



Agenda Item B.7
CONSENT CALENDAR
Meeting Date: June 18, 2019

TO: Mayor and Councilmembers

FROM: Deborah Lopez, City Clerk

CONTACT: David J. Cutaia, Deputy City Clerk

SUBJECT: Amendment No.3 to Professional Services Agreement No. 2015-106 with the City of Santa Barbara for Videotaping Services

RECOMMENDATION:

Approve and authorize the City Manager to execute Amendment No. 3 to Agreement No. 2015-106 with the City of Santa Barbara for Videotaping Services for two additional years with a termination date to June 30, 2021, and increasing the contract amount by \$82,000 for a new total not-to-exceed amount of \$169,000, subject to the approval of the Fiscal Year 2019-20 and Fiscal Year 2020-21 Budget.

BACKGROUND:

On October 26, 2015, the City Manager authorized an Agreement with the City of Santa Barbara for the videotaping of City Council meetings in an amount not to exceed \$29,500. On October 3, 2017, the City Council authorized Amendment No. 1 to Agreement 2015-106 amending the contract not to exceed amount to \$66,000 with a term expiring June 30, 2018. On August 21, 2018, the City Council authorized Amendment No. 2 amending the contract not to exceed amount to \$87,000 with a term expiring June 30, 2019.

DISCUSSION:

While the City of Goleta may wish to hire in-house staff to provide videotaping services in the future, the partnership with the City of Santa Barbara for these services has been very successful. For that reason, and because of the many years of satisfactory service the City has received from City TV staff, it is recommended that the City Council authorize an amendment to the agreement for videotaping services with the City of Santa Barbara increasing the contract amount by \$82,000 for a new total not-to-exceed amount of \$169,000, subject to the approval of the Fiscal Year 2019-20 and Fiscal Year 2020-21 Budget.

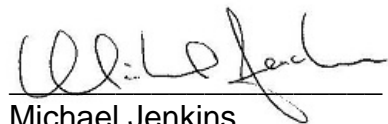
FISCAL IMPACTS:

The contract amendment is for a total increase of \$82,000, with an extended term through June 30, 2021. The table below summarizes the proposed Fiscal Year 2019-20 and Fiscal Year 2020-21 Budget for videotaping services related to the City Council, Planning Commission, Design Review Board, Library Advisory Commission, Parks and Recreation Commission, Public Tree Advisory Commission, Public Engagement Commission and the State of the City Event. The proposed budgets includes re-programming of media services that were previously supported in other departments, to allow efficient contract and budget management in the City Clerk's office.

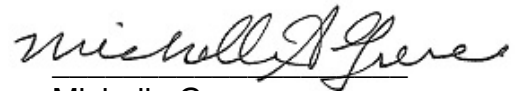
Board/ Commission	Account	FY 19/20 Proposed Budget	FY 20/21 Proposed Budget
City Council, Design Review Board, Planning Commission	101-5-1300-500	\$30,000	\$30,000
Library Advisory Commission	101-5-1300-500	\$2,500	\$2,500
Parks and Recreation Commission	101-5-1300-550	\$2,000	\$2,000
Public Tree Advisory Commission	101-5-1300-500	\$2,000	\$2,000
Public Engagement Commission	101-5-1300-500	\$2,500	\$2,500
State of the City Event	101-5-1300-500	\$2,000	\$2,000
	Total	\$41,000	\$41,000

ALTERNATIVES:

None identified at this time.

Legal Review By:


Michael Jenkins
City Attorney

Approved By:


Michelle Greene
City Manager

ATTACHMENTS:

1. Amendment No.3 to the Professional Services Agreement No. 2015-106 with the City of Santa Barbara for Videotaping Services
2. Agreement No. 2015-106, Amendments 1 and 2 to the City of Santa Barbara - Videography Services (Available online only)

ATTACHMENT 1:

Amendment No.3 to the Professional Services Agreement No. 2015-106 with the City
of Santa Barbara for Videotaping Services

**AMENDMENT NO. 3
TO A PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF GOLETA
AND
CITY OF SANTA BARBARA**

This Amendment No. 3 ("Amendment") to a PROFESSIONAL SERVICES AGREEMENT is made this 18th day of June, 2019, between the **CITY OF GOLETA** (City) and **CITY OF SANTA BARBARA** (Consultant) dated October 26, 2015 ("Agreement").

RECITALS

WHEREAS, the Agreement between City and Consultant currently provides for Videography Services and in Section 3 Subsection (a) for the total compensation amount not to exceed twenty nine thousand five hundred dollars (\$29,500) at an hourly rate of \$97; and

WHEREAS, on October 3, 2017, the Agreement was amended so as to provide for additional compensation in the amount of thirty six thousand five hundred dollars (\$36,500) for a total not to exceed amount of sixty six thousand dollars (\$66,000) and extended the termination date to June 30, 2018 (Amendment No. 1); and

WHEREAS, on August 21, 2018, the Agreement was amended so as to provide for additional compensation in the amount of twenty one thousand dollars (\$21,000) for a total not to exceed amount of eighty seven thousand dollars (\$87,000) and extended the termination date to June 30, 2019 (Amendment No. 2); and

WHEREAS, the parties desire to amend the Agreement so as to provide for additional compensation in the amount of eighty two thousand dollars (\$82,000) at an hourly rate of \$98; and

WHEREAS, the Agreement between City and Consultant currently provides in Section 6 for a termination date of June 30, 2019; and

WHEREAS, the parties desire to amend the Agreement so as to extend the termination of the agreement to June 30, 2021; and

WHEREAS, the City Council, on this 18th day of June, 2019, approved this Amendment No.3 and authorized the City Manager to execute the amendment.

AMENDED TERMS

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

1. **Section 3 Subsection (a). COMPENSATION AND PAYMENT** of the Agreement is amended to add an additional authorized amount of \$82,000 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 \$169,000 (herein "not to exceed amount"), and shall be earned as the work progresses on the following basis:

Hourly at the hourly rate of \$98.00 and with reimbursement to CONSULTANT for those expenses. The rates and expenses set forth in that exhibit shall be binding upon CONSULTANT until June 30, 2020, after which any change in said rates and expenses must be approved in writing by CITY's Project Manager (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. 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).

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

The term of this AGREEMENT is from the date first written above to June 30, 2021 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 paragraph 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 48 hours following the notice to proceed.

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

Signatures on next page

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

Michelle Greene, City Manager

Paul Casey, City Administrator

ATTEST:

Deborah S. Lopez, City Clerk

Tony Ruggieri, Production Supervisor

APPROVED AS TO FORM

APPROVED AS TO FORM



Winnie Cai, Assistant City Attorney

Ariel Calonne, City Attorney

Attachment 2

Agreement No. 2015-106 and all amendments, City of Santa Barbara -
Videography Services (Available online only)

**AMENDMENT NO. 1
TO A PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
CITY OF SANTA BARBARA**

This Amendment No. 1 ("Amendment") to a PROFESSIONAL SERVICES AGREEMENT is made this 3rd day of October, 2017, between the **CITY OF GOLETA**, a municipal corporation ("City") and **CITY OF SANTA BARBARA**, a municipal corporation ("Consultant") dated October 26, 2015 ("Agreement," Agreement No. 2015-106).

RECITALS

WHEREAS, the City has a need for professional videography services in conjunction with the public meetings scheduled for FY 2017-18; and

WHEREAS, the Agreement between City and Consultant currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed twenty-nine thousand five hundred dollars (\$29,500); and

WHEREAS, the parties desire to amend the Agreement so as to provide for additional compensation in the amount of thirty-six thousand five hundred dollars (\$36,500) for additional public meetings that were not taken into account on the original agreement; and

WHEREAS, the City Council approved this Amendment No.1, on this 3rd day of October, 2017.

AMENDED TERMS

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

1. Section 3 Subsection (a). COMPENSATION AND PAYMENT of the Agreement is amended to add an additional authorized amount of \$36,500 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 \$66,000.00 (herein "not to exceed amount"), and shall be earned as the work progresses.


2. 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.

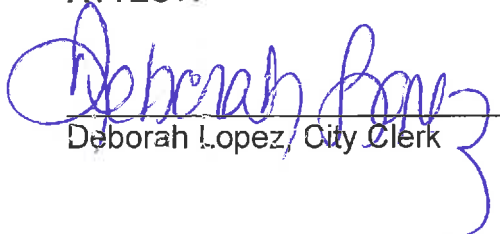
CITY OF GOLETA

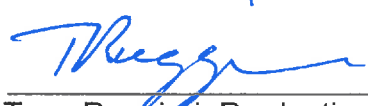

Michelle Greene, City Manager

CONSULTANT


Paul Casey, City Administrator

ATTEST:

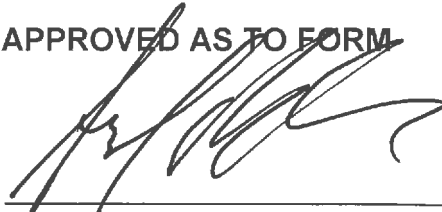

Deborah Lopez, City Clerk


Tony Ruggieri, Production Supervisor

APPROVED AS TO FORM


Winnie Cai, Deputy City Attorney

APPROVED AS TO FORM


Ariel Calonne, City Attorney

Project Name: Videography Services

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF GOLETA
AND
CITY OF SANTA BARBARA**

This AGREEMENT FOR PROFESSIONAL SERVICES is made and entered into this 21st day of, October, 2015 by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and **CITY OF SANTA BARBARA**, a municipal corporation (herein referred to as "CONSULTANT").

WHEREAS, CONSULTANT represents that they are sufficiently experienced and capable of providing the services agreed to herein and are sufficiently familiar with the needs of the CITY; and

WHEREAS, CONSULTANT was selected based on a prequalified list that has been established for the use of professional videography need and is recommended for award of this AGREEMENT by the City Clerk; and

WHEREAS, the City Manager is authorized by the City Council per the Goleta Municipal Code Section 3.05.240 to execute this AGREEMENT as the value of the AGREEMENT is under \$30,000.

CITY and CONSULTANT agree as follows:

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 videography services in conjunction with all televised meetings agendized by the City of Goleta, gavel to gavel. Services shall generally include professional audio visual services for all agendized meetings for the CITY, maintenance of equipment, assign one staff person to videotape the meetings that are televised, provide a DVD of the entire meeting to the City within twenty-four (24) hours of the recorded meeting, base service charges on actual time spent (including travel time, production, and equipment set-up/breakdown); and provide a 90 day advanced notice upon cancelation of services if CONSULTANT can no

longer provide services. CONSULTANT shall deliver to CITY the deliverables within the time allotted herein.

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 \$29,500 (herein "not to exceed amount"), and shall be earned as the work progresses on the following basis:

Hourly at the hourly rate of \$97.00 and with reimbursement to CONSULTANT for those expenses.. The rates and expenses set forth in that exhibit shall be binding upon CONSULTANT until June 30, 2018, after which any change in said rates and expenses must be approved in writing by CITY's Project Manager (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. 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 in advance. 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 the compensation exhibit. 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 S. Lopez. 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, 2018 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 paragraph 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 48 hours following the notice to proceed.

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. Tony Ruggieri, City TV Production Supervisor, is deemed to be specially experienced and is a key member of CONSULTANT's firm, and shall be directly involved in performing, supervising or assisting 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 is not assignable by CONSULTANT without CITY's prior consent in writing.

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. If CONSULTANT is self-insured pursuant to State law may, upon adequate proof of such self-insured status, be relieved of the following insurance obligations. Any subcontractors retained by CONSULTANT shall be required to maintain the following insurance and provide additional insured certificates listing the CITY as an additional insured under the policies, notwithstanding CONSULTANT's self-insured status.

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 in the aggregate.
- b) Insurance Services Office form number CA 0001 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 on a policy form appropriate to CONSULTANT's profession. Limits shall be no less than \$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) 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 exact 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 with an edition date prior to 2004.
- b) CONSULTANT's insurance shall apply 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) Liability coverage shall be primary and non-contributing with any insurance maintained by CITY.
- d) 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.
- e) 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.
- f) CONSULTANT agrees to deposit with CITY within fifteen days of Notice to Proceed of the Contract certificates of insurance and required endorsements.
- g) 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.

- h) 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. RELATION OF THE PARTIES

The relationship of the parties to this AGREEMENT shall be that of independent contractors 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 30 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 consultant 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. TAXPAYER IDENTIFICATION NUMBER

CONSULTANT shall provide CITY with a complete Request for Taxpayer Identification Number and Certification, Form W-9 (Rev. 12-87), as issued by the Internal Revenue Service.

22. 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.

23. 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.

24. USE OF THE TERM "CITY"

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

25. PERMITS AND LICENSES

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

26. 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.

27. 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.

28. 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.

29. 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.

30. 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: Michelle Greene, City Manager
City of Goleta
130 Cremona Drive, Suite B
Goleta, CA 93117

TO CONSULTANT: Attention: Tony Ruggieri
 City of Santa Barbara

City of Goleta
City Clerk's Office agreement with City of Santa Barbara
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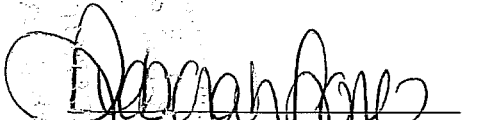
735 Anacapa Street
Santa Barbara, CA 93102
(805) 564-5311

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


Michelle Greene, City Manager

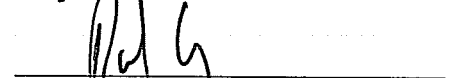
ATTEST:


Deborah S. Lopez, City Clerk

APPROVED AS TO FORM

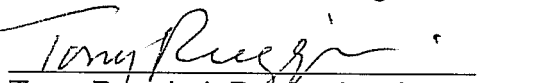

Tim W. Giles, City Attorney

City of Santa Barbara


Paul Casey, City Administrator

ATTEST:


Gwen Pierce, CMC
City Clerk Services Manager


Tony Ruggieri, Production Supervisor

APPROVED AS TO FORM



Ariel Calonne, City Attorney

EXHIBIT "A"
SCOPE OF SERVICES

The City of Santa Barbara will:

- Videotape all City Government meetings gavel to gavel;
- Assign one staff persons to videotape the meetings
- Provide a DVD of the entire meeting to Goleta City staff no later than 24 hours following the meeting;
- Base service charges on actual time spent (including travel time, production, and equipment set-up/breakdown time); and
- Provide a 90 day advance notice to cancel services.