

PUBLIC COMMUNICATION MEMORANDUM
#10-01

May 27, 2010

TO: Honorable Mayor Joyce Downing and City Council Members

FROM: William Simmons, City Manager *WS*
Celeste Olinger, Public Communications Manager *C.O.*

SUBJECT: CR-82 Contract for videotaping City Council Meetings and Study Sessions

RECOMMENDATION:

Attached to this memorandum is a resolution, which if approved, would authorize the City Manager to execute a Professional Services Agreement with First Light Video Production, Inc. to provide the videotaping of City Council Meetings and Study Sessions. The total of the Professional Service Agreement would not exceed the amount of \$16,800 per year. This is a decrease of \$24,000 from the current videotaping contract.

Acceptance of the contract complies with Council Goals and Objectives including Fiscally Responsible Government by reducing overall costs by \$24,000 and Community Governance with Civic Partnerships, Objective #4 Better Informed Citizens About the City and the Northglenn Community Through Effective Communication.

Staff recommends approval of this proposed contract.

BACKGROUND:

Bids for the videotaping contract were presented at the previous May 13, City Council meeting. Questions were presented as to the adequacy of the low bid due to the fact that the bid was not presented at a flat rate. Council sent the agenda item back to staff for further review and consideration.

Upon staff's further review of whether the bid was "responsive" taking into account that the bid instructions indicated a "flat rate" was sought, staff's recommendation is to select the lowest responsive bid, meaning the lowest bid that proposed a flat rate in accordance with the instructions.

As a result, staff rejected the low bid and conducted due diligence on the second low bid.

Staff recommends the City should continue to provide in house flash-encoding service.

Reference checks were conducted on the second lowest bidder, First Light Video, and reference information reflects contract performance adequate to meet the bid proposal. References are attached for Council review.

In response to council questions regarding the vendor's back up, attached is a work plan submitted by the vendor to address council's concern.

BUDGET/TIME IMPLICATIONS:

Funding for the project is included in Public Communication's Budget and the low bid is acceptable and well within the budgeted amount set at \$41,000 per year and again would fund (2) monthly City Council meetings and (2) study sessions.

Project funding is included in the budget category of Professional Services account #10-15-1000-61100 to fulfill this contract obligation through 2010 as necessary. Again, the execution of this professional service agreement would mean a \$24,000 cost savings for the city.

If the contract is accepted, staff will monitor the quality of work and work with the contractor to improve or enhance the work products as needed or required and as stated in the scope of work.

STAFF REFERENCE:

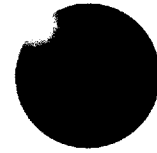
If Council Members have any comments or questions they may contact Celeste Olinger, Public Communications Manager, at 303-450-8713 or colinger@northglenn.org.

**Reference Check
IFB 2010 -12**

Project: Videotaping of Council and Study Session Meetings
 Contractor: First Light Video
 Date: May 18, 2010

Client List	Contact	Phone Number	Projects	Comments
Greenwood Village	Melissa Gallegos	303-486-5749	Contracted for all aspects of video production for Greenwood Village Channel 8. Shoots and edits video packages for departments within the organization.	Has provided service to the city over the past several years. He is reliable, professional and provides a quality work product.
Adams County	Ruth Kedzior Kathy Spinella	303-654-6100 303-654-8004	Adams County Year in Review Open Space Grant Video	Long history with the county for listed projects. Easy to work with and is professional, accommodating, and reliable.
Christopherson & Co. Marketing	Dan Christopherson	303-779-4920	Responsible for videotaping projects for the E-470 Highway Authority and Adams County Economic Development	Worked with him since 2002 with a variety of projects. Receive a quality product for a good value. Knowledge-able, reliable and just a delight to work with.
Hanna Design	Cindy Hanna	303-770-2119	Audio and Video Production for Western Union 1 st Data Corp & Pinnacle Insurance	Quality work product, dependable, responsive and talented at an excellent value. Highly recommended.

FIRST LIGHT VIDEO PRODUCTIONS, INC.



Olivier Piroué, President
5400 Greenwood Plaza Blvd. Suite A
Greenwood Village, CO 80111
Tel: 720.261.2343 Fax: 303.221.7877
olivier@firstlightvideo.net

Celeste Olinger,
Public Communications Manager
City of Northglenn

Ms. Olinger,

Thank you for your inquiry. First Light Video Productions is looking forward in assisting you and your staff with video coverage of your City Council Meetings and Study Sessions.

We will provide one videographer at your disposal every Thursday evening and will arrive no less than ½ hour before the start of each meeting.

- (1) Camera will be set up and ready to roll 10 minutes prior to meetings and study sessions.

The camera will be wired to your audio sound system, additional lighting will be used if needed. Upon completion of capturing video of your meeting, we will then insert a program introduction along with a date and title graphic. Once the edit is complete we will encode a master DVD and three additional DVD copies for playback and archiving proposes.

An additional videographer will be available and shall be trained in the production of council meetings and study sessions in case the primary videographer cannot make it.

The master and DVDs shall be delivered by courier to you no later the 4:30 p.m. on the following Monday.

Estimated production times would be as follows:

City Council Meetings: Arrival and set up between 6 to 7pm
Video Capture 7 p.m. until meeting finish
Breakdown ½ hr.

City Council Study Sessions: Arrival and set up between 5 to 6pm
Video Capture 6 p.m. until meeting finish
Breakdown ½ hr.

Capture and editing 2hrs-4 hrs
DVD Conversion with chapter points and delivery 2-4 hrs

Videotaping IFB 2010 - 12 Bid Analysis

	Council Mtg. Cost	Study Session	24 CC. Mtgs.	24 SS Mtgs	Total Bid Cost	Bid Order	Mthly Flash	Annual Flash	Total Bid w/Flash
VS Video Productions	340	340	\$8,160	\$8,160	\$16,320	1			
First Light Video	400	300	\$9,600	\$7,200	\$16,800	2			
Creative Touch Video	500	500	\$12,000	\$12,000	\$24,000	3			
Media Pro	525	525	\$12,600	\$12,600	\$25,200	4			
Image Audio Visual	550	550	\$13,200	\$13,200	\$26,400	5			
Clear Image Media	650	650	\$15,600	\$15,600	\$31,200	6			
1321 Studios	650	650	\$15,600	\$15,600	\$31,200	6			
Phoenix Visual Arts	725	725	\$17,400	\$17,400	\$34,800	8			
360 Media	890	890	\$21,360	\$21,360	\$42,700	9			
Aittila JR Inc.	1,525	800	\$36,600	\$19,200	\$55,800	10			
Imagine That Entertainment	2,100	2,100	\$50,400	\$50,400	\$100,800	11			
VS Video Productions	340	340	\$8,160	\$8,160	\$16,320	1	340	\$4,080	\$20,400
First Light Video	400	300	\$9,600	\$7,200	\$16,800	2	600	\$7,200	\$24,000
Creative Touch Video	500	500	\$12,000	\$12,000	\$24,000	2	0	0	\$24,000
Media Pro	525	525	\$12,600	\$12,600	\$25,200	5	200	\$2,400	\$27,600
Image Audio Visual	550	550	\$13,200	\$13,200	\$26,400	4	0	0	\$26,400
Clear Image Media	650	650	\$15,600	\$15,600	\$31,200	5	175	\$2,100	\$33,300
1321 Studios	650	650	\$15,600	\$15,600	\$31,200	7	200	\$2,400	\$33,600
Phoenix Visual Arts	725	725	\$17,400	\$17,400	\$34,800	8	300	\$3,600	\$38,400
360 Media	890	890	\$21,360	\$21,360	\$42,700	9	600	\$7,200	\$49,900
Aittila JR Inc.	1,525	800	\$36,600	\$19,200	\$55,800	10	300	\$3,600	\$59,400
Imagine That Entertainment	2,100	2,100	\$50,400	\$50,400	\$100,800	11	400	\$4,800	\$105,600

SPONSORED BY: MAYOR DOWNING

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-82
Series of 2010

Series of 2010

A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF NORTHGLENN AND FIRST LIGHT VIDEO PRODUCTION, INC. FOR THE VIDEOTAPING OF CITY COUNCIL MEETINGS

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

Section 1. The Professional Services Agreement between the City of Northglenn and First Light Video Production, Inc., attached hereto, in the amount not to exceed \$16,800.00 for the videotaping of City Council meetings is hereby approved and the Mayor is authorized to execute same on behalf of the City of Northglenn.

DATED at Northglenn, Colorado, this ____ day of _____, 2010.

SUSAN CLYNE
Mayor Pro Tem

ATTEST:

JOHANNA SMALL, CMC
City Clerk

APPROVED AS TO FORM:

COREY Y. HOFFMANN
City Attorney

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this _____ day of _____, 2010, by and between the City of Northglenn, State of Colorado (hereinafter referred to as the "City") and First Light Video, Inc. (hereinafter referred to as "Contractor").

RECITALS:

A. The City requires professional services.

B. Contractor 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 Contractor shall provide to the City, professional consulting services for the Project.

I. SCOPE OF SERVICES

Contractor 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 Contractor with reports and such other data as may be available to the City and reasonably required by Contractor to perform hereunder. No project information shall be disclosed by Contractor 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 Contractor shall be returned to the City. Contractor is authorized by the City to retain copies of such data and materials at Contractor's expense.

III. OWNERSHIP OF WORK PRODUCT

The City acknowledges that the Contractor'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 Contractor, the City shall pay Contractor an amount not to exceed sixteen thousand eight hundred dollars (\$16,800). 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 Contractor in performing all services hereunder.

B. Contractor 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 Contractor under this Agreement except as otherwise supplemented or accompanied by such supporting data as may be required by the City.

1. All invoices, including Contractor's verified payment request, shall be submitted by Contractor 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 Contractor fails to submit any invoice on or before the twenty-fourth (24th) day of any given month, Contractor 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 Contractor 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, Contractor 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, Contractor may terminate this Agreement. Upon receipt of payment in full for services rendered, Contractor 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 Contractor's certification that services required herein by Contractor 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, Contractor 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 Contractor 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 Contractor proceeds without such written authorization, then Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit 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. Contractor 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 Contractor 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. Contractor 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 Contractor under this Agreement. Contractor 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 Contractor 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 Contractor 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. ILLEGAL ALIENS

A. Certification. By entering into this Agreement, Contractor hereby certifies that, at the time of this certification, it does not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that Contractor will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement.

B. Prohibited Acts. Contractor shall not:

1. Knowingly employ or contract with an illegal alien to perform work under this Agreement; or

2. Enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

C. Verification.

1. Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.

2. Contractor shall not use the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

3. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien who is performing work under the Agreement, Contractor shall:

a. Notify the subcontractor and the City within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien who is performing work under the Agreement; and

b. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph (a) hereof, the subcontractor does not stop employing or contracting with the illegal alien who is performing work under the Agreement; except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien who is performing work under the Agreement.

D. **Duty to Comply with Investigations.** Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Contractor is complying with the terms of this Agreement.

E. If Contractor does not currently employ any employees, Contractor shall sign the NO Employee Affidavit attached hereto.

F. If Contractor wishes to verify the lawful presence of newly hired employees who perform work under the Agreement via the Department Program, Contractor shall sign the Department Program Affidavit attached hereto.

IX. INDEMNIFICATION

The Contractor, to the fullest extent permitted by law, shall defend, indemnify and hold harmless the City, its officers, employees, agents and their insurers, from the 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 or any other loss of any kind whatsoever, which arises out of or is in any manner connected with this Contract, to the extent that such injury, loss or damage is attributable to the act, omission, error, professional error, mistake, negligence or other fault of the Contractor, the Contractor's employees, subcontractors or anyone else employed directly or indirectly by the Contractor, Contractor's employees or subcontractor.

The Contractor, to the fullest extent permitted by law, shall defend, investigate, handle, respond and provide defense for and defend against any such liability, claims or demands at the sole expense of the Contractor, or at the option of the City, Contractor agrees to pay the City or reimburse the City for defense costs incurred by the City in connection with any such liability, claims, or demands. The Contractor, to the fullest extent permitted by law, shall defend and bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not such liability, claims or demands alleged are groundless, false or fraudulent.

This indemnification provision is intended to comply with C.R.S. § 13-21-111.5(6), as amended, and shall be read as broadly as permitted to satisfy that intent.

X. INSURANCE

A. The Contractor agrees to obtain and maintain during the life of this Contract, a policy or policies of insurance against all liability, claims, demands, and other obligations assumed by Contractor pursuant to Section IX. above. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to Section IX above, by reason of its failure to obtain or maintain during the life of this Contract insurance in sufficient amounts, durations, or types.

B. Contractor shall obtain and maintain during the life of this Contract, and shall cause any subcontractor to obtain and maintain during the life of this Contract, the minimum insurance coverages listed below. Such coverages shall be obtained 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 the Contractor pursuant to Section IX. 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 Contract, and Employer's Liability insurance with minimum limits of five hundred thousand dollars (\$500,000) each accident, five hundred thousand dollars (\$500,000) disease - policy limit, and five hundred thousand dollars (\$500,000) disease - each employee.

2. General Public liability insurance to be written with a limit of liability of not less than one million dollars (\$1,000,000) for all damages arising out of bodily injury, personal injury (including coverage for employee and contractual acts,) including death, at any time resulting therefrom, sustained by any one person and not less than two million (\$2,000,000) for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by two or more persons in any one accident. This policy shall also include coverage for blanket contractual and independent contractor risks. The limits of General Public Liability Insurance for broad form property damage (including products and completed operations) shall not be less than one million dollars (\$1,000,000) for all damages arising out of injury to or destruction of property in any one (1) accident and not less than two million dollars (2,000,000) for all damages arising out of injury to, or destruction of property, including the City's property, during the policy period. The General Public Liability Insurance policy shall include coverage for explosion, collapse and underground hazards. 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. To the extent that liability results from the acts or omissions of the Contractor, the policy required by paragraph 2 above shall be endorsed to include the City and the City's officers, employees, and subcontractors as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the City, its officers, its employees, or its Contractors shall be excess and not contributory insurance to that provided by Contractor. No additional insured endorsement to the policy required by

paragraph 1 shall contain any exclusion for bodily injury or property damage arising from completed operations. Contractor 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 Contractor'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. If the City is named as an additional insured on any policy which does not allow for the automatic addition of additional insureds, the Contractor's insurance agent shall also provide a copy of all accompanying endorsements recognizing the City as an additional insured. 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
Attn:
11701 Community Center Drive
Northglenn, Colorado 80233-8061

6. Failure on the part of Contractor 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 Contractor to the City upon demand, or the City may offset the cost of the premiums against any monies due to Contractor 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.*, 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 Contractor 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 Contractor for all

work previously authorized and completed prior to the date of termination. If, however, Contractor 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 Contractor.

XIII. CONFLICT OF INTEREST

The Contractor 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

Contractor is an independent contractor. Notwithstanding any provision appearing in this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor 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 Contractor 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. SUBJECT TO ANNUAL APPROPRIATION

Consistent with Article X, Section 20 of the Colorado Constitution, any financial obligations the City not to be performed during the current fiscal year are subject to annual appropriation, and thus any obligations of the City hereunder shall extend only to monies currently appropriated and shall not constitute a mandatory charge, requirement or liability in any ensuing fiscal conflicting provisions in the Agreement establishing any monetary obligation beyond the current fiscal year.

XIX. NOTICE

Any notice or communication between Contractor 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

Contractor: First Light Video Productions, Inc.
5400 Greenwood Plaza Blvd. Suite A
Greenwood Village, CO 80111

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

CITY OF NORTHGLENN, COLORADO

By: _____
Date

ATTEST:

Title

Johanna Small, CMC Date
City Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann Date
City Attorney

ATTEST:

By: Celeste Olinger
CELESTE OLINGER
Print Name

PUBLIC Comm. Mgr. 5/20/10
Title Date

CONTRACTOR:

By: Oliver Piroué

Oliver Piroué
Print Name

President FLVP, Inc. 5-20-2010
Title Date

City's Contract # _____

Name of City's Project Manager

Exhibit A
IFB-2010-12
Videotaping of City Council Meetings & Study Sessions

I. Project Background and Description

The city of Northglenn is seeking a qualified individuals(s) firm(s) or vendor(s) to provide professional video services and is interested on retaining the services of contract labor for videotaping coverage of Northglenn City Council meetings and study sessions.

Regularly scheduled city council meetings occur on the second and fourth Thursday of each month and begin promptly at 7 p.m.

Study sessions occur on the first and third Thursdays of each month and begin promptly at 6 p.m. and are scheduled on an as-needed basis.

Council meetings and study sessions are public meetings held in Council Chambers at City Hall, 11701 Community Center Drive in Northglenn, CO. The videotaping of the council meetings and the study sessions will occur at the above listed location.

The term is for no less than one year with three (3) one year renewal options.

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 play a flat fee for the videotaping of each city council meeting and each study session regardless of the length of the individual meeting.
- B. Perform pre-production setup, including lighting, audio and technical preparation necessary to meet current production standards for broadcast programming.
- C. Provide for a single camera shoot with operator.
- D. Produce a show opening, closing and transitioning segments to include the stations logo and graphics.
- E. The successful applicant will record and time stamp the beginning of each agenda item so the meeting can be indexed for video streaming on the city's website.
- F. Provide the city with a work plan to ensure both council meeting and study session coverage.
- G. Provide the city with one master copy DVD format and (3) addition DVD copies of each council meeting and study session.

III. Project Coordination and 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 videotaping.

The project administrator for this project is Celeste Olinger, Public Communication Manager.

IV. Timeframe

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

Exhibit B
IFB-2010-12

AMOUNT OF COMPENSATION

The videotaping costs for City Council Meeting and Study Sessions shall be as follows:

Videotaping of Council Meetings 24 @ 400 = \$9,600

Videotaping of Study Sessions 24 @ 300 = \$7,200

Study Sessions videotaping will be scheduled on an as-needed basis.

All video charges will be itemized and invoiced weekly, after the service is rendered.

Payment is due upon receipt.

NO EMPLOYEE AFFIDAVIT

1. Check and complete one:

I, _____, am a sole proprietor doing business as _____ I do not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the City, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

OR

I, Olivier Piroué, am an owner/member/shareholder of First Light Video Productions, Inc., a _____ [specify type of entity-i.e, corporation, limited liability company], that does not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the City, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

2. Check one.

I, Olivier Piroué, am a United States citizen or legal permanent resident.

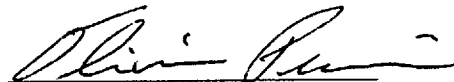
The City must verify this statement by reviewing one of the following items:

- o A valid Colorado Driver's license or a Colorado identification card
- o A United States military card or a military dependent's identification card
- o A United States Coast Guard Merchant Mariner card
- o A Native American tribal document or
- o In the case of a resident of another state, the driver's license or state-issued identification card from the state of residence, if that state requires the applicant to prove lawful presence prior to the issuance of the identification card
- o Any other documents or combination of documents listed in the City's "Acceptable Documents for Lawful Presence Verification" chart that prove both the contractor's citizenship/lawful presence and identity.

OR

I am otherwise lawfully present in the United States pursuant to federal law.

Contractor must verify this statement through the federal systematic alien verification of entitlement program, the "SAVE" program, and provide such verification to the City.


Signature

3-29-2010
Date

Finance Dept Use Only
Initials _____
Date _____