

PUBLIC COMMUNICATION MEMORANDUM
#08-01

September 11, 2008

TO: Honorable Mayor Kathleen M. Novak and City Council Members

FROM: David Allen, Acting City Manager *DA*
Celeste Olinger, Public Communications Manager *CO*

SUBJECT: CR-134 Addendum for videotaping City Council Meetings and Study Sessions

RECOMMENDATION:

Attached to this memorandum is a resolution, which if approved, would authorize the Mayor to execute an Addendum to a Professional Services Agreement with Image Audiovisual to allow for the videotaping of both City Council Meetings and Study Sessions through December 2009. The total, not to exceed the amount of the amended professional services agreement, would be \$40,000 per year. Staff recommends approval of this proposed contract change.

BACKGROUND:

On August 24, 2006, the City entered into a Professional Services Agreement with Image Audiovisual for the videotaping of City Council meetings. The original professional services agreement allowed the City three one-year renewal options contingent upon budget approval. Upon expiration of this agreement in 2009, the City will re-issue a request for proposal for this service.

The initial budget allocation was \$20,000 and allowed for the videotaping of City Council meetings, only. Study Sessions were not taped prior to April 2007 when Council requested the videotaping of combined Study Session/City Council Meetings. As budget study began in August 2007, it was decided by Council that Study Sessions would occur on the first and third Thursdays of the month, on an as-needed basis. Thereafter, the videotaping of Study Sessions continued.

At the time this professional agreement was issued, this contract was within the City Manager's spending authority. Council approval is necessary to amend the agreement from \$20,000 to \$40,000 per year, as the addendum to this professional services agreement would exceed the City Manager's spending authority. This addendum will align this agreement with the fiscal year and allow City Council the option of continuing the videotaping of two City Council meetings and two Study Sessions per month.

BUDGET/TIME IMPLICATIONS:

Public Communications will reallocate financial resources to fulfill this contract obligation through 2008 and amend the 2009 budget as necessary.

STAFF REFERENCE:

If Council Members have any comments or questions they may contact Celeste Olinger, Public Communications Manager, at 303-450-8713 or colinger@northglenn.org.

SPONSORED BY: MAYOR NOVAK

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-134
Series of 2008

Series of 2008

A RESOLUTION APPROVING THE FIRST ADDENDUM TO THE AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF NORTHGLENN AND IMAGE AUDIOVISUAL

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTHGLENN, COLORADO, THAT:

Section 1. The First Addendum to Agreement for Professional Services between the City of Northglenn and Image Audiovisual, attached hereto as **Exhibit 1**, is hereby approved and the Mayor is authorized to execute same on behalf of the City.

DATED at Northglenn, Colorado, this ____ day of _____, 2008.

SHERI L. PAIZ
Mayor Pro Tem

ATTEST:

JOHANNA SMALL, CMC
Acting City Clerk

APPROVED AS TO FORM:

COREY Y. HOFFMANN
City Attorney

FIRST ADDENDUM TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS FIRST ADDENDUM TO AGREEMENT FOR PROFESSIONAL SERVICES is made and entered into this _____ day of _____, 2008, by and between the City of Northglenn and Image Audiovisual (hereinafter referred to as "Consultant").

RECITALS:

- A. On August 24, 2006, the City and Consultant entered into an Agreement for Professional Services for videotaping City Council meetings (the Agreement).
- B. The parties desire to supplement the Agreement with this Addendum #1 to allow for the videotaping of Study Sessions that were not included in the original scope of services.

AGREEMENT

NOW, THEREFORE, it is hereby agreed that for the consideration hereinafter set forth, that Consultant shall provide to the City, professional services as needed in the manner provided in the Agreement.

- 1. The Scope of Services in the Agreement in hereby supplemented to include the additional scope of services attached hereto as **Exhibit A** (the "Additional Scope of Services"). Consultant shall commence work on the Additional Scope of Services immediately following execution of this Agreement by the City and Contractor.
- 2. The Amount of Compensation in the Agreement in hereby supplemented to include the additional compensation attached hereto as **Exhibit B**.
- 3. Subparagraph a. of Article IV entitled "Compensation" is hereby amended to reflect the following:
 - a. In consideration for the completion of the Additional Scope of Services specified herein by the Consultant, the City shall pay the Consultant as follows:
 - 1. An additional amount not to exceed \$20,000 for the time period commencing September 12, 2008, and continuing through December 31, 2008; and
 - 2. The amount of \$40,000 for the budget year 2009, expiring on December 31, 2009.
- 4. Consistent with Article X, Section 20 of the Colorado Constitution, any financial obligations of the City not to be performed during the current fiscal year are subject to annual appropriation.
- 5. The original Agreement is in full force and effect and is hereby ratified by the City and the Consultant. The original Agreement and this Addendum constitutes all of the agreements between the City and the Consultant.

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in duplicate.

CITY OF NORTHGLENN

By: _____
Kathleen M. Novak, Mayor


ATTEST:

Johanna Small, Acting City Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann, City Attorney

CONSULTANT:

By:  _____
Scott Collinsworth
Print Name

Director of Sales
Title 9/4/08
Date

ATTEST:

By: _____

Print Name

Title Date

Exhibit A
IFB-2006-09

ADDITIONAL SCOPE OF SERVICE

In addition to the original scope of services of the Professional Services Agreement dated August 24, 2006, the City of Northglenn is retaining the services of contract labor to facilitate the videotaping of Study Sessions.

Study Sessions are held on the first and third Thursdays of the month, on an as-needed basis.

Meetings are held at Northglenn City Hall in Council Chambers 11701 Community Center Drive, Northglenn, CO.

Exhibit B
IFB-2006-09

AMOUNT OF COMPENSATION

Videotaping costs for each City Council Meeting shall remain \$800.00 per meeting.

Study Sessions videotaping cost is \$800.00 per meeting and will be scheduled on an as-needed basis.

Videotaping cost of a combined Study Session and City Council Meeting is \$1,000.00 per meeting.

There is a delivery and transportation cost of \$50.00 per City Council Meeting or Study Session.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this 24th day of August, 2006, by and between the City of Northglenn, State of Colorado (hereinafter referred to as the "City") and Image Audiovisual (hereinafter referred to as "Consultant").

RECITALS:

A. The City requires professional services.

B. Consultant has held itself out to the City as having the requisite expertise and experience to perform the required work for the Project.

NOW, THEREFORE, it is hereby agreed for the consideration hereinafter set forth, that Consultant shall provide to the City, professional consulting services for the Project.

I. SCOPE OF SERVICES

Consultant shall furnish all labor and materials to perform the work and services required for the complete and prompt execution and performance of all duties, obligations, and responsibilities for the Project which are described or reasonably implied from **Exhibit A** which is attached hereto and incorporated herein by this reference.

II. THE CITY'S OBLIGATIONS/CONFIDENTIALITY

The City shall provide Consultant with reports and such other data as may be available to the City and reasonably required by Consultant to perform hereunder. No project information shall be disclosed by Consultant to third parties without prior written consent of the City or pursuant to a lawful court order directing such disclosure. All documents provided by the City to Consultant shall be returned to the City. Consultant is authorized by the City to retain copies of such data and materials at Consultant's expense.

III. OWNERSHIP OF WORK PRODUCT

The City acknowledges that the Consultant's work product is an instrument of professional service. Nevertheless, the products prepared under this Agreement shall become the property of the City upon completion of the work.

IV. COMPENSATION

A. In consideration for the completion of the services specified herein by Consultant, the City shall pay Consultant an amount not to exceed twenty thousand dollars (\$20,000). Payment shall be made in accordance with the schedule of charges in **Exhibit B** which is attached hereto and incorporated herein by this reference. Invoices will be itemized and include hourly breakdown for all personnel and other

charges. The maximum fee specified herein shall include all fees and expenses incurred by Consultant in performing all services hereunder.

B. Consultant may submit monthly or periodic statements requesting payment. Such request shall be based upon the amount and value of the work and services performed by Consultant under this Agreement except as otherwise supplemented or accompanied by such supporting data as may be required by the City.

1. All invoices, including Consultant's verified payment request, shall be submitted by Consultant to the City no later than the twenty-fourth (24th) day of each month for payment pursuant to the terms of this Agreement. In the event Consultant fails to submit any invoice on or before the twenty-fourth (24th) day of any given month, Consultant defers its right to payment pursuant to said late invoice until the twenty-fourth (24th) day of the following month.
2. Progress payments may be claimed on a monthly basis for reimbursable costs actually incurred to date as supported by detailed statements, including hourly breakdowns for all personnel and other charges. The amounts of all such monthly payments shall be paid within thirty (30) days after the timely receipt of invoice as provided by this Agreement.

C. The City has the right to ask for clarification on any Consultant invoice after receipt of the invoice by the City.

D. In the event payment for services rendered has not been made within forty-five (45) days from the receipt of the invoice for any uncontested billing, interest will accrue at the legal rate of interest. In the event payment has not been made within ninety (90) days from the receipt of the invoice for any uncontested billing, Consultant may, after giving seven (7) days written notice and without penalty or liability of any nature, suspend all work on all authorized services specified herein. In the event payment in full is not received within thirty (30) days of giving the seven (7) days written notice, Consultant may terminate this Agreement. Upon receipt of payment in full for services rendered, Consultant will continue with all authorized services.

E. Final payment shall be made within sixty (60) calendar days after all data and reports (which are suitable for reproduction and distribution by the City) required by this Agreement have been turned over to and approved by the City and upon receipt by the City of Consultant's certification that services required herein by Consultant have been fully completed in accordance with this Agreement and all data and reports for the Project.

V. COMMENCEMENT AND COMPLETION OF WORK

Within seven (7) days of receipt from the City of a Notice to Proceed, Consultant shall commence work on all its obligations as set forth in the Scope of Services or that portion of such obligations as is specified in said Notice. Except as may be changed in writing by the City, the Project shall be complete and Consultant shall furnish the City the specified deliverables as provided in Exhibit A.

VI. CHANGES IN SCOPE OF SERVICES

A change in the Scope of Services shall constitute any material change or amendment of services or work which is different from or additional to the Scope of Services specified in Section I of this Agreement. No such change, including any additional compensation, shall be effective, or paid unless authorized by written amendment executed by the City. If Consultant proceeds without such written authorization, then Consultant shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum meruit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the City shall have the authority to enter into any changes or modifications, either directly or implied by a course of action, relating to the terms and scope of this Agreement.

VII. PROFESSIONAL RESPONSIBILITY

A. Consultant hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.

B. The work performed by Consultant shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community.

C. Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by Consultant under this Agreement. Consultant shall, without additional compensation, correct or resolve any errors or deficiencies in his designs, drawings, specifications, reports, and other services, which fall below the standard of professional practice, and reimburse the City for construction costs caused by errors and omissions which fall below the standard of professional practice.

D. Approval by the City of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve Consultant of responsibility for technical adequacy of the work. Neither the City's review, approval or acceptance of, nor payment for, any of the services shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Consultant shall be and remain liable in accordance with applicable performance of any of the services furnished under this Agreement.

E. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.

VIII. COMPLIANCE WITH LAW

The work and services to be performed by Consultant hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

IX. INDEMNIFICATION

Consultant agrees to indemnify and hold harmless the City, its officers, employees, and insurers, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the negligent act, omission, error, professional error, mistake, negligence, or other fault of Consultant, any subconsultant of Consultant, or any officer, employee, representative, or agent of Consultant or of any subconsultant of Consultant, or which arise out of any workmen's compensation claim of any employee of Consultant or of any employee of any subconsultant of Consultant. Consultant agrees to investigate, handle, respond to, and to provide defense for and defend against any such liability, claims or demands at the sole expense of Consultant, or at the option of the City, agrees to pay the City or reimburse the City for the defense costs incurred by the City in connection with, any such liability, claims, or demands. Consultant also agrees to bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims, or demands alleged are groundless, false, or fraudulent. If it is determined by the final judgment of a court of any competent jurisdiction that such injury, loss, or damage was caused in whole or in part by the act, omission, or other fault of the City, its officers, or its employees, the City shall reimburse Consultant for the portion of the judgment attributable to such act, omission, or other fault of the City, its officers, or employees.

X. INSURANCE

A. Consultant agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Consultant pursuant to paragraph A. above. Such insurance shall be in addition to any other insurance requirements imposed by this Agreement or by law. Consultant shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to Section IX. Indemnification, above, by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

B. Consultant shall procure and maintain, and shall cause any subconsultant of Consultant to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by Consultant pursuant to Section IX. Indemnification, above. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. Workmen's compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of five hundred thousand dollars (\$500,000) each accident, one million dollars (\$1,000,000) disease - policy limit, and one million dollars (\$1,000,000) disease - each employee. Evidence of qualified self-insured status may be substituted for the workmen's compensation requirements of this paragraph.
2. Commercial general liability insurance with minimum combined single limits of six hundred thousand (\$600,000) each occurrence and one million dollars (\$1,000,000) general aggregate. The policy shall be applicable to all premises and

operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision.

3. Professional liability insurance with minimum limits of six hundred thousand dollars (\$600,000) each claim and one million dollars (\$1,000,000) general aggregate.
4. The policy required by paragraph 2. above shall be endorsed to include the City and the City's officers, employees, and consultants as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the City, its officers, its employees, or its consultants shall be excess and not contributory insurance to that provided by Consultant. No additional insured endorsement to the policy required by paragraph 1. above shall contain any exclusion for bodily injury or property damage arising from completed operations. Consultant shall be solely responsible for any deductible losses under any policy required above.
5. The certificate of insurance provided for the City shall be completed by Consultant's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by the City prior to commencement of the Agreement. No other form of certificate shall be used. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the City. The completed certificate of insurance shall be sent to:
City of Northglenn
11701 Community Center Drive
Northglenn, Colorado 80233-8061
Attn: _____
6. Failure on the part of Consultant to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of agreement upon which the City may immediately terminate this Agreement, or at its discretion, the City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Consultant to the City upon demand, or the City may offset the cost of the premiums against any monies due to Consultant from the City.
7. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.
8. The parties hereto understand and agree that the City, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently one hundred fifty thousand dollars

(\$150,000) per person and six hundred thousand dollars (\$600,000) per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Colo. Rev. Stat. §24-10-101 et seq., 10 Colo. Rev. Stat., as from time to time amended, or otherwise available to the City, its officers, or its employees.

XI. NON-ASSIGNABILITY

Neither this Agreement, nor any of the rights or obligations of the parties hereto, shall be assigned by either party without the written consent of the other.

XII. TERMINATION

This Agreement shall terminate at such time as the work in Section I is completed and the requirements of this Agreement are satisfied, or upon the City's providing Consultant with seven (7) days advance written notice, whichever occurs first. In the event the Agreement is terminated by the City's issuance of said written notice of intent to terminate, the City shall pay Consultant for all work previously authorized and completed prior to the date of termination. If, however, Consultant has substantially or materially breached the standards and terms of this Agreement, the City shall have any remedy or right of set-off available at law and equity. If the Agreement is terminated for any reason other than cause prior to completion of the Project, any use of documents by the City thereafter shall be at the City's sole risk, unless otherwise consented to by Consultant.

XIII. CONFLICT OF INTEREST

The Consultant shall disclose any personal or private interest related to property or business within the City. Upon disclosure of any such personal or private interest, the City shall determine if the interest constitutes a conflict of interest. If the City determines that a conflict of interest exists, the City may treat such conflict of interest as a default and terminate this Agreement.

XIV. VENUE

This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in the County of Adams, State of Colorado.

XV. INDEPENDENT CONTRACTOR

Consultant is an independent contractor. Notwithstanding any provision appearing in this Agreement, all personnel assigned by Consultant to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Consultant for all purposes. Consultant shall make no representation that it is the employee of the City for any purposes.

XVI. NO WAIVER

Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the City shall not constitute a waiver of any of the other terms or obligation of this Agreement.

XVII. ENTIRE AGREEMENT

This Agreement and the attached Exhibits A and B is the entire Agreement between Consultant and the City, superseding all prior oral or written communications. None of the provisions of this Agreement may be amended, modified, or changed, except as specified herein.

XVIII. NOTICE

Any notice or communication between Consultant and the City which may be required, or which may be given, under the terms of this Agreement shall be in writing, and shall be deemed to have been sufficiently given when directly presented or sent pre-paid, first class United States Mail, addressed as follows:

The City: City of Northglenn
11701 Community Center Drive
Northglenn, Colorado 80233-8061

Consultant: Image Audiovisuals
2130 S. Dahlia Street
Denver, Co 80222

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in duplicate.

CITY OF NORTHGLENN, COLORADO

By: Steve Zoet

Name: Steve Zoet

Title: Interim City Manager

ATTEST:

Diana L. Lentz
for Diana L. Lentz, City Clerk

APPROVED AS TO FORM:

Cory Hoff
City Attorney

CONSULTANT

By: [Signature]
Director of Sales 8/21/06
Title Date

ATTEST:

Cecilia Flores
Public Comm 8/21/06
Title Date

Exhibit A

IFB-2006-09

VIDEOTAPING OF CITY COUNCIL MEETINGS

I. PROJECT BACKGROUND AND DESCRIPTION

The City of Northglenn is retaining the services of contract labor to facilitate the "live" video coverage of Northglenn City Council meetings. These meetings are held on the second and fourth Thursday of each month with meetings beginning at 7:00 p.m. at Northglenn City Hall in Council Chambers.

II. SCOPE OF WORK

The awarded vendor shall provide applicable services consisting of, but not limited to, the following:

- A. The City of Northglenn wishes to pay a flat fee for each City Council meeting produced, regardless of the length of the meeting.
- B. Perform pre-production setup, including lighting, audio and technical preparation necessary to meet current production standards for broadcast programming.
- C. Provide a camera operator.
- D. Produce show opening, closings and transitioning segments to include the City's logo and graphics.
- E. The successful applicant will record the time stamp at the beginning of each agenda item so that meeting can be indexed for video streaming on the City's website.
- F. Provide the City with one master copy DVD format and (5) additional DVD copies of the final edited monthly Eye On Northglenn program.

III. PROJECT COORDINATION & ADMINISTRATION

The project administrator will be responsible for the administration of the project regarding compliance with and interpretation of scope, schedule and budget as it pertains to the production of the monthly program.

The project administrator for this project is, Celeste Flores, Public Communications Manager.

IV. TIMEFRAME

Per RFP, the City has identified media professionals capable of videotaping City Council meetings for a term no less than one (1) year, with three (3) one-year renewal options. Video contract services extensions and renewals are contingent upon yearly budget approval.

Exhibit B

Video taping costs for taping each City Council meeting is \$800.00 per meeting or \$1,600 per month, based upon established Council meeting calendar.

All video charges will be itemized and invoiced monthly.

Payment is and due upon receipt



8/28/07

City of Northglenn
Accounts Payable
11701 Community Center Drive
Northglenn, CO 80233
303-451-8326

To whom it may concern:

We currently have a contract with the City of Northglenn, and have had that same contract for the past year. We are looking forward to continuing to service the City of Northglenn for their video production needs. We would like to extend the current contract for an additional year.

Please let me know if you have any questions concerning the contract. I can be reached at 303-758-1818. Thank you very much for your time and continued support.

Scott Collinsworth
Director of Sales, Rental & Staging
Image Audiovisuals
2130 S. Dahlia Street.
Denver Co 80222
303-758-1818
scollinsworth@imageav.com