:

ARTICLE 1. TERM OF CONTRACT

The effective date of this annual Agreement is July 1, 2006 and it shall expire on June 30, 2008, unless sooner terminated as provided for in this agreement.

ARTICLE 2. SCOPE OF SERVICES

CONTRACTOR agrees to perform for, and furnish to, the CITY the services described in the proposal for twenty-four (24) months, from July 1, 2006 until June 30, 2008, as attached hereto, and incorporated as Exhibit "A," in a manner satisfactory to the City Manager of CITY or his designee. CONTRACTOR will determine the method, details and means of performing the above-described services. The CITY reserves the right to seek and obtain bids from other firms for such work.

ARTICLE 3. COMPENSATION

CONTRACTOR shall submit to CITY, written invoice of services rendered at the end of each month during which the services are rendered. The CITY agrees to pay, at rates established by Exhibit "A," the amount due to CONTRACTOR. Contractor will submit numbered work orders for those services above and beyond the monthly services outlined in Exhibit A, Part I. Payment on all services shall be made within thirty (30) days of receipt of invoice, except for those which are contested or questioned and are returned by CITY, with written explanation, within thirty (30) days of receipt of invoice.

All payments are to be made to: **Videomax Productions, 2060 Avenida De Los Arboles, Unit D, Thousand Oaks, CA 91362.**

ARTICLE 4. RESPONSIBLE PERSON IN CHARGE

Michael S. Kamm will serve as the principal person responsible for performance of the CONTRACTOR's obligations under this Agreement and shall serve as principal liaison between CITY and CONTRACTOR. Communications from CITY to CONTRACTOR shall be directed to the principal person. CITY shall have the right to approve any individual proposed by CONTRACTOR for substitute as the "principal person in charge", which approval may not be unreasonably withheld.

ARTICLE 5. ASSIGNMENT

CONTRACTOR shall not assign this Agreement, or any of the rights, duties, or obligations without prior written consent of CITY. It is understood and acknowledged by the parties that CONTRACTOR is uniquely qualified to perform the services provided for in this Agreement.

ARTICLE 6. OBLIGATIONS OF CITY

CITY agrees to comply with all reasonable requests of CONTRACTOR relative to, and provide access, to all facilities reasonably necessary for the performance of CONTRACTOR's duties under this Agreement.

ARTICLE 7. SUSPENSION, TERMINATION, OR ABANDONMENT

This Agreement may be terminated by CONTRACTOR only by providing CITY with written notice no less than ninety (90) days in advance of such termination. This Agreement may be terminated with or without cause by CITY at any time, with no less than thirty- (30) days written notice of such termination. In the event of such termination, CONTRACTOR shall be compensated for such services up to the date of termination. Such compensation for work in progress would be prorated as to the percentage of progress completed at the date of termination.

ARTICLE 8. BREACH OF CONTRACT

If CONTRACTOR defaults in this Agreement, it shall have ten (10) days after service upon it of written notice of such default in which to cure the default by rendering a satisfactory performance. In the event that CONTRACTOR fails to cure its default within such period of time, CITY shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

ARTICLE 9. GENERAL PROVISIONS

9.01 Independent Contractor

CONTRACTOR is and at all times shall remain, as to CITY, a wholly independent contractor. CONTRACTOR shall not, at any time or in any manner, represent that he is an officer, employee or agent of the CITY. CONTRACTOR shall comply with all applicable provisions of

the Worker's Compensation Insurance and Safety Acts and Labor Code of the State of California.

9.02 Ownership of Documents

Upon completion of any filming, production or writing required to be provided by CONTRACTOR in the course of performing any of the above described services, or upon sooner termination of this Agreement, all original material, including all tapes, prepared by CONTRACTOR shall become the sole property of CITY and may be used, reused or otherwise disposed of by CITY without permission of CONTRACTOR. CONTRACTOR agrees that any film, writing, and other instruments prepared by CONTRACTOR in performance of this Agreement shall not be subject to use by anyone other than CITY without written permission by CITY.

9.03 Liability Insurance

CONTRACTOR shall secure from a good and responsible company or companies doing insurance business in the State of California, pay for and maintain in full force and effect for the duration of this Agreement a policy of comprehensive liability insurance, and shall furnish a Certificate of Liability Insurance to the City Manager of the CITY before execution of this Agreement by CITY, Notwithstanding any inconsistent statement in the policy or any subsequent endorsement attached thereto, the protection offered by the policy shall:

- a. Include CITY as the insured or named an additional insured covering their services to be performed under this Agreement, whether liability is attributable, to CONTRACTOR or CITY.
- b. Insure CITY and its officers, employees, servants, and agents while acting within the scope of their duties under this Agreement against all claims arising out of, or in connection with, the Agreement.
- c. Provide the following minimum limits:
 - Bodily injury -
 - \$1,000,000 each person
 - \$1,000,000 each occurrence
 - \$1,000,000 aggregate product and completed operations
 - Property Damage -
 - \$1,000,000 each occurrence
 - \$1,000,000 aggregate

A combined single limit policy with aggregate limits in the amount of \$1,000,000 will be considered equivalent to the required minimum limits. CONTRACTOR may file insurance acceptable to CITY covering more than one project.
- d. Bear an endorsement of which shall have attached a rider whereby it is provided that, in the event of expiration or proposed cancellation of such policy for any reason whatsoever, CITY shall be notified by registered mail, postage

prepaid, return receipt requested, not less than thirty (30) days before expiration or cancellation is effective.

e. Be written on an occurrence basis.

9.04. Hold Harmless

CONTRACTOR shall hold harmless, indemnify and defend CITY and all of its officers, employees, servants and agents from any claims, demand, damage, liability, loss, cost, or expense, for any damage whatsoever, including but, not limited to death or injury to any person and injury to any property resulting from misconduct, negligent acts, errors or omissions of CONTRACTOR or any of its officers, employees or agents in the performance of this agreement, except such damage is caused by the sole negligence of CITY or any of its officers, employees, servants or agents.

9.05 Workers' Compensation Insurance

Before execution of this Agreement by CITY, CONTRACTOR shall file with CITY the following certification:

"I am aware of, and will comply with Section 3700 of the Labor Code, requiring every employer to be insured against liability of Workers' Compensation or to undertake self-insurance before commencing any of the work."

CONTRACTOR shall also comply with Section 3800 of the Labor Code by securing, paying for, and maintaining in full force and effect for the duration of this Agreement, complete Worker's Compensation Insurance, and shall furnish a Certificate of Insurance to CITY before execution of this Agreement by CITY. The CITY and its officers, employees, servants, or agents, shall not be responsible for any Claims in law or equity occasioned by failure of the CONTRACTOR to comply with this section.

Every worker's compensation insurance policy shall bear an endorsement of which shall have attached a rider whereby it is provided that, in the event of expiration or proposed cancellation of such policy for any reason, whatsoever, CITY shall be notified by registered mail, postage prepaid, return receipt requested, not less than thirty (30) days before expiration or cancellation is effective.

9.06 Notices

Any notice to be given hereunder by either party to the other shall be effected either by personal delivery in writing or by certified mail, postage prepaid, return receipt requested. Mailed notices shall be addressed to CITY, c/o City Manager, 799 Moorpark Avenue, Moorpark, California 93021, and to CONTRACTOR, c/o Michael Kamm, 2060 Avenida De Los Arboles, Suite D, Thousand Oaks, California, 91362, but each party may change the address by written notice in accordance with this section. Notices delivered personally will be deemed served as of actual receipt; mailed notices will be deemed served as of the third (3rd) day after deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid.

9.07 City's Agent

The Moorpark City Manager or his designee shall have the right to review all work to be performed by the CONTRACTOR pursuant to this Agreement, and shall be the CITY's agent in this matter.

9.08 Entire Agreement

This Agreement and any documents or instruments attached hereto or referred to herein integrate all terms and Conditions mentioned herein or Incidental hereto and supersede all negotiations and prior writing in respect to the subject matter hereof.

In the event of conflict between the terms, conditions, or provisions of this Agreement and any such document or instrument, the terms and conditions of this Agreement shall prevail.

9.09 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

9.10 Attorney's Fees

If any action at law or suit in equity, including an action for declaratory relief, is brought to enforce or interpret any provision of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, court costs, and necessary disbursements, in addition to any other relief to which it may be entitled.

9.11 Interpretation of Agreement

Should interpretation of this Agreement, or any portion thereof be necessary, it is deemed that this Agreement was prepared by the parties jointly and equally, and shall not be interpreted against either party on the ground that the party prepared the Agreement or caused it to be prepared.

9.12 Venue

This Agreement is made, entered into, and executed in Moorpark, Ventura County, California, and any action filed in any court or for arbitration for the interpretation, enforcement and/or otherwise of the terms, covenants and conditions referred to herein shall be filed in the applicable court in Ventura County, California.

9.13 Other Terms

- a. The CITY will provide all equipment and supplies for the production and playback of the meetings.
- b. CONTRACTOR will be given a key and access code to gain access to equipment at all times.
- c. The CITY will provide a complete list of all regularly scheduled production and playback dates by the first day of each month of service. The CITY will notify CONTRACTOR of all special or adjourned meetings within 24 hours of notice unless scheduled for the next business day. If an adjourned meeting is

scheduled for the next business day, notice will be provided by CITY at the close of the meeting being adjourned.

- d. CONTRACTOR will provide CITY with a 24-hour emergency phone and pager numbers.

Executed in duplicate at Moorpark, California, on the date and year first written above.

CITY OF MOORPARK:

CONTRACTOR:

Steven Kueny, City Manager

Michael S. Kamm, Videomax

ATTEST:

Deborah S. Traffenstedt, City Clerk

EXHIBIT A
SCOPE OF SERVICES

PART I

Videomax Productions (CONTRACTOR) will provide the following services on a monthly basis:

1. Video production of all CITY public meetings up to a maximum of eight (8) per month as designated by CITY, using two (2) Videomax crewmembers at each meeting.
2. Automated playback programming of all meetings and/or events covered by subpart 1 herein.
3. General maintenance and service of all production equipment.
4. Cleaning and service of all robotic cameras and servo motors.
5. Color balance and phase adjustment of camera control units.
6. Programming, operation, and general maintenance of lights and dimmer system.
7. Maintenance of microphones and connectors.
8. Programming of video recording devices and electronic patch bays.
9. Audio mix systems adjustment. Submixer maintenance and level adjustment.
10. Automated playback scheduling of special programming for channel 10, as provided and approved by the CITY.
11. Liaison to cable companies on air signal quality.
12. Local origination technical consultant.
13. Telephone consultation with CITY staff concerning supplies.
14. Interface with CITY staff on Character Generator operations and PowerPoint presentations.

Retainer Service Fee Per Month:

7/1/06 - 6/30/07: \$2,504.00

7/1/07 – 6/30/08: \$2,504.00

PART II

Videomax Productions (CONTRACTOR) shall provide the following labor services on an as needed basis, and as requested by CITY in advance. Payment shall be at the rates stated herein:

	<u>7/1/06 - 6/30/07</u>	<u>7/1/07 - 6/30/08</u>
1. Editing.	\$31.50 per hour	\$31.50 per hour
2. Repair and troubleshooting.	\$31.50 per hour	\$31.50 per hour
3. Manual Playback of Scheduled Programming when Automated re-play not possible.	\$31.50 per hour	\$31.50 per hour
4. Studio Production Services.	\$31.50 per hour per crew member	\$31.50 per hour per crew member
5. Field Production Services.	\$31.50 per hour per crew member	\$31.50 per hour per crew member
6. Production of special meetings beyond those listed in Scope of Services (Item No. 1 of Part I) or events utilizing the same technical set-up as a regular City Council meeting.	\$350.00 Flat rate per meeting	\$350.00 Flat rate per meeting
7. Production of special meetings or events requiring a custom technical set-up different from that of a regular City Council meeting.	*Written Quote to be provided*	
8. Audio Production Services.	\$31.50 per hour per crew member	\$31.50 per hour per crew member
9. Film Permit Liaison Services.	\$34.00 per hour	\$34.00 per hour
10. Video Server Ingest.	\$31.50 per hour	\$31.50 per hour
11. Heavy Maintenance of Equipment and Facilities beyond those listed in Scope of Services (Item No. 3 of Part I).	\$31.50 per hour	\$31.50 per hour
12. Consulting and Administrative Services.	\$34.00 per hour	\$34.00 per hour

13.	Training.	\$34.00 per hour	\$34.00 per hour
14.	BBS Programming and Graphics Creation Services.	\$31.50 per hour	\$31.50 per hour
15.	Web Site Design and Maintenance.	\$31.50 per hour	\$31.50 per hour
16.	IT Services – PC, LAN, Server, Hardware, Software.	\$31.50 per hour	\$31.50 per hour