

**THE CITY OF COALINGA  
PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made and entered into 11/01/2019 by and between the City of Coalinga (hereinafter "CITY"), and Josh Sexton (hereinafter "CONSULTANT").

WHEREAS the Consultant warrants and represents that they are trained and experienced in such service and can prepare and deliver high quality professional Video Production Services required of Consultant tot the City such within the time frame herein provided all in accordance with the terms and conditions of this Agreement.

**AGREEMENT**

NOW, THEREFORE, the parties hereby agree as follows:

**1. PPROJECTION COORDINATION**

A. CITY: The City Manager of the City of Coalinga shall be the representative of the City for all purposes under this Agreement and is hereby designated the Project Manager for the City and said Project Manager shall supervise all aspects of the progress and execution of this Agreement.

B. CONSULTANT: The Primary contact and Consultant representative for this project shall be Mr. Josh Sexton.

**2. SCOPE OF SERVICES**

Please see attachment "A".

**3. COMPENSATION**

Consultant agrees to undertake consultant services on behalf of the City for a fee of \$300/event or \$25.00 per hour for professional services other than event videography. Duplication and transcription services shall be charged at a rate of no less than \$12.00/tape/DVD/ Audio tape duplication, etc. Additional professional service charges may be attached for unusual or "real time" conversion such as police evidence video tapes etc. An event is defined as a meeting of Council, Budget Workshop, or any gathering where a video recording is made for the purpose of public information and/or the archival records of the City and City agencies, Billing shall occur on a monthly basis as work is completed.

**4. DUTIES OF CITY**

Provides all resources, which are necessary for carrying out the work outlined in this Agreement; subject to fiscal limitation of the City.

**5. TERMINATION**

A. Discretionary: Either party may terminate Agreement without cause upon thirty (30) days written notice mailed personally delivered to the other party.

B. Effect of Termination: Upon receipts of notice of termination, neither party shall incur additional obligations under any provision of this Agreement without prior

written consent of the other.

- C. Return of Documents: Upon termination, any and all City documents or materials provided to Consultant and any and all of Consultant's documents and materials prepared for or relating to the performance of its duties under this Agreement, shall be delivered to City as soon as possible, but not later than thirty (30) days after termination.

## 6. OWNERSHIP OF DOCUMENTS

The written documents and materials prepared by the Consultant in connection with the performance of its duties under this, Agreement, shall be the sole property of City. City may use said property for any purposes, including projects not contemplated by this Agreement.

## 7. ASSIGNABILITY

The parties agree that they shall not assign or transfer any interest in this Agreement nor the performance of any of their respective obligation hereunder, without the prior written consent of the other party, and any attempt to so assign this Agreement or any rights, duties or obligations arising, hereunder shall be void and of no effect.

## 8. NONDISCRIMINATION

Consultant shall not discriminate, in any way, against any person on the basis of age, sex, race, color, religion, ancestry, national origin or disability in connection with or related to the performance of its duties and obligations under this Agreement.

## 9. COMPLIANCE WITH ALL LAWS

Consultant shall observe and comply with all applicable federal, state and local laws, ordinances, codes and regulations, in the performance of its duties and obligations under this Agreement. Consultant shall perform all services under this Agreement in accordance with these laws, ordinances, codes and regulations. Consultant shall release, defend, indemnify and hold harmless City and its elected and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively) from any and all damages, liabilities, penalties, and fines, and all other consequences from any noncompliance or violation of any laws, ordinance, codes or regulations.

## 10. NO THIRD PARTY BENEFICIARIES

City and Consultant do not intend, by any provision of this Agreement, to create in any third party, and benefit or right owned by one party, under the terms and conditions of this Agreement, to the other party.

## 11. INDEMNIFICATION

Consultant agrees to indemnify and hold harmless the City and its elected and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively, "Indemnities") from any and all claims, demands, costs including without limitation costs and fees of litigation, losses and expenses, including attorney's fees, for damage to

property or injury including death to persons arising, or asserted to have arisen out of or in connection with any of the Consultant obligations contained in this agreement from the active or passive negligence or willful misconduct of the Consultant, its officers, agents, representatives, volunteers or employees whether sole or contributory in connection with the performance of this Agreement.

## 12. INSURANCE

Consultant further agrees to obtain and maintain, at its sole cost, liability insurance for any and all in full force and effect during the term of this Agreement insurance, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work provided by Consultant, its agents, representatives or employees in performance of this Agreement.

## 13. NOTICES

All notices and other communications required or permitted to be given under this Agreement, including any notice of change of address, shall be in writing and given by personal delivery, or deposited with the United States Postal Service, postage prepaid by addressed to the parties intended to be noticed. Notice shall be deemed given as of the date of personal delivery, or if mailed, three (3) days after deposited in the custody of the United States Postal Service. Notice shall be given as follows:

To City:	City of Coalinga Attn: Marissa Trejo, City Manager 155 W. Durian Avenue Coalinga, California 93210
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To Consultant:	Josh Sexton 575 Kimberly Place Coalinga, CA 93210
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## 14. INDEPENDENT CONTRACTOR

For the purposes, and for the duration, of this Agreement, Consultant, its officers, agents, and employees shall act in the capacity of an Independent Contractor, and not as an employee of the City. Consultant and City expressly intend and agree that the status of Consultant, its offices, agents and employees be that of an Independent Contract and not that of an employee of the City.

## 15. ENTIRE AGREEMENT-AMENDMENTS

The terms and conditions of this Agreement, all exhibits attached, and all documents incorporated by reference, represent the entire Agreement of the parties with respects to the subject matter of this Agreement. This written Agreement shall supersede any and all prior agreements, or written, regarding the subject matter between the Consultant and the City. No other agreements promise or statement, written or oral, relating to the subject matter of this Agreement, shall be valid or binding, except by way of a written amendment to this Agreement. The terms and conditions of this Agreement shall not be altered or modified except by a written amendment to this Agreement signed by the



Consultant and the City. If any conflicts arise between the terms and conditions of this Agreement, and the terms and conditions of the attached exhibits or the documents expressly incorporated by reference, the terms and conditions of this Agreement shall control.

16. WAIVERS

The waiver by either party of any breach or violation of any term, covenant or condition of this Agreement, or of any ordinance, law or regulation, shall not be deemed to be waived or any other term, covenant, condition, ordinance, law or regulation, or of any subsequent breach or violation of the same or other term, covenant, condition, ordinance, law or regulation. The subsequent acceptance by either party or any fee, performance, or other considerations, which may become due or owing under this Agreement shall not be deemed to be waived of any preceding breach or violation by the other party of any term, condition, covenant of this Agreement or any applicable law, ordinance or regulation.

17. APPLICABLE LAW

The law of the State of California shall govern this agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement.

CITY:  
City of Coalinga

CONSULTANT:  
Josh Sexton

By: \_\_\_\_\_  
Marissa Trejo, City Manager  
City of Coalinga

By: \_\_\_\_\_  
Josh Sexton, Consultant

## Attachment “A”

### Scope of Services:

#### 1. The consultant shall:

Create a video archive with audio of the meeting of the City Council and other agencies as specified and as specially requested (subject to availability of consultant). The consultant shall be empowered to create multiple simultaneous records of each meeting. These records may include; (1) live broadcast, (2) video taped material for delayed broadcast (3) DVD-R archive of the meeting for City Archives, and (4) DVD-R archive for the public library. These public records shall not be edited for content except for an exceptional circumstance, though they may be edited for time. Editing for time is defined as the effect of pausing the recording when a closed session or recess is called during a recording session. Editing for content is defined as the selective omission or deletion of program content. An exceptional situation may arise where a governing body wishes to convene in open session outside the operational range of the cameras, such as a street dedication or viewing a vehicle. In this rare instance the consultant may edit the recording for content by editing the recording for time.

Have key control of the facility and work with the City to insure that meeting facilities are properly opened and secured for events that the consultant is involved in.

Deliver broadcast and archival media in a timely way to the local cable television station and/or the city library.

Deliver archival media in a timely way to city administration upon receipt of a request for duplicated media.

Govern the use of and assist the city with the utilization of A/V equipment both on and off site. This may include, but is not limited to outdoor portable public address system use.

Cooperate with network media personnel, consultants, city staff and media specialists of other governmental agencies to insure the smooth and effective presentation of information and/or the transfer of information subject to the conditions of use, as determined by City policy.

Work with City staff to give advice/consent and expertise to staff in those areas of communication that are related to the consultant's area of expertise.

Advise the City and make recommendations for purchases of A/V related items.

2. Additionally, the consultant may:

Produce public service announcements (PSA's), for the benefit of the viewing public at his discretion and at the request of the City or qualified non-profit organizations. These shall be run either as additional video content on the archival recordings, or as an independent video feed from a computerized character generator at the Cable TV station. The consultant will consult with the City on any issue which the consultant deems it necessary in order to protect the interests of the City and the CATV provider. Issues arising from acts of omission or commission shall be taken under review and resolved appropriately by the consultant and an agent from either/or the City and either/or the CATV operator.