

**PUBLIC COMMUNICATION MEMORANDUM**  
**#10-01**

May 5, 2010

**TO:** Honorable Mayor Joyce Downing and City Council Members

**FROM:** William Simmons, City Manager *WAS*  
Celeste Olinger, Public Communications Manager *CO*

**SUBJECT:** CR 82- City Council Meetings/ Study Sessions Videotaping Contract

**RECOMMENDATION:**

Attached to this memorandum is a resolution, which if approved, would authorize the City Manager to execute a Professional Services Agreement with VS Video Productions to allow for the videotaping of City Council Meetings and Study Sessions. The total, not to exceed the amount of the professional services agreement, would be \$20,000 per year. This is a decrease of \$21,000 from the current videotaping contract.

Acceptance of the contract complies with Council Goals and Objectives including Fiscally Responsible Government by reducing overall costs by \$21,000 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 change.

**BACKGROUND:**

In March, the city issued a request for proposal to include the cost of services for the videotaping of City Council Meetings and Study Sessions as well as the program encoding of DVD to Flash Video allowing video streaming of both meetings on the city's website.

Eleven bids for videotaping service were received and are attached to this memorandum. The lowest bid for videotaping services is \$255 for the first 3 hours and \$85 for each additional incremental hour. The rates are as follows for videotaping service:

3 hours \$255  
4 hours \$340  
5 hours \$425

**BUDGET/TIME IMPLICATIONS:**

Funding for the project is included in Public Communication's Budget and the low bid is well within the budgeted amount set at \$850 per meeting 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 \$21,000 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.

**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](mailto:colinger@northglenn.org)



**CITY OF NORTHGLENN  
FORMAL BID SUMMARY**

BID NUMBER IFB 2010-12

PAGE 1

BID NAME VIDEO TAPING OF CITY COUNCIL AND STUDY SESSIONS M

DEPARTMENT: Communications

	VS Video Productions, LLC	Media Professionals Inc. dba MediaPro	1321 Studios videography	Phoenix Visual Arts	Attila J.R. Inc. dba AJR Enterprises
D, DUE 3/29/2010	BID RECEIVED: DATE: 3/22/10	BID RECEIVED: DATE: 3/26/10	BID RECEIVED: DATE: 3/28/10	BID RECEIVED: DATE: 3/29/10	BID RECEIVED: DATE: 3/29/10
TIME: 2:00 P.M.	TIME: 11:27am	TIME: 12:25pm	TIME: 11:35am	TIME: 1:02am	TIME: 10:38am
Videotaping of Northglenn City Council Meetings	\$255 up 3	\$525	\$650	\$725	\$1,525
	+ 3 - \$85				
Video Taping of Study Sessions	\$255 up 3	\$525	\$650	\$725	\$800
	+ 3 - \$85				
Program Encoding DVD to FLASH Video player	\$85	\$50	\$50	\$75	\$150

Kathleen Hernandez  
Buyer

Crystal Messick  
City Clerk, Deputy

3/29/2010  
Date



**CITY OF NORTHGLENN  
FORMAL BID SUMMARY**

BID NUMBER IFB 2010-12

PAGE 2

BID NAME VIDEO TAPING OF CITY COUNCIL AND STUDY SESSIONS M

DEPARTMENT: Communications

	clearImage Media, Inc.	Image Audiovisuals	Imagine That! Entertainment	creative Touch video Inc.	First Light video Productions, Inc.
DATE DUE 3/29/2010	BID RECEIVED: DATE: 3/29/10 TIME: 10:52am	BID RECEIVED: DATE: 3/29/10 TIME: 11:06am	BID RECEIVED: DATE: 3/29/10 TIME: 12:40pm	BID RECEIVED: DATE: 3/29/10 TIME: 1:29pm	BID RECEIVED: DATE: 3/29/10 TIME: 1:39pm
TIME: 2:00 P.M.					
Videotaping of Northglenn City Council Meetings	\$650	\$550	\$2,100	\$500	\$400
Video Taping of Study Sessions	\$650	\$550	\$2,100	\$500	\$300
Program Encoding DVD to FLASH Video player	\$175	\$0	\$200	\$0	\$150

Kathleen Krasnicka  
Buyer

Crystal Messick  
City Clerk, Deputy

3/29/2010  
Date



CITY OF NORTHGLENN  
FORMAL BID SUMMARY

BID NUMBER IFB 2010-12

PAGE 3

BID NAME VIDEO TAPING OF CITY COUNCIL AND STUDY SESSIONS M

DEPARTMENT: Communications

	360 Media				
DATE DUE 3/29/2010	BID RECEIVED:	BID RECEIVED:	BID RECEIVED:	BID RECEIVED:	BID RECEIVED:
TIME: 2:00 P.M.	DATE: 3/29/10	DATE:	DATE:	DATE:	DATE:
	TIME: 1:56pm	TIME:	TIME:	TIME:	TIME:
Videotaping of Northglenn City Council Meetings	\$890				
Video Taping of Study Sessions	\$890				
Program Encoding DVD to FLASH Video player	\$300				

Patricia Hancock  
Buyer

Crystal Messick  
City Clerk, Deputy

3/29/2010  
Date

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 VS VIDEO PRODUCTIONS, LLC 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 VS Video Productions, LLC, attached hereto, in the amount not to exceed \$20,000.00 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.

\_\_\_\_\_  
JOYCE DOWNING  
Mayor

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 VS. Video Productions, LLC (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. ILLEGAL ALIENS**

A. Certification. By entering into this Agreement, Consultant 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 Consultant 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. Consultant 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 Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

C. Verification.

1. Consultant 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. Consultant 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 Consultant 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, Consultant shall:

a. Notify the subcontractor and the City within three (3) days that Consultant 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 Consultant 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. Consultant 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 Consultant is complying with the terms of this Agreement.

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

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

## **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 subcontractor of Consultant, or any officer, employee, representative, or agent of Consultant or of any subcontractor of Consultant, or which arise out of any workmen's compensation claim of any employee of Consultant or of any employee of any subcontractor 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 Section IX, 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, 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 subcontractor 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, 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 (\$1,000,000) each occurrence and two million dollars (\$2,000,000) 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.

C. 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.

D. 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. If the City is named as an additional insured on any policy which does not allow for the automatic addition of additional insureds, the Consultant'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

E. 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.

F. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

G. 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 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. 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 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: VS Video Productions LLC  
9901 E Evans Ave 4C  
Denver CO 80247

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

**CITY OF NORTHGLENN, COLORADO**

By: \_\_\_\_\_  
Joyce Downing Date

Mayor  
Title

ATTEST:

\_\_\_\_\_  
Johanna Small, CMC Date  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Corey Y. Hoffmann Date  
City Attorney

CONSULTANT:

By: Victor Sieff  
Victor Sieff  
Print Name

ATTEST:

By: \_\_\_\_\_

Owner 5-7-2010  
Title Date

\_\_\_\_\_  
Print Name

City's Contract # \_\_\_\_\_

\_\_\_\_\_  
Title Date

Name of City's Project Manager  
Celeste Olinger

**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 pay 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 a camera 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 one master copy DVD format and (3) addition DVD copies of each council meeting and study session.
- G. The contractor may also be asked to encode or convert final product into and Internet friendly format such as FLASH video player to be used on the city's website.

### **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:

A minimum service fee of \$255.00 per meeting to include up to 3 hours of videotaping service and additional hours will be charged in \$85.00 increments for each additional hour or as listed.

\$255 – 3 hours

\$340 - 4 hours

\$425 – 5 hours

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.

**PROSPECTIVE CONTRACTOR'S CERTIFICATE REGARDING EMPLOYING OR CONTRACTING WITH AN ILLEGAL ALIEN**

FROM: VICTOR SIEFF

(Prospective Contractor)

TO: City of Northglenn  
PO Box 330061  
11701 Community Center Drive  
Northglenn, CO 80233

Project Name VIDEO TAPING of City Council and Study Sessions Meetings for Channel 8 Services

Bid Number IFB -2010-12

Project No. \_\_\_\_\_

As a prospective Contractor for the above-identified bid, I (we) do hereby certify that, as of the date of this certification, I (we) do not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that I (we) will confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement through participation 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.

Executed this 19th day of March, 2010.

Prospective Contractor Victor Sieff

By: Victor Sieff

Title: Contractor

Finance Dept Use Only

Initials  
\_\_\_\_\_

Date

NO EMPLOYEE AFFIDAVIT

1. Check and complete one:

I, Victor Sieff, am a sole proprietor doing business as VS VIDEO PRODUCTIONS. 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, \_\_\_\_\_, am an owner/member/shareholder of \_\_\_\_\_, 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, Victor Sieff, 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.

Victor Sieff  
Signature

3-19-2010  
Date

<b>Finance Dept Use Only</b>
<b>Initials</b> _____
<b>Date</b> _____

**PROSPECTIVE CONTRACTOR'S CERTIFICATE REGARDING EMPLOYING OR CONTRACTING WITH AN ILLEGAL ALIEN**

FROM: Victor Sieff  
\_\_\_\_\_  
(Prospective Contractor)

TO: City of Northglenn  
PO Box 330061  
11701 Community Center Drive  
Northglenn, CO 80233

Project Name VIDEOTAPING OF City Council & Study  
Sessions meetings For Channel & Services

Bid Number IFB -2010 -12 Project No. \_\_\_\_\_

As a prospective Contractor for the above-identified bid, I (we) do hereby certify that, as of the date of this certification, I (we) do not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that I (we) will confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement through participation 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.

Executed this 19th day of March, 2010.

Prospective Contractor Victor Sieff

By: \_\_\_\_\_

Title: \_\_\_\_\_

<b>Finance Dept Use Only</b>
Initials _____
Date