

## **AGREEMENT FOR VIDEO PRODUCTION SERVICES**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between Merced County Association of Governments, a California joint powers authority within the meaning of Government Code Section 6500, et seq. (hereinafter referred to as "MCAG") and the City of Merced, a California Charter Municipal Corporation (hereinafter referred to as "City").

The parties hereto, in consideration of the mutual covenants hereinafter recited, hereby agree as follows:

1. **SCOPE OF SERVICES AND TERM.** The City agrees to perform all work necessary to complete, in a manner satisfactory to MCAG, those items described in Exhibit A – Scope of Services and incorporated herein by this reference as if set forth in full. The City shall diligently proceed with the work authorized and complete it in a timely manner. The term of this Agreement shall commence upon mutual execution of this Agreement and expire on December 31, 2025, unless terminated earlier pursuant to Section 4 of this Agreement.

2. **COMPENSATION.** For services performed pursuant to this Agreement, MCAG agrees to pay a rate of Four Hundred Fifty Dollars (\$450.00) per event. City shall be reimbursed no later than thirty (30) days following submission of a written, detailed billing acceptable to MCAG. Written billing must include details of tasks and/or work completed relevant to billing payment request.

3. **INSURANCE.** Each party shall be covered by insurance at the time of provision of services under this Agreement. MCAG's liability coverage shall be the primary coverage for any instance or claims of liability by any third parties. City's liability shall be secondary coverage.

4. **TERMINATION FOR CONVENIENCE.** This Agreement, notwithstanding anything to the contrary herein above or hereinabove set forth, may be terminated by either City or MCAG at any time without cause or legal excuse by providing the other party with fifteen (15) calendar days written notice of such termination.

Upon effective date of termination, MCAG shall have no further liability to City except for payment for actual services incurred during the performance hereunder. Such liability is limited to the time specified in said notice and for services not previously reimbursed by MCAG.

5. INDEMNIFICATION. To the fullest extent permitted by law, the parties agree to save, indemnify, defend, and hold harmless each other from any and all liability, claims, suits, actions, arbitration proceedings, administrative proceedings, and regulatory proceedings, losses, expenses, or any injury or damage of any kind whatsoever, whether actual, alleged or threatened, attorney fees, court costs, and any other costs of any nature without restriction incurred in relation to, as a consequence of, or arising out of, the performance of this Agreement, and attributable to the fault of the other. Following a determination of the percentage of fault and or liability by agreement between the parties or a court of competent jurisdiction, the party responsible for liability to the other will indemnify the other party to this Agreement for the percentage of liability determined.

6. OWNERSHIP OF DOCUMENTS. All documents, methodical explanations, computer programs, drawings, designs and reports generated as a result of work on this Agreement shall be the property of MCAG.

7. NOTICES. Any notices required to be given pursuant to this Agreement shall be deemed to have been given by their deposit, postage prepaid, in the United States Postal Service, address to the parties as follows:

MCAG: Stacie Dabbs, Executive Director  
Merced County Association of Governments  
369 West 18th Street  
Merced, CA 95340

City: City Clerk  
City of Merced  
678 West 18th Street  
Merced, CA 95340

Copy to  
City Attorney: City Attorney  
City of Merced  
678 West 18th Street  
Merced, CA 95340

8. INTEGRATION. This Agreement and Exhibit A represents the entire understanding of MCAG and City as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by MCAG and City.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first above written.

MERCED COUNTY ASSOCIATION  
OF GOVERNMENTS

BY: \_\_\_\_\_  
Stacie Dabbs  
Executive Director

CITY OF MERCED  
A California Charter Municipal  
Corporation

BY: \_\_\_\_\_  
City Manager

ATTEST:  
STEVE CARRIGAN, CITY CLERK

BY: \_\_\_\_\_  
Assistant/Deputy City Clerk

APPROVED AS TO FORM:

BY:  12-17-19  
City Attorney Date

ACCOUNT DATA:

BY: \_\_\_\_\_  
Verified by Finance Officer



## EXHIBIT A – SCOPE OF SERVICES

City will offer services to MCAG for broadcasting and recording any MCAG Board meetings held at the Merced City Hall Council Chambers. Following are the points of agreement concerning the services the City is to provide:

- City will provide video camera production and electronic media recording of MCAG Board meetings held in the Merced City Council Chambers.
- City will provided all necessary video equipment, cameras, audio and video switching equipment, cabling and video reproduction equipment, and personnel necessary to provide audio and video to recording equipment or to the cable television transmission systems, if “live feed” is requested, and the cable television transmission system is available at no cost to City.
- The “live feed” will transmit over the City of Merced Government Channel, which is broadcast on Comcast Cable Channel 96, AT&T U-Verse Channel 99, if available at no cost to City. If Comcast or AT&T becomes unavailable or if the City is unable to broadcast at no costs to Comcast or AT&T, City shall be relieved of this requirement.
- Any presentation files that will be displayed during the Board meetings are to be provided to City of Merced IT Staff at least one business day prior to the meeting.