



Council Agenda Report

To: Mayor Uhring and the Honorable Members of the City Council

Prepared by: Alexis Brown, Deputy City Manager

Approved by: Steve McClary, City Manager

Date prepared: October 9, 2023 Meeting date: October 23, 2023

Subject: Agreement for Video Broadcast Services

RECOMMENDED ACTION: 1) Authorize the Mayor to execute Professional Services Agreement with Pegasus Studios to provide Video Broadcast Services for City meetings and other City events in the amount of \$150,000; and 2) Appropriate \$115,500 from the General Fund Undesignated Reserve to Account Number 100-7002-5100 (Media Operations, Professional Services).

FISCAL IMPACT: Initial funding for these services was included in the Adopted FY 2023-24 Budget in Media Operations Professional Services, Account 100-7002-5100. The account has a budget of \$65,000, with \$34,500 initially available for broadcast services. Additional appropriation is required for the full scope of services identified in the RFP. A request was reviewed and approved by the A&F Subcommittee during a Special Meeting on October 10, 2023, to allocate General Fund Undesignated Reserve funds in the amount of \$115,500 to supplement the costs of the total agreement at a not-to exceed of \$150,000 for FY 2023-24 (see table on page 2).

Funding for future fiscal years will be included in proposed budgets for the term of the agreement. The term of the agreement is for two years, with the option to extend for a third year.

STRATEGIC PRIORITY: This item is part of the day-to-day operations identified in the Adopted FY 2023-24 Strategic Priority Project List.

DISCUSSION: The City provides video and audio broadcasting for meetings that occur in the Malibu City Hall Council Chambers. This includes City Council meetings, Planning Commission meetings, School Board meetings, and other City events. The City Holds a minimum of 22 City Council meetings, 22 Planning Commission meetings, and hosts 5 to

6 school board meetings a year. Meetings range in duration from about two (2) to six (6) hours. Prospective bidders should be aware that the meeting duration is not set, and technicians will be required to complete the meeting regardless of the length.

The City of Malibu issued a Request for Proposals on July 24, 2023, to seek a qualified firm to provide video broadcasting services for City Meetings and other city events. The City recommends entering into an agreement with Pegasus Studios for the term of two (2) years, with the option to extend it for up to one year.

A breakdown of the annual ongoing and one-time fees is below:

Fees Schedule	Services
Monthly Retainer \$6,000.00 (\$72,000 annually)	Management and Operations of Broadcast Services. Includes coordination with City Staff, Scheduling, Training, Reporting and Documentation. Basic A/V Maintenance and Channel Management. Two broadcast Technicians per meeting.
On-Call Services (Not to Exceed \$23,000 per year)	Broadcast Services for other City Boards and Commissions. On-Call Emergency Broadcast Services. Optional Video Production & Public Service Announcements of City Events <i>*Some on-call services may be subject to cost recovery such as Broadcast Services for SMMUSD School Board Meetings.</i>
One-Time Costs (Not to Exceed) \$55,000.00	Digital Mapping and Completion of As-Built Drawings for Broadcast Equipment. Evaluation and Documentation of All AV Equipment. Recommendation of Replacement Schedule and Equipment Phase Out.

ATTACHMENTS:

1. Agreement for Broadcast Services
2. Proposal by Pegasus Studios
3. RFP for Video Broadcast Services

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of November 1, 2023, by and between the City of Malibu (hereinafter referred to as the "City"), and Pegasus Studios (hereinafter referred to as "Consultant").

The City and the Consultant agree as follows:

RECITALS

A. The City does not have the personnel able and/or available to perform the services required under this Agreement.

B. The City desires to contract out for consulting services for certain projects relating to Video Broadcast Services

C. The Consultant warrants to the City that it has the qualifications, experience and facilities to perform properly and timely the services under this Agreement.

D. The City desires to contract with the Consultant to perform the services as described in Exhibit A of this Agreement.

NOW, THEREFORE, the City and the Consultant agree as follows:

1.0 SCOPE OF THE CONSULTANT'S SERVICES. The Consultant agrees to provide the services and perform the tasks set forth in the Scope of Work, attached to and made part of this Agreement, except that, to the extent that any provision in Exhibit A conflicts with this Agreement, the provisions of this Agreement govern. The Scope of Work may be amended from time to time by way of a written directive from the City.

2.0 TERM OF AGREEMENT. This Agreement will become effective on November 1, 2023, and will remain in effect for a period of two years, with the option to extend up to one year thereafter from said date as agreed to by both parties or terminated by either party as provided herein.

3.0 CITY AGENT. The City Manager, or his or her designee, for the purposes of this Agreement, is the agent for the City; whenever approval or authorization is required, Consultant understands that the City Manager, or his or her designee, has the authority to provide that approval or authorization.

4.0 COMPENSATION FOR SERVICES. The City shall pay the Consultant for its professional services rendered and costs incurred pursuant to this Agreement in accordance with the Scope of Work's fee and cost schedule. The cost of services shall be six thousand dollars (\$6,000.00) per month, for a total amount not to exceed an annual cost of one thousand fifty dollars (\$150,000.00). Payment Schedule is attached hereto as Exhibit B and incorporated herein. No additional compensation shall be paid for any other expenses incurred, unless first approved by the City Manager, or his or her designee.

4.1 The Consultant shall submit to the City, by no later than the 10th day of each month, its bill for services itemizing the fees and costs incurred during the previous month. The City shall pay the Consultant all uncontested amounts set forth in the Consultant's bill within 30 days after it is received.

5.0 CONFLICT OF INTEREST. The Consultant represents that it presently has no interest and shall not acquire any interest, direct or indirect, in any real property located in the City which may be affected by the services to be performed by the Consultant under this Agreement. The Consultant further represents that in performance of this Agreement, no person having any such interest shall be employed by it.

5.1 The Consultant represents that no City employee or official has a material financial interest in the Consultant's business. During the term of this Agreement and/or as a result of being awarded this contract, the Consultant shall not offer, encourage or accept any financial interest in the Consultant's business by any City employee or official.

5.2 If a portion of the Consultant's services called for under this Agreement shall ultimately be paid for by reimbursement from and through an agreement with a developer of any land within the City or with a City franchisee, the Consultant warrants that it has not performed any work for such developer/franchisee within the last 12 months, and shall not negotiate, offer or accept any contract or request to perform services for that identified developer/franchisee during the term of this Agreement.

6.0 GENERAL TERMS AND CONDITIONS.

6.1 Termination. Either the City Manager or the Consultant may terminate this Agreement, without cause, by giving the other party thirty (30) days written notice of such termination and the effective date thereof.

6.1.1 In the event of such termination, all finished or unfinished documents, reports, photographs, films, charts, data, studies, surveys, drawings, models, maps, or other documentation prepared by or in the possession of the Consultant under this Agreement shall be returned to the City. If the City terminates this Agreement without cause, the Consultant shall prepare and shall be entitled to receive compensation pursuant to a close-out bill for services rendered and fees incurred pursuant to this Agreement through the notice of termination. If the Consultant terminates this Agreement without cause, the Consultant shall be paid only for those services completed in a manner satisfactory to the City.

6.1.2 If the Consultant or the City fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Consultant or the City violate any of the covenants, agreements, or stipulations of this Agreement, the Consultant or the City shall have the right to terminate this Agreement by giving written notice to the other party of such termination and specifying the effective date of such termination. The Consultant shall be entitled to receive compensation in accordance with the terms of this Agreement for any work satisfactorily completed hereunder. Notwithstanding the foregoing, the Consultants shall not be relieved of liability for damage sustained by virtue of any breach of this Agreement and any payments due under this Agreement may be withheld to off-set anticipated damages.

6.2 Non-Assignability. The Consultant shall not assign or transfer any

interest in this Agreement without the express prior written consent of the City.

6.3 Non-Discrimination. The Consultant shall not discriminate as to race, creed, gender, color, national origin, or sexual orientation in the performance of its services and duties pursuant to this Agreement, and will comply with all applicable laws, ordinances and codes of the Federal, State, County and City governments.

6.4 Insurance. The Consultant shall submit to the City certificates indicating compliance with the following minimum insurance requirements no less than one (1) day prior to beginning of performance under this Agreement. Consultant further agrees to comply with all provisions in the attached Exhibit C which is incorporated herein.

6.5 Indemnification.

To the fullest extent permitted by law, Consultant shall indemnify and hold harmless City and any and all of its officials, employees, agents, and/or volunteers (“Indemnified Parties”) from and against any and all losses, liabilities, damages, costs, and expenses, including attorney’s fees and costs, caused in whole or in part by the negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or subconsultants (or any agency or individual that Consultant shall bear the legal liability thereof) in the performance of services under this Agreement. Consultant’s duty to indemnify and hold harmless City shall not extend to the City’s sole or active negligence or willful misconduct.

6.5.1. Duty to defend:

In the event the Indemnified Parties, individually or collectively, are made a party to any action, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this Agreement, and upon demand by City, Consultant shall defend the Indemnified Parties at Consultant’s cost or at City’s option, to reimburse City for its costs of defense, including reasonable attorney’s fees and costs incurred in the defense of such matters to the extent the matters arise from, relate to or are caused by Consultant’s negligent acts, errors or omissions. Payment by City is not a condition precedent to enforcement of this provision. In the event of any dispute between Consultant and City, as to whether liability arises from the sole or active negligence or willful misconduct of the City or its officers, employees, or agents, Consultant will be obligated to pay for City’s defense until such time as a final judgment has been entered adjudicating the Indemnified Parties as solely or actively negligent or to have acted with willful misconduct. Consultant will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney’s fees, expert fees, and costs of litigation.

6.6 Compliance with Applicable Law. The Consultant and the City shall comply with all applicable laws, ordinances, and codes of the federal, state, county, and city governments, including, without limitation, Malibu Municipal Code Chapter 5.36 Minimum Wage.

6.7 Independent Contractor. This Agreement is by and between the City and the Consultant and is not intended, and shall not be construed, to create the relationship of agency, servant, employee, partnership, joint venture, or association, as between the City and the Consultant.

6.7.1. The Consultant shall be an independent contractor and shall have no power to incur any debt or obligation for or on behalf of the City. Neither the City nor any of its officers or employees shall have any control over the conduct of the Consultant, or any of the Consultant's employees, except as herein set forth, and the Consultant expressly warrants not to, at any time or in any manner, represent that it, or any of its agents, servants or employees are in any manner employees of the City, it being distinctly understood that the Consultant is and shall at all times remain to the City a wholly independent contractor and the Consultant's obligations to the City are solely such as are prescribed by this Agreement.

6.8 Copyright. No reports, maps or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Consultant.

6.9 Legal Construction.

(a) This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced, and governed under the laws of the State of California.

(b) This Agreement shall be construed without regard to the identity of the persons who drafted its various provisions. Each and every provision of this Agreement shall be construed as though each of the parties participated equally in the drafting of same, and any rule of construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

(c) The article and section, captions and headings herein have been inserted for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

(d) Whenever in this Agreement the context may so require, the masculine gender shall be deemed to refer to and include the feminine and neuter, and the singular shall refer to and include the plural.

6.10 Counterparts. This Agreement may be executed in counterparts and as so executed shall constitute an agreement which shall be binding upon all parties hereto.

6.11 Final Payment Acceptance Constitutes Release. The acceptance by the Consultant of the final payment made under this Agreement shall operate as and be a release of the City from all claims and liabilities for compensation to the Consultant for anything done, furnished or relating to the Consultant's work or services. Acceptance of payment shall be any negotiation of the City's check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by the City shall not constitute, nor be deemed, a release of the responsibility and liability of the Consultant, its employees, sub-consultants and agents 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 the City for any defect or error in the work

prepared by the Consultant, its employees, sub-consultants and agents.

6.12 Corrections. In addition to the above indemnification obligations, the Consultant shall correct, at its expense, all errors in the work which may be disclosed during the City's review of the Consultant's report or plans. Should the Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by the City, and the cost thereof shall be charged to the Consultant.

6.13 Files. All files of the Consultant pertaining to the City shall be and remain the property of the City. The Consultant will control the physical location of such files during the term of this Agreement and shall be entitled to retain copies of such files upon termination of this Agreement.

6.14 Waiver; Remedies Cumulative. Failure by a party to insist upon the 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 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.

6.15 Mitigation of Damages. In all such situations arising out of this Agreement, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

6.16 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.

6.17 Attorneys' Fees. The parties hereto acknowledge and agree that each will bear his/her or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any party hereto to enforce this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that party or those parties may be entitled.

6.18 Entire Agreement. This Agreement constitutes the whole agreement between the City and the Consultant, and neither party has made any representations to the other except as expressly contained herein. Neither party, in executing or performing this Agreement, is relying upon any statement or information not contained in this Agreement. Any changes or modifications to this Agreement must be made in writing appropriately executed by both the City and the Consultant.

6.19 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:

<p>CITY: Steve McClary City Manager City of Malibu 23825 Stuart Ranch Road Malibu, CA 90265-4861 TEL (310) 456-2489 x 226 FAX (310) 456-2760</p>	<p>CONSULTANT: Robert Schwieger Owner Pegasus Studios 14275 Peach Hill Road Moorpark, CA 93021 TEL (805) 222-0014</p>
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6.20 Warranty of Authorized Signatories and Acceptance of Facsimile or Electronic Signatures. Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign. The Parties agree that this Contract, agreements ancillary to this Contract, and related documents to be entered into in connection with this Contract will be considered signed when the signature of a party is delivered physically or by facsimile transmission or scanned and delivered via electronic mail. Such facsimile or electronic mail copies will be treated in all respects as having the same effect as an original signature.

7.0 GENERAL TERMS AND CONDITIONS.

7.1 Disclosure Required. By their respective initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is a “consultant” for the purposes of the California Political Reform Act because Consultant’s duties would require him or her to make one or more of the governmental decisions set forth in Fair Political Practices Commission Regulation 18700.3(a) or otherwise serves in a staff capacity for which disclosure would otherwise be required were Consultant employed by the City. Consultant hereby acknowledges his or her assuming-office, annual, and leaving-office financial reporting obligations under the California Political Reform Act and the City’s Conflict of Interest Code and agrees to comply with those obligations at his or her expense. Prior to consultant commencing services hereunder, the City’s Manager shall prepare and deliver to consultant a memorandum detailing the extent of Consultant’s disclosure obligations in accordance with the City’s Conflict of Interest Code.

City Initials _____
Consultant Initials RS

7.2 Disclosure not Required. By their initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is not a “consultant” for the purpose of the California Political Reform Act because Consultant’s duties and responsibilities are not within the scope of the definition of consultant in Fair Political Practice Commission Regulation 18700.3(a) and is otherwise not serving in staff capacity in accordance with the City’s Conflict of Interest Code.

City Initials _____
Consultant Initials RS

This Agreement is executed on 10/10/2023, at Malibu, California, and effective as of November 1, 2023.

PEGASUS STUDIOS:

Robert Schwieger
ROBERT SCHWIEGER, Owner

CITY OF MALIBU:

STEVE UHRING, Mayor

ATTEST:

KELSEY PETTIJOHN, City Clerk

(seal)

APPROVED AS TO FORM:

TREVOR RUSIN, Interim City Attorney

EXHIBIT A
SCOPE OF WORK

[Consultant's Proposal]

EXHIBIT B PAYMENT SCHEDULE

Our cost proposal includes a flat rate to cover all of your broadcast service needs as well as optional hourly rates for as-requested services. All costs will be billed monthly.

A. Broadcast Services: \$6,000 per month

- Administrative services and management. Includes coordination with city staff, scheduling, consultation, training, reporting and documentation.
- Basic A/V maintenance and troubleshooting. Coordination with staff and subcontractors for maintenance and repair issues.
- Channel schedule management.
- Two (2) Broadcast Technicians for all regularly scheduled City Council and Planning Commission meetings.
- Two (2) Broadcast Technicians for all special City Council and Planning Commission meetings.
 - Technicians will arrive two (2) hours prior to the meeting start.

B. Hourly Rates for Additional Services:

- Broadcast Services for the SMMUSD school board meetings: \$90 hour
 - One (1) Broadcast Technician for all regularly scheduled SMMUSD school board meetings. Four (4) hour minimum charge. Technician will arrive two (2) hours prior to the meeting start.
- Broadcast Services for other Board or Commission meetings: \$90 hour
 - For meetings other than the City Council and Planning Commission. One (1) Broadcast Technician. Four (4) hour minimum charge. Technician will arrive two (2) hours prior to the meeting start.
- Extended services rate: \$125 hour
 - For on-call services, emergency broadcast services with less than 24 hours notice or maintenance services as requested.
- Videography: \$300 per hour, with a four (4) hour minimum
 - Includes one (1) videographer, one (1) 4k resolution camera, tripod and audio kit.
- Photography: \$300 per hour, with a four (4) hour minimum
 - Aerial drone videography or photography: \$500 per hour
- Editing and post production: \$125 per hour
- Live streaming: \$800 per hour
 - Includes a two-person crew, multi-camera production, fully equipped live streaming mobile production studio for streaming to Zoom/YouTube and a recorded version delivered the day of production. Requires a 5 hour minimum as we need to be on site at least 3 hours prior to production to set up.

C. Operations & Maintenance of Equipment

- Troubleshooting and Repair (as needed): \$200 per hour, with a four (4) hour minimum.
- Digital Mapping of Broadcast System: Onetime fee not to exceed \$30,000.

- Third Party Support Services: Not to exceed \$30,000

D. Optional Turnkey Video Production:

- Stand-alone video production option: \$7,500

Each shoot day will include a six (6) hour block for set up, production and breakdown and will result in one (1) video per shoot. Edited videos typically run 3-5 minutes in length.

In the lead up to the production day we will work with city staff to identify topics of interest and create a script and a production schedule. We'll meet with staff or talent via Zoom to review final details before the production and then schedule the shoot.

EXHIBIT C**INSURANCE LANGUAGE**

Without limiting Consultant's indemnification of City, and prior to commencement of work and/or services under this Agreement, Consultant shall obtain, provide, and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

General Liability Insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile Liability Insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned, or rented vehicles, in an amount not less than 1,000,000 combined single limit for each accident.

Professional Liability (Errors & Omissions) Insurance. Consultant shall maintain 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 and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

Workers' Compensation Insurance. Consultant shall maintain Workers' Compensation Insurance (statutory limits) and Employer's Liability insurance (with limits of at least \$1,000,000).

Consultant shall submit to Agency, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

OTHER PROVISIONS OR REQUIREMENTS

Proof of Insurance. Consultant shall provide certificates of insurance and required endorsements to City as evidence of the insurance coverage required herein. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City for the contract period and any additional length of time required thereafter. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of Coverage. Consultant shall procure and maintain for the contract period, and any additional length of time required thereafter, insurance against claims for injuries to persons or damages to property, or financial loss which may arise from or in connection with the

performance of the Work hereunder by Consultant, their agents, representatives, employees, or subconsultants.

Primary/Noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

City's Rights of Enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications 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. In the alternative, City may cancel this Agreement.

Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of Contract Provisions (Non Estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

Requirements Not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Notice of Cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide the City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage. If any of the Consultant's insurers are unwilling to provide such notice, then Consultant shall have the responsibility of notifying the City immediately in the event of Consultant's failure to renew any of the required insurance coverages, or insurer's cancellation or non-renewal.

Additional Insured Status. General liability, automobile liability, and umbrella/excess liability insurance policies shall provide or be endorsed to provide that City and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies.

Prohibition Of Undisclosed Coverage Limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

Separation of Insureds. A severability of interests' provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass Through Clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party who is brought onto or involved in the project/service by Consultant (hereinafter collectively "Subcontractor"), provide the same minimum insurance coverage and endorsements required of Consultant under this Agreement. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. However, in the event Consultant's Subcontractor cannot comply with this requirement, which proof must be submitted to the City, Consultant may still be able to utilize the Subcontractor provided Consultant shall be required to ensure that its Subcontractor provide and maintain insurance coverage and endorsements sufficient to the specific risk of exposure involved with Subcontractor's scope of work and services, with limits less than required of the Consultant, but in all other terms consistent with the Consultant's requirements under this Agreement. This provision does not relieve the Consultant of its contractual obligations under the Agreement and/or limit its liability to the amount of insurance coverage provided by its subcontractors. This provision is intended solely to provide Consultant with the ability to utilize a Subcontractor who may be otherwise qualified to perform the work or services but may not carry the same insurance limits as required of the Consultant under this Agreement given the limited scope of work or services provided by the subcontractor. Consultant agrees that upon request, all agreements with Subcontractors, and others engaged in the project and/or services, will be submitted to City for review.

City's Right to Revise Specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days' advance written notice of such change. If such a change results in substantial additional costs to the Consultant, the City and Consultant may renegotiate the Consultant's compensation.

Self-Insured Retentions. Any self-insured retentions must be declared to and approved by the City. City reserves the right to require that self-insured retentions be eliminated, lowered, or

replaced by a deductible, or require proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention through confirmation from the underwriter.

Timely Notice Of Claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional Insurance. The consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

Pegasus Studios

Request for Proposals for
Video Broadcast Services

City of Malibu

August 11, 2023

www.pegstudios.com

Attachment #2

Dear Alex Montano,

Please find the enclosed proposal from Pegasus Studios (“Pegasus”) in response to the City of Malibu (“City”) Request For Proposals (“RFP”) for Video Broadcast Services.

Pegasus Studios is based in Southern California and has been providing quality video production services since 2002. We have a proven track record of success and a reputation for delivering high-quality results. Our team currently provides services for the counties of Los Angeles, Orange, Santa Barbara and Ventura. We also provide services for the cities of Agoura Hills, Camarillo, Manhattan Beach, Moorpark, Simi Valley, Huntington Beach and West Hollywood.

Our name, Pegasus, is rooted in our mission to deliver an unparalleled level of excellence to our partners in the public, education and government sectors. We have a production team that are experts in all aspects of video production, and we are confident in our ability to immediately commence services for the City based upon our expertise mirroring the requested Scope of Work.

Our team understands the importance of this contract and we believe strongly that we can provide the best solution to the City of Malibu. The proposal price included is valid for a term of 180 days. Should you have any questions about our responses or our proposal, please do not hesitate to reach out to me directly by emailing robert@pegstudios.com, or by calling 818-216-3939.

Sincerely,

Robert Schwiager

Robert Schwiager

Owner
Pegasus Studios

14275 Peach Hill Rd. Moorpark, CA 93021

Office Phone: (805) 222-0014

Pegasus Studios

EXECUTIVE SUMMARY

Executive Summary

Pegasus Studios (“Pegasus”) has been providing quality video production services in the Southern California area since 2002. We are pleased to submit this proposal to provide Video Broadcast Services for the City of Malibu.

Who We Are

Pegasus Studios has over 15 years of experience providing broadcast, management and production services for government agencies, including four counties and eight cities.



Our Services

We have extensive experience providing professional broadcasting services for municipal agencies and government television channels including equipment testing and management. We provide technical consultation for the repair, modification and upgrade of broadcast-related equipment.

Our Clients

Our team currently provides services for the Counties of Santa Barbara, Ventura, Orange and Los Angeles. We provide management, broadcast and production services for the cities of Agoura Hills, Moorpark, Manhattan Beach and Simi Valley. Additionally, we provide video production services for the cities of Camarillo, Huntington Beach and West Hollywood. We also provide additional support services to other agencies including the City of Malibu.

Why Pegasus Studios

Our name, Pegasus, is rooted in providing our mission of delivering an unmatched level of excellence to our partners in the public, education and government sectors. Beginning with the City of Moorpark in 2008, we are very proud to say that our partnership with every government agency we have provided service for continues to this day. Our team understands the importance of this partnership and we believe that we can provide the best solution for the City of Malibu.



Pegasus Studios

1. Organization, Credentials and Experience

1. Organization, Credentials and Experience

a. Provide a summary of the company's qualifications, credentials and related past experience.

Pegasus Studios currently provides broadcast and video production services to the counties of Santa Barbara and Ventura, and the cities of Agoura Hills, Manhattan Beach, Moorpark and Simi Valley. We also provide video production services for the cities of Camarillo and West Hollywood.

In 2008 we began contracting with the City of Moorpark to provide their broadcast and video production services. We currently operate the Moorpark Television Channel MPTV. Our staff broadcasts and records live meetings for television, web streaming on Granicus and Zoom integration. We schedule replays and original content and work with city staff to maintain quality control over all audio and video broadcast-related equipment. We assist with programming and updating the bulletin board message system. We are extremely proud of the original and creative videos we have produced on behalf of the city featuring local events, groundbreaking ceremonies, public service announcements, economic development videos promoting local business and the yearly State of the City video.

Pegasus Studios began offering video production and broadcasting services to the County of Ventura in 2009. We currently provide services on an as-needed basis to support county staff. Services include pre-meeting setup and testing of all audio and video equipment, recording, broadcast and streaming of live meetings. Meetings include the Board of Supervisors, the Planning Commission and a variety of other boards and commissions. Recently we provided consulting services to county staff as they implemented a new graphics system using Ross Xpression. We also provide live streaming services, using our mobile broadcasting studio for off-site productions. We have worked with the county to produce videos and public service announcements for the Health Department and General Services Agency.

We began working with the City of Simi Valley in 2012. We provide broadcast and video production services for the operation of their government channel, Simi Valley Television. We provide staffing to film, broadcast and record all live meetings. Our team schedules the meeting replays and programming and assists with their bulletin board system. Meetings are streamed live on Granicus and YouTube. We have worked closely with city staff in the creation of a completely new and redesigned bulletin board system using the Tightrope Cablecast and Carousel system. We produce original content such as public service announcement videos, a yearly State of the City video and community

event videos. Additionally, we helped coordinate services for the design and install process when Simi Valley replaced their entire broadcast system and upgraded the Council Chambers in 2020.

In 2017 we began providing broadcast and video production services for the City of Manhattan Beach. Our staff provides broadcast services for all of their televised and hybrid streamed meetings. We coordinate to provide closed captioning services during the live broadcasts. In 2019 we helped the city upgrade their broadcast system which was using the Nexus Leightronix to the Tigtrope Cablecast and Carousel system. We are currently assisting the city with consulting services as they begin the development of an RFP to upgrade the entire broadcast and audio/visual (A/V) system. Our production team also creates original video content in the form of public service announcement videos and the filming of local city events.

Pegasus Studios began providing video production services for the City of Camarillo in 2021. We produce content for the city on a bi-monthly schedule that airs on their government channel as part of their CityScene Programming. We also provide as-needed video production, photography and aerial drone services in addition to filming their annual State of the City event.

We began working with the City of West Hollywood in 2022. The city has retained our services to provide as-needed video production, photography and live-streaming services.

We currently manage the County of Santa Barbara's Government Channel CSBTV. Our team provides broadcasting services for their Board of Supervisors meetings and Planning meetings as well as other boards and commissions. We oversee all production duties including recording, broadcasting on television, web streaming on YouTube and Granicus, scheduling and channel management. Our team works with county staff to facilitate Spanish language interpretation, closed captioning and Zoom integration with the public and remote users. We also provide off-site remote streaming and broadcast operations using our mobile steaming studio and cameras. In addition, we provide video production services for events and public service announcements.

In 2022 we began working with the City of Agoura Hills providing broadcasting, video production and live streaming services. We effectively utilized our mobile live-streaming studio to live-stream their Council Reorganization meeting. We also produced their State of the City Video.

Our production team currently provides video production services to the County of Orange, the County of Los Angeles and the City of Huntington Beach.

b. Describe the size of the company, and indicate the principal, company official(s) and other personnel who will be assigned to work on behalf of the City. Provide resumes, biographies and information on the key personnel who will be assigned to this work.

Robert Schwieger is the Owner of Pegasus Studios, providing exceptional broadcast and video production services to clients in the public, education and government sectors. With a Bachelor's Degree in Video/Digital Media from California State University at Northridge and an Associate's Degree in Art from Moorpark Community College, Robert's passion for film, photography and business is evident in the high-quality video and live productions he creates.

Robert's extensive background in broadcast production, editing, computer graphics and camera operations has made him a sought-after project director for several municipalities. He has a proven record of managing employees and subcontractors and delivering results-driven services to clients, all while fostering a collaborative team environment.

His expertise extends beyond the world of public and government clients. In 2002, he founded Robert Michael Films, a successful video production company that specializes in the wedding and live event industry. Recognized as one of the top wedding and event videographers in the world, Robert has filmed weddings and events for a range of high-profile clients, including members of the Los Angeles Lakers, Rams, Dodgers, Halle Berry, Jimmy Buffet and many more.

His experience in live event coverage has honed his unique talent for blending cinematography and fast-paced live event coverage, and he has applied this philosophy to each government client, ensuring all productions have not only excellent A/V operations but also a focus on composition and film techniques often overlooked in government broadcasts. He trains all project managers and staff to carry this philosophy into every government production.

Robert has produced video content for the Jenesse Center, the oldest domestic violence intervention program in South Los Angeles. He helped them secure a one million dollar grant from the federal government. He has also worked with the Young African American Women's Conference, the Public Funds Forum, Project IMPACT, the Wellness Community, Louis Vuitton, Rosewood Resorts and many other organizations.

With his leadership abilities and unwavering commitment to client success, Robert has built Pegasus Studios into a successful firm that consistently exceeds customer

expectations. He is a driven professional who delivers exceptional broadcast services to help clients achieve their goals.

Martin Zitzelberger is the Pegasus Studios Senior Project Manager. He began his career in live production, working with a variety of high-budget events and broadcasts for clients such as the Milken Institute and Skybridge Alternative. He became known for his ability to work seamlessly with teams and help produce high-quality live events.

In 2016, Martin joined Pegasus Studios as a broadcast technician, where he quickly became a key player in the company's operations. He was instrumental in helping Pegasus expand its services to six different government agencies, providing broadcast support and expertise to a wide range of clients. Martin has worked with a variety of equipment and technologies to ensure that the live broadcasts run smoothly and without interruption.

As a Project Manager at Pegasus, Martin now oversees all aspects of the Santa Barbara County Board of Supervisors broadcast, from initial planning and coordination to final execution. He also provides management support for the City of Manhattan Beach, Agoura Hills, Moorpark and Ventura County.

Alongside Robert, he works closely with a team of technicians, engineers and other professionals to ensure that every project runs smoothly and meets the highest standards. He also trains new employees and works with outside vendors to maintain and repair equipment, ensuring that Pegasus is always at the forefront of the industry.

Martin's versatile skill set and positive personality have been instrumental in his success in live production. He is able to think on his feet and take immediate action when necessary, while always maintaining a calm and professional demeanor.

Mark Doddy has built an impressive career in government broadcast television, spanning over 15 years of experience working with cities across California, including the cities of Los Angeles, Torrance, Rancho Palos Verdes Estates, Orange and Manhattan Beach.

Mark got his start in the industry at Torrance Access, where he served for five years as a video production instructor, working on all aspects of TV production. In this role, he was responsible for managing the studio space, channel management, broadcast production and creating monthly operating reports.

From there, Mark moved on to become the TV manager of the Rancho Palos Verdes facility. Over the course of ten years, he honed his skills in meeting and event production, producing and supervising weekly City Council and Planning Commission meetings. He also managed the production team to create weekly news programs and oversaw the installation of a new broadcast studio for the recording and broadcast of city meetings.

When not working with cities, Mark has leveraged his expertise as a freelancer, providing A/V Support for large-scale conferences and events in downtown Los Angeles, including venues such as L.A Live, Hilton and Marriott.

Currently, Mark is the Senior Broadcast Technician at the City of Manhattan Beach. With his extensive knowledge and experience in government broadcast television, Mark is an extremely valuable asset to our team.

Jason Larkin is a highly experienced Broadcast Technician with a background in audio/video production and business management. He holds a Bachelor's degree in Business from Cal State Fullerton and a Journeyman's Certificate in Audio Engineering from the Musicians Institute in Hollywood.

With over ten years of experience in video editing and audio recording, Jason brings a wealth of technical expertise to the Pegasus team. His strong multitasking skills, exceptional organization and interpersonal communication skills make him a perfect match for live broadcast productions that require exceptional attention to detail and focus.

In his current role as Broadcast Technician, Jason runs all video, audio and graphic elements for the Manhattan Beach City Council meetings. He also manages all audio operations for live outdoor city events. In addition to his broadcast experience, Jason has run a recording studio where he was responsible for tracking and editing artists in a professional setting.

David Bello Is a Broadcast Technician and Video Producer. He has a creative background in production, developing and producing compelling video content for a variety of digital channels and marketing.

He holds a Bachelor's degree in Film and Television Production from Columbia College-Hollywood and is passionate about local government broadcasting.

Evan Rosenberg is an award-winning filmmaker who has produced and filmed content for such brands, organizations and institutions as Toyota, Disneyland, the Paralympics, Pine-Sol, UPS, the Los Angeles Chargers, the Philharmonic Society of Orange County, and California State University, Fullerton.

He was commissioned by the J. Paul Getty Museum's Education Department to create the K-12 video curriculum for their Degas module.

He has produced two full-length documentaries for PBS SoCal, has shot for television series including *Say Yes to The Dress: Atlanta*, *Valerie's Home Cooking* and *To The Rescue!* and his footage has been licensed for use in commercials and series including MSNBC, Dr. Pepper, Dancing With The Stars and Sprint.

He created Anaheim Ballet's online video series, "Anaheim Ballet: More Than Dance...", which has received over 65 million views on YouTube. His video work has been featured on-stage at the Koch Theater, Lincoln Center, NYC.

Jasmine Yamanaka works with Pegasus as an Editor and Broadcast Technician. In her current role she helps oversee productions for the County of Santa Barbara government channel CSBTv.

She has an educational background in Film and Creative writing, receiving a Bachelor of Arts degree from California Riverside. She received the Chancellor's Performance Scholarship Award, the Dean's Academic Distinction Award and an award for Best Film, Audience Award' "Special", An SF 48 Film Project Film as the film's editor.

Prior to joining the Pegasus team, Jasmine worked at Santa Barbara Television and Narrative Ads as an editor, videographer and broadcast technician.

c. Provide a list of three of the Consultant's clients with contact information including the names, titles, addresses, phone numbers and email addresses for the appropriate persons at the client company that the City can contact regarding current or recent work assignments.

Reference 1	
Agency/Firm:	City of Moorpark, 799 Moorpark Ave
Service Type:	Broadcast Services and Video Production

Contract Term:	2008-Present
Contact:	Brian Chong, Assistant to the City Manager
Telephone:	805-517-6200
Email:	BChong@MoorparkCA.gov

Reference 2	
Agency/Firm:	City of Simi Valley, 2929 Tapo Canyon Rd.
Service Type:	Broadcast Services and Video Production
Contract Term:	2012-Present
Contact:	Mara Malch, Deputy Environmental Services Dir.
Telephone:	805-583-6762
Email:	MMalch@simivalley.org

Reference 3	
Agency/Firm:	City of Camarillo, 601 Carmen Dr.
Service Type:	Video Production
Contract Term:	2021-Present
Contact:	Michelle D'Anna, Assistant to the City Manager
Telephone:	(805) 388-5370
Email:	mdanna@cityofcamarillo.org



Pegasus Studios

2. Understanding of the Scope of Work

2. Understanding of the Scope of Work

We view our relationship with the city as a partnership. Our team is an extension of city staff and is here to support and enhance services for staff, elected officials and the residents of the city.

In addition to our experience providing video broadcast services for other municipalities, Pegasus has hands-on experience working with the City of Malibu. In March of 2023, our team began broadcasting the city's City Council and Planning Commission Meetings.

Our team provided pre-production testing and meeting set up, recording, broadcast operations and post-meeting services. We documented all set up and operation procedures and created meeting checklists and an operation manual. We also documented any technical issues that occurred with the audio visual system.

Services we will provide:

- Broadcast services for all regularly scheduled City Council and Planning Commission meetings
- Broadcast services for all special City Council and Planning Commission meetings
- Broadcast services for all regularly scheduled school board meetings
- Pre-production testing
- Troubleshooting, basic maintenance and reporting of technical issues
- Channel management, scheduling, post-meeting trimming
- Reporting and tracking of technical issues and QA/QC
- Documentation creation and updating of: Standard Operating Procedure, Pre and Post Meeting Checklists, Emergency Operations Guide, and Troubleshooting Guide
- Consulting for A/V upgrades, repair, and replacement
- Zoom best practices and optimal integration recommendations
- Graphics integration and improvement, including graphic design work
- Optional closed captioning or language translation services
- ADL best practices and compliance
- Brown Act compliance
- Best practices and training for city staff with the A/V equipment, such as how to display presentations or operate equipment in an emergency situation

- Our vendor support network: We have a large network of subcontractors, relationships with other production companies and other city staff that we can call on for support
- Production services: As needed services for videography, photography, aerial drone media, and editing services
- Live streaming services and mobile production options
- Consulting services related to equipment upgrades or system modernization

The Pegasus Method:

Management

Our management team collaborates with city staff to facilitate meeting notifications and allocate appropriate staffing for all productions. Additionally, we conduct weekly checks of the city website to keep track of any updates or changes in the schedule.

Pegasus staff will work closely with the clerk and other representatives to ensure that each meeting runs smoothly and any questions or concerns are addressed as soon as possible.

Operation

On a meeting day our broadcast technician will arrive two hours before the scheduled meeting start time. Two operators will be on site for City Council and Planning Commission meetings and one will be scheduled for the School Board Meeting.

Upon arrival our technicians will test all of the equipment to verify the equipment is functioning properly. After completion of an on-air test they will review the agenda and prepare any graphics or titles needed. Additional tasks may be completed prior to the meeting start such as updating of the channel schedule, updating documentation and filling out the operation log reports.

Maintenance and reporting

Any potential issues discovered during testing will be promptly reported and documented for immediate resolution. Issues that require escalation will be reported to our management team who will coordinate with city staff for resolution. Operational issues will be added to our SOP and troubleshooting guides. Technical issues will be documented in our A/V health reports.

Consulting

Our team is well-versed in the latest technology trends and can assist with system upgrades that maximize broadcast efficiency and performance. Our management team will collaborate with the city and offer guidance on any system upgrades, and modernization as requested.

Pegasus Studios

3. Professional Services Agreement

4. Compliance

5. Litigation

3. Professional Services Agreement

Pegasus Studios has read the request for proposal and agrees to comply with the terms and conditions of the City's standard Professional Services Agreement as provided in Attachment 1 of the RFP.

4. Compliance

Pegasus Studios has read the request for proposal details and shall comply with the California Labor Code pursuant to said regulations entitled: Federal Labor Standards provisions; Federal Prevailing Wage Decision; State of California Prevailing Wage Rates, and the City of Malibu's Minimum Wage Ordinance respectively.

5. Litigation

Pegasus Studios has never been involved in any litigation resulting from professional services.

6. Fees



6. Fees

Our cost proposal includes a flat rate to cover all of your broadcast service needs as well as optional hourly rates for as-requested services. All costs will be billed monthly.

A. Broadcast Services: \$6,000 per month

- Administrative services and management. Includes coordination with city staff, scheduling, consultation, training, reporting and documentation.
- Basic A/V maintenance and troubleshooting. Coordination with staff and subcontractors for maintenance and repair issues.
- Channel schedule management.
- Two (2) Broadcast Technicians for all regularly scheduled City Council and Planning Commission meetings.
- Two (2) Broadcast Technicians for all special City Council and Planning Commission meetings.

- Technicians will arrive two (2) hours prior to the meeting start.

B. Hourly Rates for Additional Services:

- Broadcast Services for the SMMUSD school board meetings: \$90 hour
 - One (1) Broadcast Technician for all regularly scheduled SMMUSD school board meetings. Four (4) hour minimum charge. Technician will arrive two (2) hours prior to the meeting start.
- Broadcast Services for other Board or Commission meetings: \$90 hour
 - For meetings other than the City Council and Planning Commission. One (1) Broadcast Technician. Four (4) hour minimum charge. Technician will arrive two (2) hours prior to the meeting start.

- Extended services rate: \$125 hour
 - For on-call services, emergency broadcast services with less than 24 hours notice or maintenance services as requested.
- Videography: \$300 per hour, with a four (4) hour minimum
 - Includes one (1) videographer, one (1) 4k resolution camera, tripod and audio kit.
- Photography: \$300 per hour, with a four (4) hour minimum
- Aerial drone videography or photography: \$500 per hour
- Editing and post production: \$125 per hour
- Live streaming: \$800 per hour
 - Includes a two-person crew, multi-camera production, fully equipped live streaming mobile production studio for streaming to Zoom/YouTube and a recorded version delivered the day of production. Requires a 5 hour minimum as we need to be on site at least 3 hours prior to production to set up.

C. Optional Turnkey Video Production:

- Stand-alone video production option: \$7,500

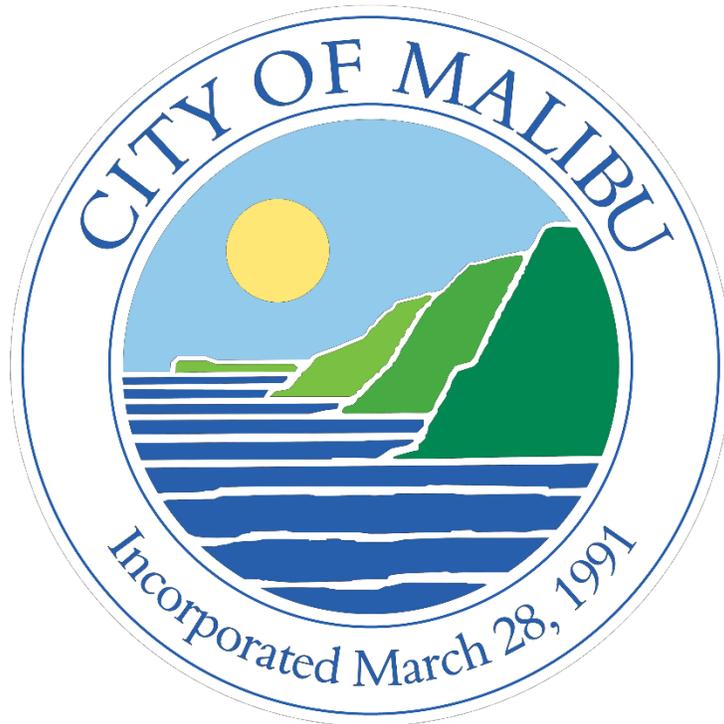
Each shoot day will include a six (6) hour block for set up, production and breakdown and will result in one (1) video per shoot. Edited videos typically run 3-5 minutes in length.

In the lead up to the production day we will work with city staff to identify topics of interest and create a script and a production schedule. We'll meet with staff or talent via Zoom to review final details before the production and then schedule the shoot.

For this style of production we bring two high resolution 4k video cameras, a professional lighting kit, boom mic and lavalier mic and sometimes a backdrop to your location. We utilize support equipment such as a camera gimbal for smooth footage or a drone for sweeping aerial views. We also have a teleprompter for the talent to read their script from.

When the shoot is complete we will import all of the footage and back it up. Our editing team will then craft a compelling story incorporating the interviews, b-roll, music, and graphics. We will provide you with a private draft of the edit to provide feedback before we finalize your content!

Additional videos can be added using our hourly editing rate to create content such as social media posts.



**Request for Proposals for
Video Broadcast Services
Date Issued: Monday, August 24, 2023**

Proposals must be received no later than 4:00pm Friday, August 11, 2023, via email to:

City of Malibu
Attn: Alex Montano, Media Analyst
amontano@malibucity.org

INTRODUCTION

The City of Malibu is seeking proposals from qualified firms to provide Video Broadcast Services for City meetings and other City events.

BACKGROUND

The City of Malibu (City) is a coastal city located in the northwestern portion of Los Angeles County, California, with a population of approximately 10,654. The City is host to approximately 15 million visitors a year. The City is a general law city incorporated under California law in 1991. It operates under the Council/Manager form of government, is considered a contract city and offers a full range of municipal services. The five Members of the City Council are elected at-large. They serve staggered four-year terms, with the Mayor being selected from among the Councilmembers. The City spans approximately 21 miles of the Pacific Ocean coastline, and extends inland less than a mile in most parts of that span, and slightly more than 2 miles at its widest span. The City currently has 102.5 full-time employees and 12.69 full-time equivalent part-time employees. The City, organized into seven departments, provides several services in-house, including management and administrative services, building safety, community services, environmental sustainability, planning, public works and engineering. The City's Adopted Fiscal Year 2023-24 totals \$93.2 million and includes General Fund annual expenditures for ongoing City operations of \$54.9 million.

The City of Malibu holds two City Council meetings on the second and fourth Mondays of every month, and two Planning Commission meetings on the first and third Mondays. Both types of meetings require two technicians to successfully run the live meeting broadcast.

In addition to City Council and Planning Commission meetings, Santa Monica Malibu Unified School District also holds 5-6 school board meetings a year in the council chambers. School board meetings require one technician to run the live meeting broadcast and usually last around 4 hours. The cost of the technician is paid by the district.

The City also holds various other public meetings and events in the council chambers throughout the year that require technicians.

The City's broadcast system consists of the following equipment:

- 4 cameras on Panasonic PTZ heads and camera controller
- Blackmagic ATEM production switcher
- Various Extron AV equipment for presentations in the chambers.
- Leightronix Ultra Nexus HD for scheduling playback
- Teradek encoders for YouTube streaming
- DataVideo GC-300 for broadcast graphics
- iCap caption encoder
- Sennheiser ADN conference mic system

The meetings are broadcast via the following platforms:

- Livestreamed on the City's website via Wowza Video Platform. (<https://Malibucity.org/TV>)
- Livestreamed on the City's YouTube channel.
- Live broadcast on Malibu City TV (Frontier Channel 3)

SCOPE OF WORK

The City provides video and audio broadcasting for meetings that occur in the Malibu City Hall Council Chambers. This includes City Council meetings, Planning Commission meetings, School Board meetings, and other City events. The City Holds a minimum of 22 City Council meetings, 22 Planning Commission meetings, and hosts 5 to 6 school board meetings a year. Meetings range in duration from about two (2) to six (6) hours. Prospective bidders should be aware that meeting duration is not set, and technicians will be required to complete the meeting regardless of the length.

City meetings require two (2) technicians to run the broadcast system. School board meetings only require one (1) technician.

The City requires thoroughly knowledgeable technical professionals who will oversee and monitor the meeting broadcast video and audio feeds and utilize existing AV equipment to ensure quality broadcast. The technical professionals will also perform pre-meeting system testing to ensure all equipment is functional and operating correctly, and video is being distributed on all platforms. Technicians should arrive 2 hours before the start of meetings to perform all equipment testing and prepare for the meeting.

The technicians provided must be flexible and able to accommodate the potential for emergency meetings that could occur beyond the standard meeting schedules or meetings that may run longer than expected. Special meetings may be scheduled with as little as 24 hours of notice.

Video broadcast services include the operation of a wide range of audio and video equipment. The technicians should have experience with video production equipment and be able to set up, operate, troubleshoot and maintain the equipment. Specifically, the equipment named in the background section.

In addition to City meetings, the City produces video content such as event videos and short PSAs. The City may ask for other services related to the production of those videos. (filming, editing, etc.)

Proposals should include the following:

- The cost for 2 technicians for all regularly scheduled City Council and Planning Commission meetings.
- The cost for 2 technicians for special meetings outside of our regularly scheduled meetings. These meetings may be scheduled with only 24 hours of notice.

- The cost for 1 technician for date/time TBD SMMUSD school board meetings.
- Hourly rates for other video productions services.

THE PROPOSAL

Proposals should not include any materials to be returned to the Consultant and should be concise. Each proposal must include the following information:

1. **Organization, Credentials and Experience**

- a. Provide a summary of the company's qualifications, credentials and related past experience.
- b. Describe the size of the company, and indicate the principal, company official(s) and other personnel who will be assigned to work on behalf of the City. Provide resumes, biographies and information on the key personnel who will be assigned to this work.
- c. Provide a list of three of the Consultant's clients with contact information including the names, titles, addresses, phone numbers and email addresses for the appropriate persons at the client company that the City can contact regarding current or recent work assignments.

2. **Understanding of the Scope of Work**

Provide a narrative of the company's understanding of the Scope of Work and detailed proposal to meet the City's goals and priorities.

3. **Professional Services Agreement**

The selected provider must use and comply with the terms and conditions of the City's standard Professional Services Agreement as provided in Attachment 1 of this RFP.

4. **Compliance**

Provide a written statement that the Consultant shall comply with the California Labor Code pursuant to said regulations entitled: Federal Labor Standards provisions; Federal Prevailing Wage Decision; State of California Prevailing Wage Rates, and the City of Malibu's Minimum Wage Ordinance respectively.

5. **Litigation**

Firms are required to list past, current, or pending litigation resulting from professional services rendered over the past five years. If a court or an arbitrator rendered a decision, state the results.

6. **Fees.**

Provide a cost proposal for the completion of the scope of work.

PROPOSAL PROCEDURE

Clarifications: The City will respond to requests for clarification to the RFP in written Addendum(s) as needed. Inquiries should be directed by email only to AMontano@malibucity.org. No verbal requests will be accepted. All requests for clarification must be received by Friday, August 4, 2023.

Proposal Deadline: Submit an electronic copy of the complete proposal to:

Alex Montano, Media Analyst
City of Malibu
amontano@malibucity.org

All proposals are due no later than 4:00pm Friday, August 11, 2023. The City reserves the right to extend the deadline or accept a late submittal with good cause shown.

Response Preparations: No reimbursement will be made by the City for costs incurred in the preparation of the response to this RFP. Submitted materials will not be returned and become the property of the City of Malibu.

Right to Reject Proposals: Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposal unless clearly and specifically noted in the proposal submitted and confirmed in the agreement between the City of Malibu and the firm selected. The City of Malibu reserves the right without prejudice to reject any or all proposals.

ATTACHMENTS:

1. Sample Professional Services Agreement

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of [date] by and between the City of Malibu (hereinafter referred to as the "City"), and _____ (hereinafter referred to as "Consultant").

The City and the Consultant agree as follows:

RECITALS

- A. The City does not have the personnel able and/or available to perform the services required under this Agreement.
- B. The City desires to contract out for consulting services for certain projects relating _____.
- C. The Consultant warrants to the City that it has the qualifications, experience and facilities to perform properly and timely the services under this Agreement.
- D. The City desires to contract with the Consultant to perform the services as described in Exhibit A of this Agreement.

NOW, THEREFORE, the City and the Consultant agree as follows:

1.0 SCOPE OF THE CONSULTANT'S SERVICES. The Consultant agrees to provide the services and perform the tasks set forth in the Scope of Work, attached to and made part of this Agreement, except that, to the extent that any provision in Exhibit A conflicts with this Agreement, the provisions of this Agreement govern. The Scope of Work may be amended from time to time by way of a written directive from the City.

2.0 TERM OF AGREEMENT. This Agreement will become effective on [date], and will remain in effect for a period of ____ years from said date unless otherwise expressly extended and agreed to by both parties or terminated by either party as provided herein.

3.0 CITY AGENT. The City Manager, or his or her designee, for the purposes of this Agreement, is the agent for the City; whenever approval or authorization is required, Consultant understands that the City Manager, or his or her designee, has the authority to provide that approval or authorization.

4.0 COMPENSATION FOR SERVICES. The City shall pay the Consultant for its professional services rendered and costs incurred pursuant to this Agreement in accordance with the Scope of Work's fee and cost schedule. The cost of services shall be \$ _____ per month, for a total amount not to exceed \$ _____. No additional compensation shall be paid for any other expenses incurred, unless first approved by the City Manager, or his or her designee.

4.1 The Consultant shall submit to the City, by no later than the 10th day of each month, its bill for services itemizing the fees and costs incurred during the previous month. The City shall pay the Consultant all uncontested amounts set forth in the Consultant's bill within 30 days after it is received.

5.0 CONFLICT OF INTEREST. The Consultant represents that it presently has no interest and shall not acquire any interest, direct or indirect, in any real property located in the City which may be affected by the services to be performed by the Consultant under this Agreement. The Consultant further represents that in performance of this Agreement, no person having any such interest shall be employed by it.

5.1 The Consultant represents that no City employee or official has a material financial interest in the Consultant's business. During the term of this Agreement and/or as a result of being awarded this contract, the Consultant shall not offer, encourage or accept any financial interest in the Consultant's business by any City employee or official.

5.2 If a portion of the Consultant's services called for under this Agreement shall ultimately be paid for by reimbursement from and through an agreement with a developer of any land within the City or with a City franchisee, the Consultant warrants that it has not performed any work for such developer/franchisee within the last 12 months, and shall not negotiate, offer or accept any contract or request to perform services for that identified developer/franchisee during the term of this Agreement.

6.0 GENERAL TERMS AND CONDITIONS.

6.1 Termination. Either the City Manager or the Consultant may terminate this Agreement, without cause, by giving the other party ten (10) days written notice of such termination and the effective date thereof.

6.1.1 In the event of such termination, all finished or unfinished documents, reports, photographs, films, charts, data, studies, surveys, drawings, models, maps, or other documentation prepared by or in the possession of the Consultant under this Agreement shall be returned to the City. If the City terminates this Agreement without cause, the Consultant shall prepare and shall be entitled to receive compensation pursuant to a close-out bill for services rendered and fees incurred pursuant to this Agreement through the notice of termination. If the Consultant terminates this Agreement without cause, the Consultant shall be paid only for those services completed in a manner satisfactory to the City.

6.1.2 If the Consultant or the City fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Consultant or the City violate any of the covenants, agreements, or stipulations of this Agreement, the Consultant or the City shall have the right to terminate this Agreement by giving written notice to the other party of such termination and specifying the effective date of such termination. The Consultant shall be entitled to receive compensation in accordance with the terms of this Agreement for any work satisfactorily completed hereunder. Notwithstanding the foregoing, the Consultants shall not be relieved of liability for damage sustained by virtue of any breach of this Agreement and any payments due under this Agreement may be withheld to off-set anticipated damages.

6.2 Non-Assignability. The Consultant shall not assign or transfer any interest in this Agreement without the express prior written consent of the City.

6.3 Non-Discrimination. The Consultant shall not discriminate as to race, creed, gender, color, national origin or sexual orientation in the performance of its services and duties pursuant to this Agreement, and will comply with all applicable laws, ordinances and codes of the Federal, State, County and City governments.

6.4 Insurance. The Consultant shall submit to the City certificates indicating compliance with the following minimum insurance requirements no less than one (1) day prior to beginning of performance under this Agreement:

(a) Workers Compensation Insurance as required by law. The Consultant shall require all subcontractors similarly to provide such compensation insurance for their respective employees.

(b) Comprehensive general and automobile liability insurance protecting the Consultant in amounts not less than \$1,000,000 for personal injury to any one person, \$1,000,000 for injuries arising out of one occurrence, and \$500,000 for property damages or a combined single limit of \$1,000,000. Each such policy of insurance shall:

1) Be issued by a financially responsible insurance company or companies admitted and authorized to do business in the State of California or which is approved in writing by City.

2) Name and list as additional insured the City, its officers and employees.

3) Specify its acts as primary insurance.

4) Contain a clause substantially in the following words: "It is hereby understood and agreed that this policy shall not be canceled nor materially changed except upon thirty (30) days prior written notice to the City of such cancellation or material change."

5) Cover the operations of the Consultant pursuant to the terms of this Agreement.

6.5 Indemnification. Consultant shall indemnify, defend with counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Consultant's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, regardless of City's passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the City. Should City in its sole discretion find Consultant's legal counsel unacceptable, then Consultant shall reimburse the City its costs of defense, including without

limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation. The Consultant shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

OR FOR AGREEMENTS WITH DESIGN PROFESSIONALS (architect, landscape architect, professional engineer, or land surveyor – See Civil Code Section 2782.8) USE THE FOLLOWING:

6.5 Indemnification. Consultant shall indemnify, defend with counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Consultant's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole active negligence or willful misconduct of the City. The Consultant shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the Consultant's negligent, reckless or willful misconduct. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

6.6 Compliance with Applicable Law. The Consultant and the City shall comply with all applicable laws, ordinances and codes of the federal, state, county and city governments, including, without limitation, Malibu Municipal Code Chapter 5.36 Minimum Wage.

6.7 Independent Contractor. This Agreement is by and between the City and the Consultant and is not intended, and shall not be construed, to create the relationship of agency, servant, employee, partnership, joint venture or association, as between the City and the Consultant.

6.7.1. The Consultant shall be an independent contractor, and shall have no power to incur any debt or obligation for or on behalf of the City. Neither the City nor any of its officers or employees shall have any control over the conduct of the Consultant, or any of the Consultant's employees, except as herein set forth, and the Consultant expressly warrants not to, at any time or in any manner, represent that it, or any of its agents, servants or employees are in any manner employees of the City, it being distinctly understood that the Consultant is and shall at all times remain to the City a wholly independent contractor and the Consultant's obligations to the City are solely such as are prescribed by this Agreement.

6.8 Copyright. No reports, maps or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Consultant.

6.9 Legal Construction.

(a) This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California.

(b) This Agreement shall be construed without regard to the identity of the persons who drafted its various provisions. Each and every provision of this Agreement shall be construed as though each of the parties participated equally in the drafting of same, and any rule of construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

(c) The article and section, captions and headings herein have been inserted for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

(d) Whenever in this Agreement the context may so require, the masculine gender shall be deemed to refer to and include the feminine and neuter, and the singular shall refer to and include the plural.

6.10 Counterparts. This Agreement may be executed in counterparts and as so executed shall constitute an agreement which shall be binding upon all parties hereto.

6.11 Final Payment Acceptance Constitutes Release. The acceptance by the Consultant of the final payment made under this Agreement shall operate as and be a release of the City from all claims and liabilities for compensation to the Consultant for anything done, furnished or relating to the Consultant's work or services. Acceptance of payment shall be any negotiation of the City's check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by the City shall not constitute, nor be deemed, a release of the responsibility and liability of the Consultant, its employees, sub-consultants and agents 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 the City for any defect or error in the work prepared by the Consultant, its employees, sub-consultants and agents.

6.12 Corrections. In addition to the above indemnification obligations, the Consultant shall correct, at its expense, all errors in the work which may be disclosed during the City's review of the Consultant's report or plans. Should the Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by the City, and the cost thereof shall be charged to the Consultant.

6.13 Files. All files of the Consultant pertaining to the City shall be and remain the property of the City. The Consultant will control the physical location of such files during the term of this Agreement and shall be entitled to retain copies of such files upon termination of this Agreement.

6.14 Waiver; Remedies Cumulative. Failure by a party to insist upon the

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 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.

6.15 Mitigation of Damages. In all such situations arising out of this Agreement, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

6.16 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.

6.17 Attorneys' Fees. The parties hereto acknowledge and agree that each will bear his/her or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any party hereto to enforce this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that party or those parties may be entitled.

6.18 Entire Agreement. This Agreement constitutes the whole agreement between the City and the Consultant, and neither party has made any representations to the other except as expressly contained herein. Neither party, in executing or performing this Agreement, is relying upon any statement or information not contained in this Agreement. Any changes or modifications to this Agreement must be made in writing appropriately executed by both the City and the Consultant.

6.19 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:

CITY: Steve McClary
City Manager
City of Malibu
23825 Stuart Ranch Road
Malibu, CA 90265-4861
TEL (310) 456-2489 x 226
FAX (310) 456-2760

CONSULTANT:

6.20 Warranty of Authorized Signatories and Acceptance of Facsimile or Electronic Signatures. Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign. The Parties agree that this Contract, agreements ancillary to this Contract, and related documents to be entered into in connection with this Contract will be considered signed when the signature of a party is delivered physically or by facsimile transmission or scanned and delivered via electronic mail. Such facsimile or electronic mail copies will be treated in all respects as having the same effect as an original signature.

7.0 GENERAL TERMS AND CONDITIONS. (City and Consultant initials required at EITHER 7.1 or 7.2)

7.1 Disclosure Required. By their respective initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is a “consultant” for the purposes of the California Political Reform Act because Consultant’s duties would require him or her to make one or more of the governmental decisions set forth in Fair Political Practices Commission Regulation 18700.3(a) or otherwise serves in a staff capacity for which disclosure would otherwise be required were Consultant employed by the City. Consultant hereby acknowledges his or her assuming-office, annual, and leaving-office financial reporting obligations under the California Political Reform Act and the City’s Conflict of Interest Code and agrees to comply with those obligations at his or her expense. Prior to consultant commencing services hereunder, the City’s Manager shall prepare and deliver to consultant a memorandum detailing the extent of Consultant’s disclosure obligations in accordance with the City’s Conflict of Interest Code.

City Initials _____
Consultant Initials _____

7.2 Disclosure not Required. By their initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is not a “consultant” for the purpose of the California Political Reform Act because Consultant’s duties and responsibilities are not within the scope of the definition of consultant in Fair Political Practice Commission Regulation 18700.3(a) and is otherwise not serving in staff capacity in accordance with the City’s Conflict of Interest Code.

City Initials _____
Consultant Initials _____

This Agreement is executed on _____, at Malibu, California, and effective as of [date].

CITY OF MALIBU:

BRUCE SILVERSTEIN, Mayor

ATTEST:

KELSEY PETTIJOHN, City Clerk
(seal)

CONSULTANT:

By: _____

APPROVED AS TO FORM:

TREVOR RUSIN, Interim City Attorney

SAMPLE