



**TO:** Mayor and Councilmembers

**SUBMITTED BY:** Debroah S. Lopez, City Clerk

**PREPARED BY:** David J. Cutaia, Deputy City Clerk

**SUBJECT:** Amendment No. 1 to Agreement 2023-054 with Paradigm Pictures SB for Broadcast and Video Programming Services

**RECOMMENDATION:**

Authorize the City Manager to execute an amendment to the Professional Services Agreement with Paradigm Pictures SB for professional broadcast and video production services, extending the contract for two additional years at an annual cost of \$45,000, for a total not-to-exceed amount of \$172,000 with a term end date of June 30, 2027, subject to FY 25/26 and FY 26/27 budget approval.

**BACKGROUND:**

On June 18, 2023, following a competitive Request for Proposals (RFP) process, the City Council authorized the City Manager to execute Agreement No. 2023-54 with Paradigm Pictures SB for Broadcast and Video Programming Services.

The City of Goleta has an ongoing need for professional broadcast and video production services to ensure the high-quality recording and live streaming of City Council meetings, boards and commissions, and other public events. These services are essential for public transparency, engagement, and meeting legal requirements for public access. The agreement with Paradigm Pictures SB was awarded as a result of the RFP process and is set to expire on June 30, 2025.

Given the vendor's reliable service, experience and knowledge with the City's broadcasting software/hardware, and competitive pricing, staff recommends a two-year contract extension to maintain continuity in media services.

**DISCUSSION:**

The contract extension will continue to provide professional broadcast and video production services for City Council, Boards, Commissions, and the State of the City event. Paradigm Pictures SB will manage the recording, live streaming, and post-production of City meetings and programming on Channel 19.

**FISCAL IMPACTS:**

The total cost of the contract extension is \$90,000, allocated at \$45,000 per fiscal year. The funding will be included in the City Clerk's Professional Services account (101-10-1300-51200).

The allocation of funds for each board, commission, and event is as follows and subject to approval of the FY 25/26 and 26/27 budget:

<b>Council/Board/ Commission</b>	<b>Account</b>	<b>FY 25/26 Proposed Budget</b>	<b>FY 26/27 Proposed Budget</b>
City Council, Design Review Board, Planning Commission	101-10-1300-51200	\$31,500	\$31,500
Historic Preservation Commission	101-10-1300-51200	\$2,200	\$2,000
Library Advisory Commission	101-10-1300-51200	\$2,500	\$2,500
Parks and Recreation Commission	101-10-1300-51200	\$2,200	\$2,200
Public Tree Advisory Commission	101-10-1300-51200	\$2,200	\$2,200
Public Engagement Commission	101-10-1300-51200	\$2,200	\$2,200
State of the City	101-10-1300-51200	\$2,200	\$2,200
	<b>Total</b>	<b>\$45,000</b>	<b>\$45,000</b>

**ALTERNATIVES:**

The City Council could decline to approve this extension and direct staff to solicit new proposals for media services. However, this could result in service disruptions and additional administrative costs.

**LEGAL REVIEW BY:** Isaac Rosen, City Attorney

**APPROVED BY:** Robert Nisbet, City Manager

**ATTACHMENTS:**

1. Amendment No. 1 to Agreement 2023-054 with Paradigm Pictures for Broadcast and Video Programming Services
2. Agreement 2023-054 with Paradigm Pictures for Broadcast and Video Programming Services

**Attachment 1**

Amendment No. 1 to Agreement 2023-054 with Paradigm Pictures for  
Broadcast and Video Programming Services

**AMENDMENT NO. 1  
TO A PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF GOLETA  
AND  
PARADIGM PICTURES SB**

This **Amendment No. 1** to the Professional Services Agreement by and between the **City of Goleta**, a municipal corporation ("City") and **Paradigm Pictures SB** ("Consultant") dated June 20, 2023 ("Agreement," Agreement No. 2023-054) is made on this 20<sup>th</sup> day of May, 2025.

**SECTION A. RECITALS**

1. This Agreement is for the professional video and programming services for broadcasting of City of Goleta public meetings; and
2. The Agreement currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed \$82,000 (eighty-two thousand dollars); and
3. The parties desire to amend the Agreement so as to provide for additional compensation in the amount of \$90,000 (ninety thousand dollars) for continued tasks; and
4. The Agreement currently provides in Section 6 for the termination of the Agreement on June 30, 2025; and
5. The parties desire to amend the Agreement so as to extend the termination of the Agreement to June 30, 2027; and
6. The Agreement currently provides in Exhibit B entitled "Schedule of Fees" the hourly rates; and
7. The parties desire to amend Exhibit B of the Agreement to identify the new hourly rates, attached as "Exhibit B-1"; and
8. The City Council approved this Amendment No. 1, on this 20th day of May, 2025.

## SECTION B. AMENDED TERMS

**Now therefore** City and Consultant agree that the Agreement be, and hereby is, amended as follows:

1. **Subsection (a) of Section 3. COMPENSATION AND PAYMENT** of the Agreement is amended to add an additional authorized amount of \$90,000 (ninety thousand dollars) and to read in its entirety:

(a) **Maximum and Rate.** The total compensation payable to CONSULTANT by CITY for the services under this AGREEMENT **SHALL NOT EXCEED** the sum of one-hundred and seventy two thousand (\$172,000) (herein "not-to-exceed amount") and shall be earned as the work progresses.

Hourly at the hourly rates and with reimbursement to CONSULTANT for those expenses set forth in CONSULTANT's Schedule of Fees marked Exhibit "B-1," attached and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon CONSULTANT until June 30, 2027 after which any change in said rates and expenses must be approved in writing by CITY's Project Manager as described in Section 5 (CITY is to be given 60 days notice of any rate increase request), provided the not to exceed amount is the total compensation due CONSULTANT for all work described under this AGREEMENT.

2. **Section 6. TERM, PROGRESS AND COMPLETION** of the Agreement is amended to extend the term for an additional two (2) years to read in its entirety:

The term of this Agreement is from the date first written above to June 30, 2027 unless the term of this Agreement is extended or the Agreement is terminated as provided for herein.

CONSULTANT shall not commence work on the services to be performed until (i) CONSULTANT furnishes proof of insurance as required by Section 10 below, and (ii) CITY gives written authorization to proceed with the work provided by CITY's Project Manager. All services shall be completed within the term of this Agreement following the notice to proceed.

3. This Agreement is amended to delete and replace in its entirety:

**Exhibit B "Schedule of Fees"** with **Exhibit B-1 "Schedule of Fees"** attached hereto and incorporated herein.

4. Except as otherwise specifically provided herein, all other provisions of the Agreement shall remain in full force and effect.

**In concurrence and witness whereof**, this Amendment No. 1 has been executed by the parties effective on the date and year first above written.

**CITY OF GOLETA**

**CONSULTANT**

\_\_\_\_\_  
Robert Nisbet, City Manager

\_\_\_\_\_  
Paul West, Owner/Producer

**ATTEST:**

\_\_\_\_\_  
Deborah Lopez, City Clerk

\_\_\_\_\_  
Briana Hart Westmacott, Secretary

**APPROVED AS TO FORM:**  
ISAAC ROSEN, CITY ATTORNEY

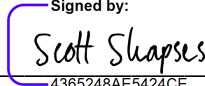
Signed by:  
  
\_\_\_\_\_  
4365248AE5424CE...  
Scott Shapses, Deputy City Attorney

EXHIBIT B-1  
SCHEDULE OF FEES

Administration Fee	\$250
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Includes time for coordinating with city staff, scheduling and updating of SOP binder.

Public Meeting Broadcast	\$100 per operator per hour
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Cancellation Fee	\$100 per operator per hour
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2-hour minimum if cancelled within 24 hours of the meeting/ event.

**Attachment 2**

2023-054 with Paradigm Pictures for Broadcast and Video Programming Services



## DOCUMENT ROUTING AND APPROVAL FORM

<b>Requires Council Approval:</b> <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES <b>Meeting Date:</b> June 20, 2023		<b>Requires Vendor Set-up:</b> <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES <b>If no, Vendor Number:</b> 003177	
<b>Director Level Approval:</b> <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES <b>Site Authority:</b>		<b>Provide summary of agreement below:</b> <b>Professional Video and Programming Services</b>	
<b>Document Name and Type:</b> Professional Service Agreement		<b>Project Name:</b> Video and Programming Services	
<b>Vendor Name:</b> Paradigm Pictures SB <b>Contact Person:</b> Paul Westmacott <b>Address:</b> 1173 Camino Andaluz Santa Barbara, CA 93111 <b>Phone Number:</b> 805 636-9026 <b>Email Address:</b> paul@paradigm-pictures.com <b>Business License Number:</b> 2020-0022 Exp 01-31-24		<b>City Project Manager:</b> Deborah Lopez, City Clerk <b>Contact Number:</b> 805 961-7505 <b>Email Address:</b> dlopez@cityofgoleta.org <b>Staff Routing Agreement:</b> Deborah Lopez <b>Contact Number:</b> 805 961-7505 <b>Email Address:</b> dlopez@cityofgoleta.org	
<b>AMOUNT NOT TO EXCEED:</b> <b>\$82,000</b>		<b>ON CALL SERVICES? :</b> <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES* <small>*On call services require one spreadsheet to track multiple PO's</small> <b>COUNCIL APPROPRIATION NEEDED :</b> <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES* <small>*May require Purchasing Officer's override to input Requisition</small>	
<b>ROUTING PROCESS</b>	<b>DESCRIPTION</b>	<b>DATE</b>	<b>INITIAL</b>
Department Head Initiation	Authority to initiate agreement	6/21/2023	DS [Signature]
Risk Manager	Staff to initiate review of insurance provision in agreement	6/27/2023	DS [Signature]
City Attorney	Contract review/Approve as form	6/12/2023	DS [Signature]
Finance Director, Purchasing Officer	Funding Methods Approved/ Authorized, Purchase Requisition reviewed.	Requisition Number: <b>TBD 24CL001</b>	6/27/2023 DS [Signature]
Staff (DocuSign User)	Staff routes agreement to vendor via DocuSign for electronic signature and requests Insurance documents.		
Risk Manager	Risk Management shall rate Insurance.		
City Manager	City Manager will approve and sign the agreement.	6/27/2023	DS [Signature]
City Clerk	City Clerk will approve and sign the agreement.	6/28/2023	DS [Signature]
Vendor	Staff will route a fully executed copy of the agreement to the vendor.		

## BELOW FOR CITY CLERK PROCESSING ONLY

<b>FINALIZED ON:</b>	<b>INITIAL</b>	<b>RESOLUTION NO (IF APPLICABLE)</b>	<b>FILE NUMBER</b>		
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2023-054

**Project Name:** Professional Video and Programming Services

**AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN THE CITY OF GOLETA  
AND  
PARADIGM PICTURES SB**

This AGREEMENT FOR PROFESSIONAL SERVICES (herein referred to as "AGREEMENT") is made and entered into this 20<sup>th</sup> day of June , 2023, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and PARADIGM PICTURES SB, a California Corporation (herein referred to as "CONSULTANT").

**SECTION A. RECITALS**

1. The CITY has a need for professional Video and Programming Services for Broadcasting of City of Goleta public meetings; and
2. The CITY does not have the personnel able and/or available to perform the services required under this AGREEMENT, and therefore, the CITY desires to contract for professional services to accomplish this work; and
3. The CITY procured these services in compliance with Goleta Municipal Code Section 3.05.260.
4. The City Council, on this 20<sup>th</sup> day of June 2023, approved this AGREEMENT and authorized the City Manager to execute the AGREEMENT.

**SECTION B. TERMS**

**1. RETENTION AS CONSULTANT**

CITY hereby retains CONSULTANT, and CONSULTANT hereby accepts such engagement, to perform the services described in Section 2. CONSULTANT warrants it has the qualifications, experience, and facilities to properly and timely perform said services.

**2. DESCRIPTION OF SERVICES**

The services to be performed by CONSULTANT are as follows:

Professional Video and Programming Services shall generally include broadcasting of City of Goleta public meetings as more particularly set forth in the Scope of Work, attached as Exhibit "A," and incorporated herein.

CONSULTANT shall deliver to CITY the deliverables defined in Exhibit "A." OR as follows: Providing video production, recording, editing, programing services for government meetings and programing and support services on city's cable channel 19.

### **3. COMPENSATION AND PAYMENT**

**(a) Maximum and Rate.** The total compensation payable to CONSULTANT by CITY for the services under this AGREEMENT **SHALL NOT EXCEED** the sum of \$82,000 (herein "not to exceed amount"), and shall be earned as the work progresses on the following basis:

Hourly at the hourly rates and with reimbursement to CONSULTANT for those expenses set forth in CONSULTANT's Schedule of Fees marked Exhibit "B," attached and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon CONSULTANT until June 30, 2025 after which any change in said rates and expenses must be approved in writing by CITY's Project Manager as described in Section 5 (CITY is to be given 60 days notice of any rate increase request), provided the not to exceed amount is the total compensation due CONSULTANT for all work described under this AGREEMENT.

**(b) Payment.** CONSULTANT shall provide CITY with written verification of the actual compensation earned, which written verification shall be in a form satisfactory to CITY's Project Manager, as described in Section 5. Invoices shall be made no more frequently than on a monthly basis, and describe the work performed (including a list of hours worked by personnel classification). All payments shall be made within 30 days after CITY's approval of the invoice.

### **4. EXTRA SERVICES**

CITY shall pay CONSULTANT for those CITY authorized extra services, not reasonably included within the services described in Section 2, as mutually agreed to writing in advance of the incurrence of extra services by CONSULTANT. Unless CITY and CONSULTANT have agreed in writing before the performance of extra services, no liability and no right to claim compensation for such extra services or expenses shall exist. The applicable hourly rates for extra services shall be at the hourly rates set forth in Exhibit B, if one is included as part of this agreement. Any compensation for extra services shall be part of the total compensation and shall not increase the not to exceed amount identified in Section 3.

### **5. CITY PROJECT MANAGER AND SERVICES BY CITY**

The services to be performed by CONSULTANT shall be accomplished under the general direction of, and coordinate with, CITY's "Project Manager", as

that staff person is designated by CITY from time to time, and who presently is Deborah Lopez, City Clerk, Project Manager shall have the authority to act on behalf of the CITY in administering this AGREEMENT but shall not be authorized to extend the term of the AGREEMENT or increase the not to exceed amount.

## **6. TERM, PROGRESS AND COMPLETION**

The term of this AGREEMENT is from the date first written above to June 30, 2025, unless term of this AGREEMENT is extended, or the AGREEMENT is terminated as provided for herein.

CONSULTANT shall not commence work on the services to be performed until (i) CONSULTANT furnishes proof of insurance as required by Section 10 below, and (ii) CITY gives written authorization to proceed with the work provided by CITY's Project Manager

## **7. OWNERSHIP OF DOCUMENTS**

All drawings, designs, data, photographs, reports and other documentation (other than CONSULTANT's drafts, notes and internal memorandum), including duplication of same prepared by CONSULTANT in the performance of these services, are the property of CITY. CITY shall be entitled to immediate possession of the same upon completion of the work under this AGREEMENT, or at any earlier or later time when requested by CITY. CITY agrees to hold CONSULTANT harmless from all damages, claims, expenses, and losses arising out of any reuse of the plans and specifications for purposes other than those described in this AGREEMENT, unless written authorization of CONSULTANT is first obtained.

## **8. PERSONAL SERVICES/NO ASSIGNMENT/SUBCONTRACTOR**

This AGREEMENT is for professional services which are personal to CITY. Paradigm Pictures SB is deemed to be specially experienced and is a key member of CONSULTANT's firm, and shall be directly involved in the performance of this work. This key person shall communicate with, and periodically report to, CITY on the progress of the work. Should any such individual be removed from assisting in this contracted work for any reason, CITY may terminate this AGREEMENT. This AGREEMENT may not be assigned or subcontracted without the City Manager's prior written consent.

## **9. HOLD HARMLESS AND INDEMNITY**

**(a) Hold Harmless for CONSULTANT's Damages.** CONSULTANT holds CITY, its elected officials, officers, agents, and employees, harmless from all of CONSULTANT's claims, demands, lawsuits, judgments, damages, losses, injuries or liability to CONSULTANT, to CONSULTANT's employees, to CONSULTANT's contractors or subcontractors, or to the owners of

CONSULTANT's firm, which damages, losses, injuries or liability occur during the work required under this AGREEMENT, or occur while CONSULTANT is on CITY property, or which are connected, directly or indirectly, with CONSULTANT's performance of any activity or work required under this AGREEMENT.

**(b) Defense and Indemnity of Third Party Claims/Liability.**

CONSULTANT shall investigate, defend, and indemnify CITY, its elected officials, officers, agents, and employees, from any claims, lawsuits, demands, judgments, and all liability including, but not limited to, monetary or property damage, lost profit, personal injury, wrongful death, general liability, automobile, infringement of copyright/patent/trademark, or professional errors and omissions arising out of, directly or indirectly, an error, negligence, or omission of CONSULTANT or any of CONSULTANT's officers, agents, employees, representatives, subconsultants, or subcontractors, or the willful misconduct of CONSULTANT or any of CONSULTANT's officers, agents, employees, representatives, subconsultants, or subcontractors, in performing the services described in, or normally associated with, this type of contracted work. The duty to defend shall include any suits or actions concerning any activity, product or work required under this AGREEMENT, and also include the payment of all court costs, attorney fees, expert witness costs, investigation costs, claims adjusting costs and any other costs required for and related thereto.

**(c) No Waiver.** CITY does not waive, nor shall be deemed to have waived, any indemnity, defense or hold harmless rights under this section because of the acceptance by CITY, or the deposit with CITY, of any insurance certificates or policies described in Section 10.

## **10. INSURANCE**

CONSULTANT shall, at CONSULTANT's sole cost and expense, provide insurance as described herein. All insurance is to be placed with insurers authorized to do business in the State of California with an A.M. Best and Company rating of A- or better, Class VII or better, or as otherwise approved by CITY.

Insurance shall include the following (or broader) coverage:

- a) Insurance Services Office Commercial Liability coverage "occurrence" form CG 00 01 or its exact equivalent with an edition date prior to 2004 and with minimum limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate.
- b) Insurance Services Office form number CA 00 01 or equivalent covering Automobile Liability, including hired and non-owned

automobile liability with a minimum limit of \$1,000,000 per accident. If the Service Provider owns no vehicles, this requirement may be satisfied by a non-owned and hired auto endorsement to Service Provider's commercial general liability policy.

- c) Workers' Compensation insurance complying with California worker's compensation laws, including statutory limits for workers' compensation and an Employer's Liability limit of \$1,000,000 per accident or disease.
- d) Professional liability insurance that covers the services to be performed in connection with this agreement, in the minimum amount of \$1,000,000 per claim.

Liability insurance policies required to be provided by CONSULTANT hereunder shall contain or be endorsed to contain the following provisions:

- a) Except for professional liability insurance, CITY, its employees, officials, agents and member agencies shall be covered as additional insureds. Coverage shall apply to any and all liability arising out of the work performed or related to the contract. Additional insured status under the general liability requirement shall be provided on Insurance Services Office Form CG 20 10, with an edition date prior to 2004, or its equivalent. Additional insured status for completed operations shall be provided either in the additional insured form or through another endorsement such as CG 20 37, or its equivalent.
- b) General and automobile liability insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage will not be limited to CITY's vicarious liability.
- c) Professional liability insurance policies inception date, continuity date, or retroactive date must be before the effective date of this agreement. CONSULTANT agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.
- d) Except for professional liability insurance, liability coverage shall be primary and non-contributing with any insurance maintained by CITY.
- e) Evidence of coverage (including the workers' compensation and employer's liability policies) shall provide that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after 30 days' prior written notice has been given to CITY.

Such provision shall not include any limitation of liability of the insurer for failure to provide such notice.

- f) No liability insurance coverage provided to comply with this AGREEMENT shall prohibit CONSULTANT, or CONSULTANT's employees, or agents, from waiving the right of recovery prior to a loss. CONSULTANT waives its right of recovery against CITY.
- g) CONSULTANT agrees to deposit with CITY within fifteen days of Notice to Proceed of the Contract certificates of insurance and required endorsements.
- h) There shall be no recourse against CITY for payment of premiums or other amounts with respect to the insurance required to be provided by CONSULTANT hereunder. Any failure, actual or alleged, on the part of CITY to monitor compliance with these requirements will not be deemed as a waiver of any rights on the part of CITY. CITY has no additional obligations by virtue of requiring the insurance set forth herein. In the event any policy of insurance required under this AGREEMENT does not comply with these requirements or is canceled and not replaced, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONSULTANT or CITY will withhold amounts sufficient to pay premium from CONSULTANT payments.
- i) CONSULTANT agrees to provide immediate notice to CITY of any claim or loss against CONSULTANT arising out of the work performed under this AGREEMENT. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.

#### **11. RELATIONSHIP OF CONSULTANT TO CITY**

The relationship of the CONSULTANT to CITY shall be that of an independent contractor and that in no event shall CONSULTANT be considered an officer, agent, servant or employee of CITY. CONSULTANT shall be solely responsible for any workers compensation insurance, withholding taxes, unemployment insurance, and any other employer obligations associated with the described work.

#### **12. CORRECTIONS**

In addition to the above indemnification obligations, CONSULTANT shall correct, at its expense, all errors in the work that may be disclosed during CITY's

review of CONSULTANT's report or plans. Should CONSULTANT fail to make such correction in a reasonably timely manner, such correction shall be made by CITY, and the cost thereof shall be charged to CONSULTANT or withheld from any funds due to CONSULTANT hereunder.

### **13. TERMINATION BY CITY**

CITY, by notifying CONSULTANT in writing, may upon 10 calendar days notice, terminate without cause any portion or all of the services agreed to be performed under this AGREEMENT. If termination is for cause, no notice period need be given. In the event of termination, CONSULTANT shall have the right and obligation to immediately assemble work in progress for the purpose of closing out the job. All compensation for actual work performed and charges outstanding at the time of termination shall be payable by CITY to CONSULTANT within 30 days following submission of a final statement by CONSULTANT unless termination is for cause. In such event, CONSULTANT shall be compensated only to the extent required by law.

### **14. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE**

The acceptance by CONSULTANT of the final payment made under this AGREEMENT shall operate as and be a release of CITY from all claims and liabilities for compensation to CONSULTANT for anything done, furnished, or relating to CONSULTANT'S work or services. Acceptance of payment shall be any negotiation of CITY's check or the failure to make a written extra compensation claim within 10 calendar days of the receipt of that check. However, approval or payment by CITY shall not constitute, nor be deemed, a release of the responsibility and liability of CONSULTANT, its employees, subcontractors, agents and CONSULTANTS for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by CITY for any defect or error in the work prepared by CONSULTANT, its employees, subcontractors, agents and consultants.

### **15. AUDIT OF RECORDS**

At any time during normal business hours and as often as it may deem necessary, CONSULTANT shall make available to a representative of CITY for examination of all its records with respect to all matters covered by this AGREEMENT and will permit CITY to audit, examine and/or reproduce such records. CONSULTANT will retain such financial records, time sheets, work progress reports, invoices, bills and project records for at least two years after termination or final payment under this AGREEMENT.



## **16. WAIVER; REMEDIES CUMULATIVE**

Failure by a party to insist upon the strict performance of any of the provisions of this AGREEMENT by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand strict compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this AGREEMENT, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

## **17. CONFLICT OF INTEREST**

CONSULTANT is unaware of any CITY employee or official that has a financial interest in CONSULTANT'S business. During the term of this AGREEMENT and/or as a result of being awarded this AGREEMENT, CONSULTANT shall not offer, encourage or accept any financial interest in CONSULTANT'S business by any CITY employee or official.

## **18. CONSTRUCTION OF LANGUAGE OF AGREEMENT**

The provisions of this AGREEMENT shall be construed as a whole according to its common meaning of purpose of providing a public benefit and not strictly for or against any party. It shall be construed consistent with the provisions hereof, in order to achieve the objectives and purposes of the parties. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neutral genders or vice versa.

## **19. MITIGATION OF DAMAGES**

In all situations arising out of this AGREEMENT, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

## **20. GOVERNING LAW**

This AGREEMENT, and the rights and obligations of the parties, shall be governed and interpreted in accordance with the laws of the State of California. Should litigation occur, venue shall be in Superior Court of Santa Barbara County.

## **21. NONDISCRIMINATION**

CONSULTANT shall not discriminate on the basis of race, color, gender, gender identity/expression, pregnancy, sexual orientation, disability, marital status, or any other characteristic protected under applicable federal or state law.

## **22. TAXPAYER IDENTIFICATION NUMBER**

CONSULTANT shall provide CITY with a complete Request for Taxpayer Identification Number and Certification, Form W-9 (Rev. October 2018), as issued by the Internal Revenue Service.

## **23. NON-APPROPRIATION OF FUNDS**

Payments due and payable to CONSULTANT for current services are within the current budget and within an available, unexhausted and unencumbered appropriation of CITY funds. In the event CITY has not appropriated sufficient funds for payment of CONSULTANT services beyond the current fiscal year, this AGREEMENT shall cover only those costs incurred up to the conclusion of the current fiscal year.

## **24. MODIFICATION OF AGREEMENT**

The tasks described in this AGREEMENT and all other terms of this AGREEMENT may be modified only upon mutual written consent of CITY and CONSULTANT.

## **25. USE OF THE TERM "CITY"**

Reference to "CITY" in this AGREEMENT includes City Manager or any authorized representative acting on behalf of CITY.

## **26. PERMITS AND LICENSES**

CONSULTANT, at its sole expense, shall obtain and maintain during the term of this AGREEMENT, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this AGREEMENT.

## **27. CAPTIONS**

The captions or headings in this AGREEMENT are for convenience only and in no other way define, limit or describe the scope or intent of any provision or section of the AGREEMENT.

## 28. AUTHORIZATION

Each party has expressly authorized the execution of this AGREEMENT on its behalf and bind said party and its respective administrators, officers, directors, shareholders, divisions, subsidiaries, agents, employees, successors, assigns, principals, partners, joint venturers, insurance carriers and any others who may claim through it to this AGREEMENT.

## 29. ENTIRE AGREEMENT BETWEEN PARTIES

Except for CONSULTANT'S proposals and submitted representations for obtaining this AGREEMENT, this AGREEMENT supersedes any other agreements, either oral or in writing, between the parties hereto with respect to the rendering of services, and contains all of the covenants and agreements between the parties with respect to said services.

### 30. PARTIAL INVALIDITY

If any provision in this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

## 31. NOTICES

Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

TO CITY: Attention: Robert Nisbet, City Manager  
City of Goleta  
130 Cremona Drive, Suite B  
Goleta, CA 93117

TO CONSULTANT: Paradigm Pictures SB  
1173 Camino Andaluz  
Santa Barbara, CA  
93111

## **32. COUNTERPARTS AND ELECTRONIC/FACSIMILE SIGNATURES**

This Agreement may be executed in several counterparts, which may be facsimile or electronic copies. Each counterpart is fully effective as an original, and together constitutes one and the same instrument.

Subcontracts, if any, shall contain a provision making them subject to all of the provisions stipulated in the contract, including but not limited to, 2 C.F.R. Part 200 and the Federal Contract Provisions.

With respect to any conflict between such federal requirements and the terms of this contract and/or the provisions of state law and except as otherwise required under federal law or regulation, the more stringent requirement shall control.

**In concurrence and witness whereof**, this AGREEMENT has been executed by the parties effective on the date and year first above written.

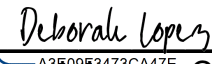
**CITY OF GOLETA**

DocuSigned by:  
  
Robert Nisbet, City Manager

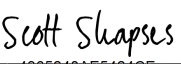
**CONSULTANT**

DocuSigned by:  
  
By: Paul Westmacott  
Owner and President

**ATTEST**

DocuSigned by:  
  
Deborah Lopez, City Clerk

**APPROVED AS TO FORM:**  
MEGAN GARIBALDI, CITY ATTORNEY

DocuSigned by:  
  
Scott Shapses, Deputy City Attorney

## EXHIBIT A SCOPE OF SERVICES

Paradigm Pictures SB will:

- Providing video production, recording, editing, programming services for government meetings and programming and support services on city's cable channel 19 for all city meetings, ensuring optimal coverage and capturing key moments.
- Handle all technical aspects, including setup, audio recording, and live broadcasting or streaming, as per the city's requirements.
- Ensure that the programming content for Goleta TV Channel 19 is a high-quality product without any technical issues.
- Provide Emergency Support and that may arise during emergencies or any last-minute additional needs that arise

**EXHIBIT B  
SCHEDULE OF FEES**

Administration Fee	\$250.00
Includes time for coordinating with city staff, scheduling and updating of SOP binder.	
Public Meeting Broadcast	\$90.00 per operator
Cancellation Fee	\$90.00 per operator
2 hour minimum if cancelled within 24 hours of the meeting/ event.	