

**MOORPARK CITY COUNCIL  
AGENDA REPORT**

**TO:** Honorable City Council

**FROM:** John Brand, Senior Management Analyst 

**DATE:** July 13, 2010 (CC Meeting of 7/21/2010)

**SUBJECT:** Consider Professional Services Agreement with Reel Life Pictures to Provide Video Production, Operations and Maintenance Services for the City Government Access Channel MPTV 10

**DISCUSSION**

On August 12, 2008, the Council approved a two-year professional services agreement with Reel Life Pictures (RLP) for video production services. RLP was the prevailing proposer among a field of seven (7) submissions that were received. In 2008, RLP came in during a difficult transition for video services at the City, and has performed exceptionally well for the City. Council is being asked to approve a three-year Agreement, with two one-year options available to the City, at the same cost and scope of work.

**FISCAL IMPACT**

The cost to the City for video production has declined under the RLP Agreement. RLP costs were \$21,804.25 in FY 2008-2009, and \$17,120.97 in FY 2009-2010. Included in the RLP costs were additional video production such as the slide shows and videos for both the Poindexter Park Expansion and Skate Park, and the new U.S. Post Office on High Street. The only additional consideration RLP requests is that the third operator (used during certain Council meetings) be compensated at the regular rate (\$50) and not the trainee rate (\$25). The third operator inserts titles and headings during the telecast. The approved FY 2010/2011 Public Information budget includes sufficient funds to pay for the video production services anticipated.

**STAFF RECOMMENDATION**

Approve the Agreement subject to final language approval by the City Manager and City Attorney, and authorize City Manager to sign the Agreement.

Attachment 1: Draft Agreement

**AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN THE CITY OF MOORPARK AND  
REEL LIFE PICTURES FOR VIDEO PRODUCTION AND  
OPERATIONS SERVICES**

This Agreement is made and entered into in the City of Moorpark on this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by and between the City of Moorpark ("City"), a public body, corporate and politic, and Reel Life Pictures, a California General Partnership providing video production services ("Vendor"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

**I. Term**

This Agreement shall commence on September 1, 2010 and shall remain and continue in effect until August 31, 2013, unless sooner terminated pursuant to the provisions of this Agreement.

The City shall have the exclusive option to extend this Agreement for up to two (2) additional one-year periods. Ninety days (90) prior to the end of the initial three-year term, the City shall advise Vendor of its intention to continue for an additional period.

While the term of this Agreement may be extended for up to an additional two (2) years, City or the City Council are not obligated in any way to consider extending this Agreement. The City Council, in its sole discretion may determine that the services performed by Vendor were not sufficient or satisfactory, or the City Council may determine that the public interest does not require the continuance of services, or the City may determine that it wishes to operate the service itself, or to seek proposals from other firms to provide the service.

**2. Services**

City hereby retains Vendor in a contractual capacity to perform video production services as set forth in Exhibit A, Proposal, attached hereto and incorporated herein. If the Proposal is modified by this Agreement, or in the event there is a conflict between the provisions of the Proposal and this Agreement, the language contained in this Agreement shall take precedence.

### **3. Performance**

Vendor shall at all times faithfully, competently and to the best of his/her ability, experience, and talent, perform all tasks described herein. Vendor shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Vendor hereunder to meet its obligations under this Agreement.

### **4. Responsible Individuals**

The individual directly responsible for Vendor's overall performance of the Agreement provisions herein above set forth and to serve as principal liaison between Vendor and City shall be Robert Schwieger, or his designee.

The City Manager, or his or her designee, shall represent City in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by Vendor. The City Manager is authorized to act on City's behalf to execute all necessary documents which increase the Scope of Work or change Vendor's compensation, subject to Section 5 hereof.

### **5. Payment**

a) For providing services as specified in this Agreement, City shall pay and Vendor shall receive as full compensation a total sum based on fees as shown in Proposal, in no event shall total compensation for the herein described work exceed that described in the Proposal without prior written authorization from City.

b) In the event that additional work is required of Vendor, beyond the Scope of Work for this Agreement, Vendor may be authorized to undertake and complete such additional work only if such authorization is provided in writing, identifying the exact nature of the additional work required and a "not-to-exceed" fee to be paid by City for such work.

c) Vendor shall submit invoices at the completion of each of the tasks. Invoices shall be submitted on or about the first business day of the month, or as soon thereafter as practical, for services provided. Payment shall be made within 30-days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Vendor's fees it shall give written notice to Vendor within 15-days of receipt of an invoice of any disputed fees set forth on the invoice.

### **6. Incorporation by Reference**

a) The City's Request for Statement of Qualifications and Proposals (RFQ-RFP) and the Vendor's Proposal Submission are hereby incorporated in and made a part of this Agreement. In the event of a conflict the priority of documents shall be: (1) This Agreement; (2) Request for Statement of Qualifications and Proposal; (3) Proposal Submission.

b) All exhibits herein referenced are hereby incorporated into and made a part of the Agreement.

## **7. Suspension or Termination of Agreement**

a) This Agreement, or portions thereof, may be terminated or canceled in any one of the following manners:

1. By mutual Agreement of both parties,
2. Upon ten (10) days written notice by City, with or without cause,
3. Upon thirty (30) days written notice by Vendor, with or without cause, or
4. If in the sole subjective judgment of City at any time or times after the commencement of the term of this Agreement, Vendor fails to perform the services required of it or fails to perform such services in accordance with the terms hereof, the City upon at least seventy-two (72) hours written notice to Vendor, and without prejudice to any other remedies the City may have, may suspend or terminate this Agreement and Vendor's services and any obligations the City may have under this Agreement. The written notice shall instruct Vendor to cease its services as of a specified date, and City shall have no further obligation to pay for services tendered or otherwise.

b) If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

c) In the event this Agreement is terminated pursuant to this Section, the City shall pay to Vendor the actual value of the work performed up to the time of the termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Vendor will submit an invoice to the City pursuant to Section 5.

## **8. Default of Vendor**

a) The Vendor's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Vendor is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Vendor for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Vendor. If such failure by the Vendor to make progress in the performance of work hereunder arises out of causes beyond the Vendor's control, and without fault or negligence of the Vendor, it shall not be considered a default.

b) If the City Manager or his/her designee determines that the Vendor is in default in the performance of any terms or conditions of this Agreement, the City Manager shall cause to be served upon the Vendor a written notice of the default. The Vendor shall have ten (10) days after service of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Vendor fails to cure its default within such period of time, the 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.

**9. Indemnification And Hold Harmless**

Vendor shall indemnify, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in way attributable to, in whole or in part, the performance of this Agreement by Vendor or by any individual or entity for which Vendor is legally liable, including but not limited to officers, agents, employees or subcontractors or subvendors of Vendor.

Vendor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subvendor, contractor, subcontractor, or any other person or entity involved by, for, with, or on behalf of Vendor in the performance of this Agreement. In the event Vendor fails to obtain such indemnity obligations from others as required here, Vendor agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth here is binding on the successors, assigns or heirs of Vendor and shall survive the termination of this Agreement or this section.

City does not and shall not waive any rights that it may have against Vendor by reason of this Section, because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless and indemnification provisions shall apply regardless of whether or not said insurance policies are determined to be applicable to any losses, liabilities, damages, costs and expenses described in Sections 9 and 10 of this Agreement.

**10. Insurance**

Vendor shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit B attached to and part of this Agreement.

**11. Independent Contractor**

a) Vendor is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Vendor shall at all times be under Vendor's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Vendor or any of Vendor's officers, employees, or agents, except as set forth in this Agreement. Vendor shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Vendor shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.

b) No employee benefits shall be available to Vendor in connection with the performance of this Agreement. Except for the fees paid to Vendor as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Vendor for performing services hereunder for City. City shall not be liable for compensation or indemnification to Vendor for injury or sickness arising out of performing services hereunder.

**12. Notices**

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by 1) personal service, 2) delivery by a reputable document delivery service, which provides a receipt showing date and time of delivery, or 3) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

City: City of Moorpark  
799 Moorpark Avenue  
Moorpark, CA 93021  
Attn: City Manager

Vendor: Reel Life Pictures  
1721 Morning Arbor Way  
Simi Valley, CA 93065  
Attn: Aron Eisenberg

**13. Assignment**

The Vendor shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. It is understood and acknowledged by the parties that Vendor is uniquely qualified to perform the services provided for in this Agreement.

**14. Entire Agreement**

This written Agreement, including all writings specifically incorporated herein by reference, shall constitute the complete Agreement between the parties hereto. No oral agreement, understanding, or representation not reduced to writing and specifically incorporated herein shall be of any force or effect, nor shall any such oral agreement, understanding, or representation be binding on the parties hereto. 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. No waiver of any provision of this Agreement shall be deemed or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provisions. No waiver shall be binding, unless executed in writing by the party making the waiver.

**15. Anti-Discrimination**

In the performance of the terms of this Agreement, Vendor agrees that it will not engage in, nor permit such subcontractors as it may employ, to engage in discrimination in employment of persons because of the age, race, color, creed, sex, sexual orientation, national origin, ancestry, religion, physical disability, medical disability, medical condition, or marital status of such persons. Violation of this provision may result in the imposition of penalties referred to in the Labor Code of the State of California Section 1735.

**16. General Conditions**

a) Vendor agrees not to work for any private firm located within the City limits or its Area of Interest, or for any public agency where its jurisdiction includes all or part of the City without the prior written consent of the City, during the term of this Agreement. Furthermore, Vendor agrees to limit its actions related to economic interest and potential or real conflicts of interest as such as defined by applicable State law to the same standards and requirements for designated City employees.

b) City shall not be called upon to assume any liability for the direct payment of any salary, wage or other compensation to any person employed by Vendor performing services hereunder for City.

c) At the time of

1) termination of this Agreement or

2) conclusion of all work,

all work product or intellectual property, including but not limited to all original reports, documents, calculations, computer files, notes, video, images, digital files,

optical files, drawings, schematics, etc., and other related materials whether prepared by Vendor or its subcontractor(s) or obtained in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of City. Any word processing computer files provided to City shall use Microsoft Word for Windows software. All work product or intellectual property becomes the property of the City as it is developed and may not be used by Vendor without the written consent of the City.

d) Nothing contained in this Agreement shall be deemed, construed or represented by City or Vendor or by any third person to create the relationship of principal or agent, or of a partnership, or of a joint venture, or of any other association of any kind or nature between City and Vendor.

e) In the event any action, suit or proceeding is brought for the enforcement of, or the declaration of any right or obligation pursuant to this Agreement or as a result of any alleged breach of any provision of this Agreement, the prevailing party shall be entitled to recover its costs and expenses, including reasonable attorney's fees, from the losing party, and any judgment or decree rendered in such a proceeding shall include an award thereof.

f) Cases involving a dispute between City and Vendor may be decided by an arbitrator if both sides agree in writing on the arbitration and on the arbitrator selected, with costs proportional to the judgment of the arbitrator.

g) The captions and headings of the various Sections and Exhibits of this Agreement are for convenience and identification only and shall not be deemed to limit or define the content of the respective Sections and Exhibits hereof.

h) If any portion of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will never-the-less continue in full force without being impaired or invalidated in any way.

i) No officer, employee, director or agent of the City shall participate in any decision relating to this Agreement which affects the individual personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, or shall any such person have any interest, direct or indirect, in this Agreement or the provisions thereof.

## **17. Governing Law**

The City and Vendor understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement.

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

**18. Authority to Execute this Agreement**

The person or persons executing this Agreement on behalf of Vendor warrants and represents that this individual has the authority to execute this Agreement on behalf of the Vendor and has the authority to bind Vendor to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

**CITY OF MOORPARK:**

**VENDOR:**

\_\_\_\_\_  
Steven Kueny  
City Manager

\_\_\_\_\_  
Robert Schwieger  
Chief Executive Officer

**ATTEST:**

\_\_\_\_\_  
Deborah S. Traffenstedt, City Clerk

Exhibit "A": Proposal for Professional Services  
Exhibit "B": Insurance Requirements

## Reel Life Pictures - Cost Proposal

Item #	Description	Hourly Rate	Exceptions
<b>REGULAR MONTHLY SERVICES LABOR FEE</b>			
1	<b>Video Operator - Hourly Rate.</b> 2-hour minimum guarantee. The hourly rate paid for 1 hour prep time, and a 5-hour standard meeting duration, 6 hours total, to provide all services as necessary and specified in the "Scope of Services". For example, a meeting from 7:00 p.m. to 11:00 p.m. City approval required for three (3) or more video operators per meeting.	\$50.00 per person	Minimum Two (2) Operators provided for Commission meetings. Subject to City approval, a third Operator may be utilized for certain meetings.
2	<b>Extended Meeting Hourly Rate.</b> Hourly rate for each additional meeting hour beyond the standard meeting duration.	\$75.00 per person	
3	Standard Messages Fee.	\$50.00 per person	
4	Extended Messages Fee.	\$75.00 per person	
5	<b>Hourly Trainee/Assistant Rate.</b> 2-hour minimum guarantee. The hourly rate paid for each additional staff person, to provide all services as necessary and specified in the "Scope of Services." City authorization required to use a trainee/assistant in lieu of a video operator.	\$25.00 per person	
<b>AS-NEEDED SERVICES</b>			
5	Hourly Rate for Technician to perform additional services within the "Scope of Services" on an as-needed basis and upon request by the City during normal business hours. Examples: creating additional graphics beyond average-maximum, or assisting City Staff on any aspect of Channel operations outside of normal engagement periods	\$50.00 per person	
6	Hourly Rate for Video Technician to perform Services beyond the "Scope of Service" including but not limited to delivering equipment to repair site, install and uninstall equipment, building cable/wire as needed, re-configuration of system devices upon request	\$100.00 per person	
<b>EXTENDED MAINTENANCE SERVICES</b>			
7	Hourly Rate for Troubleshooting and Repairing Equipment beyond the "Scope of Services" and beyond "Periodic Maintenance" as is required and further specified	\$75.00 per person	
8	Required Hourly Minimums (2,3, 4 hours Minimum?)	two (2)	

## EXHIBIT B

### **Insurance Requirements**

Prior to the beginning of and throughout the duration of the Work, Vendor will maintain insurance in conformance with the requirements set forth below. Vendor will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, Vendor agrees to amend, supplement or endorse the existing coverage to do so. Vendor acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to City in excess of the limits and coverage required in this Agreement and which is applicable to a given loss, will be available to City.

Vendor shall provide the following types and amounts of insurance:

Commercial General Liability Insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than \$1,000,000 per accident. If Vendor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Vendor or Vendor employees will use personal autos in any way on this project, Vendor shall provide evidence of personal auto liability coverage for each such person.

Worker's Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident or disease.

Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the State of California and with an A.M. Bests rating of A- or better and a minimum financial size VII.

General conditions pertaining to provision of insurance coverage by Vendor. Vendor and City agree to the following with respect to insurance provided by Vendor:

1. Vendor agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds City, its officials, employees, servants, agents, and independent Vendors ("Agency indemnities"), using standard ISO endorsement No. CG 2010 with an edition prior to 1992. Vendor also agrees to require all contractors and subcontractors to do likewise.
2. No liability insurance coverage provided to comply with this Agreement shall prohibit Vendor, or Vendor's employees, or agents, from waiving the right of subrogation prior to a loss. Vendor agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractor's to do likewise.
3. All insurance coverage and limits provided by Vendor and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other Agreement relating to the City or its operations limits the application of such insurance coverage.
4. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.
5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or any contractor or subcontractor.
6. All coverage types and limits required are subject to approval, modification, and additional requirements by the City, as the need arises. Vendor shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.
7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Vendor's general liability policy, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other Agreement and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by Vendor or deducted from sums due Vendor, at City option.

8. Certificates are to reflect that the insurer will provide 30 days notice to City of any cancellation of coverage. Vendor agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.
9. It is acknowledged by the parties of this Agreement that all insurance coverage required to be provided by Vendor or any subvendor, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self insurance available to City.
10. Vendor agrees to ensure that subcontractors, and any other party involved with the project, who is brought onto or involved in the project by Vendor, provide the same minimum insurance coverage required of Vendor. Vendor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Vendor agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to City for review.
11. Vendor agrees not to self-insure or to use any self-insured retention or deductibles on any portion of the insurance required herein and further agrees that it will not allow any contractor, subcontractor, or other entity or person in any way involved in the performance of work on the project contemplated by this Agreement to self-insure its obligations to City. If Vendor's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At that time the City shall review options with the Vendor, which may include reduction or elimination of the deductible of self-insured retention, substitution of other coverage, or other solutions.
12. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Vendor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Vendor, the City will negotiate additional compensation proportional to the increased benefit to City.
13. For purposes of applying insurance coverage, only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.
14. Vendor acknowledges and agrees that any actual or alleged failure on the part of the City to inform Vendor of non-compliance with any insurance requirement in no

way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.

15. Vendor will renew the required coverage annually as long as City, or its employees or agents face an exposure from operations of any type pursuant to this Agreement. This obligation applies whether or not the Agreement is canceled or terminated for any reason. Termination of this obligation is not effective until City executes a written statement to that effect.
16. Vendor shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Vendor's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement is required in these specifications applicable to the renewing or new coverage must be provided to City within five days of the expiration of the coverages.
17. The provisions of any workers' compensation or similar act will not limit the obligations of Vendor under this agreement. Vendor expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its employees, officials, and agents.
18. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party of insured to be limiting or all-inclusive.
19. These insurance requirements are intended to be separate and distinct from any other provision in this Agreement and are intended by the parties here to be interpreted as such.
20. The requirements in this Section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.
21. Vendor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Vendor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to the City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There

shall be no recourse against City for payment of premiums or other amounts with respect thereto.

22. Vendor agrees to provide immediate notice to City of any claim or loss against Vendor arising out of the work performed under this agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.