

**CONTRACT FOR PROFESSIONAL SERVICES TO THE CITY OF HERMOSA BEACH  
BETWEEN THE CITY OF HERMOSA BEACH AND PEGASUS STUDIOS,  
A PROFESSIONAL CORPORATION**

This AGREEMENT is entered into this 14<sup>th</sup> day of November, 2023 by and between the CITY OF HERMOSA BEACH, a general law city a municipal corporation ("CITY"), and PEGASUS STUDIOS, APC ("CONSULTANT").

**RECITALS**

- A. The City desires to Retain Consultant to perform video broadcasting services.
- B. The City does not have the personnel able and/or available to perform the services required under this agreement and therefore, the City desires to contract for consulting services to accomplish this work.
- 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**, based on the foregoing recitals, the City and the Consultant agree as follows:

- 1** CONSIDERATION AND COMPENSATION. As partial consideration, CONSULTANT agrees to perform the broadcasting and consulting services described in Exhibit "A" as needed and requested by the City.

As additional consideration, CONSULTANT and CITY agree to abide by the terms and conditions contained in this Agreement.

As additional consideration, CITY agrees to pay CONSULTANT for the fees and costs incurred for CONSULTANT's services, not to exceed a total sum of \$70,000 for the term of this Agreement as described in Exhibit "B."

CONSULTANT shall submit to CITY, by not later than the 10th day of each month, its invoice for services itemizing the fees and costs incurred during the previous month. CITY shall pay CONSULTANT all uncontested amounts set forth in CONSULTANT's invoice within 30 days after it is received.

- 2** SCOPE OF SERVICES. CONSULTANT will perform the broadcasting and consulting services described in Exhibit "A" as needed and requested by the City.

Except as herein otherwise expressly specified to be furnished by CITY, CONSULTANT will, in a professional manner, furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space, and facilities necessary or proper to perform and complete the work and provide the professional services required of CONSULTANT by this Agreement.

- 3** PAYMENTS. For CITY to pay CONSULTANT as specified by this Agreement, CONSULTANT must submit an invoice to CITY which lists the reimbursable costs, the specific tasks performed, and,

for work that includes deliverables, the percentage of the task completed during the billing period.

- 4 TIME OF PERFORMANCE. The services of the CONSULTANT are to commence upon receipt of a notice to proceed from the CITY and shall continue until all authorized work is completed to the CITY's reasonable satisfaction.
- 5 FAMILIARITY WITH WORK. By executing this Agreement, CONSULTANT represents that CONSULTANT has (a) thoroughly investigated and considered the scope of services to be performed; (b) carefully considered how the services should be performed; and (c) understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.
- 6 KEY PERSONNEL. CONSULTANT's key persons assigned to perform work under this Agreement are Robert Schwieger, Martin Zitzelberger, Mark Doddy, Jason Larkin, Jasmine Yamanaka, Devan Shae, Ian Shae, Robert Rodriguez, and Nick Chang. The cost per month is \$5,416.66 for Administrative and Broadcast Services performed pursuant to this Agreement. When necessary or appropriate, the CITY may utilize the services of additional broadcast operators at a rate of \$80 per hour, with a four-hour minimum. Extended services shall be paid at \$125 per hour. CONSULTANT shall not assign another person to be in charge of the work contemplated by this Agreement without the prior written authorization of the City.
- 7 TERM OF AGREEMENT. The term of this Agreement shall commence on January 1, 2024 and shall expire on December 31, 2024, unless earlier termination occurs under Section 11 of this Agreement, or this Agreement is extended in writing in advance by both parties. Further, the City Manager shall have the option to extend this Agreement for two additional one-year terms at the same annual not to exceed amount.
- 8 CHANGES. CITY may order changes in the services within the general scope of this Agreement, consisting of additions, deletions, or other revisions, and the contract sum and the contract time will be adjusted accordingly. All such changes must be authorized in writing, executed by CONSULTANT and CITY. The cost or credit to CITY resulting from changes in the services will be determined in accordance with written agreement between the parties.
- 9 TAXPAYER IDENTIFICATION NUMBER. CONSULTANT will provide CITY with a Taxpayer Identification Number.
- 10 PERMITS AND LICENSES. CONSULTANT will obtain and maintain during the term of this Agreement all necessary permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.
- 11 TERMINATION. Except as otherwise provided, CITY may terminate this Agreement at any time with or without cause. Notice of termination shall be in writing.

CONSULTANT may terminate this Agreement. Notice will be in writing at least 30 days before the effective termination date.

In the event of such termination, the CONSULTANT shall cease services as of the date of termination, and all finished or unfinished documents, data, drawings, maps, and other materials prepared by CONSULTANT shall, at CITY's option, become CITY's property, and CONSULTANT will receive just and equitable compensation for any work satisfactorily completed up to the effective date of notice of termination.

Should the Agreement be terminated pursuant to this Section, CITY may procure on its own terms services similar to those terminated.

**12** INDEMNIFICATION. CONSULTANT shall indemnify, defend with counsel approved by CITY, and hold harmless CITY, its officers, officials, and employees from and against all liability, loss, damage, expense, and 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, and employees) 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.

The requirements as to the types and limits of insurance coverage to be maintained by CONSULTANT as required by Section 17, and any approval of said insurance by CITY, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONSULTANT pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

Notwithstanding anything in this Agreement to the contrary, no provision of Section 12 shall be deemed effective until such time as CONSULTANT has been determined by a court or other tribunal of competent jurisdiction in a final judgment or order to have committed an error or act of omission and a claim against CONSULTANT has been proven. In addition, nothing contained herein shall be deemed to extend the statute of limitations for CONSULTANT'S professional negligence or willful misconduct. Finally, to the extent any provision of this Agreement has the effect of eliminating or otherwise adversely affecting CONSULTANT'S professional liability insurance coverage, such provision shall not be enforceable.

**13** ASSIGNABILITY. This Agreement is for CONSULTANT's professional services. CONSULTANT's attempts to assign the benefits or burdens of this Agreement without CITY's written approval are prohibited and will be null and void.

**14** INDEPENDENT CONTRACTOR. CITY and CONSULTANT agree that CONSULTANT will act as an independent contractor and will have control of all work and the manner in which is it performed. CONSULTANT will be free to contract for similar service to be performed for other employers while under contract with CITY. CONSULTANT is not an agent or employee of CITY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits CITY provides for its employees. Any provision in this Agreement that may appear to give CITY the right to direct CONSULTANT as to the details of doing the work or to exercise a measure of control over the work means that CONSULTANT will follow the direction of the CITY as to end results of the work only.

**15** AUDIT OF RECORDS. CONSULTANT agrees that CITY, or designee, has the right to review, obtain, and copy all records pertaining to the performance of this Agreement. CONSULTANT agrees to provide CITY, or designee, with any relevant information requested and will permit CITY, or designee, access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this Agreement. CONSULTANT further agrees to

maintain such records for a period of three (3) years following final payment under this Agreement.

CONSULTANT will keep all books, records, accounts and documents pertaining to this Agreement separate from other activities unrelated to this Agreement.

**16 CORRECTIVE MEASURES.** CONSULTANT will promptly implement any corrective measures required by CITY regarding the requirements and obligations of this Agreement. CONSULTANT will be given a reasonable amount of time as determined by the City to implement said corrective measures. Failure of CONSULTANT to implement required corrective measures shall result in immediate termination of this Agreement.

**17 INSURANCE REQUIREMENTS.**

- a. The CONSULTANT, at the CONSULTANT's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies:
  - i. Workers Compensation Insurance as required by law. The Consultant shall require all subcontractors similarly to provide such compensation insurance for their respective employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the CITY at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against the CITY, its officers, agents, and employees for losses arising from work performed by the CONSULTANT for City.
  - ii. General Liability Coverage. The CONSULTANT shall maintain commercial general liability insurance in an amount of not less than two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.
  - iii. Professional Liability Coverage. The CONSULTANT shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors, or omissions which may arise from the CONSULTANT'S operations under this Agreement, whether such operations be by the CONSULTANT or by its employees, subcontractors, or subconsultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single-limit-per-occurrence basis. When coverage is provided on a "claims made basis," CONSULTANT will continue to renew the insurance for a period of three (3) years after this Agreement expires or is terminated. Such insurance will have the same coverage and limits as the policy that was in effect during the term of this Agreement, and will cover CONSULTANT for all claims made by CITY arising out of any errors or omissions of CONSULTANT, or its officers, employees or agents during the time this Agreement was in effect.
- b. Endorsements. Each general liability and professional liability insurance policy shall 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, and shall be endorsed as follows. CONSULTANT also agrees to require all contractors, and subcontractors to do likewise.
  - i. "The CITY, its elected or appointed officers, officials, employees, and agents are to be covered as additional insureds with respect to liability arising out of work

performed by or on behalf of the CONSULTANT, including materials, parts, or equipment furnished in connection with such work or operations."

- ii. This policy shall be considered primary insurance as respects the CITY, its elected or appointed officers, officials, employees, and agents. Any insurance maintained by the CITY, including any self-insured retention the CITY may have, shall be considered excess insurance only and shall not contribute with this policy.
  - iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
  - iv. The insurer waives all rights of subrogation against the CITY, its elected or appointed officers, officials, employees, or agents.
  - v. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, or agents.
  - vi. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days written notice has been received by the CITY.
- c. 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.
  - d. Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the CITY's option, the CONSULTANT shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
  - e. The CONSULTANT shall provide certificates of insurance with original endorsements to the CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the CITY on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the CITY at all times during the term of this Agreement.
  - f. Failure on the part of the CONSULTANT to procure or maintain required insurance shall constitute a material breach of contract under which the CITY may terminate this Agreement pursuant to Section 11 above.
  - g. The commercial general liability policy required by this Agreement shall allow City, as additional insured, to satisfy the self-insured retention ("SIR") and/or deductible of the policy in lieu of the Consultant (as the named insured) should Consultant fail to pay the SIR or deductible requirements. The amount of the SIR or deductible shall be subject to the approval of the City Attorney and the Finance Director. Consultant understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by Consultant as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should City pay the SIR or deductible on Consultant's behalf upon the Consultant's failure or refusal to do so in order to secure defense and indemnification as an additional insured under the policy, City may include such amounts as damages in any action against Consultant for breach of this Agreement in addition to any other damages incurred by City due to the breach.

**18** USE OF OTHER CONSULTANTS. CONSULTANT must obtain CITY's prior written approval to use any sub-consultants while performing any portion of this Agreement. Such approval must



include approval of the proposed consultant and the terms of compensation.

- 19 **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.
  
- 20 **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. In addition to all other available remedies, the City may deduct the cost of such correction from any retention amount held by the City or may withhold payment otherwise owed CONSULTANT under this Agreement up to the amount of the cost of correction.
  
- 21 **NON-APPROPRIATION OF FUNDS.** Payments to be made to CONSULTANT by CITY for services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted fund. In the event that CITY does not appropriate sufficient funds for payment of CONSULTANT'S services beyond the current fiscal year, the Agreement shall cover payment for CONSULTANT'S services only to the conclusion of the last fiscal year in which CITY appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.
  
- 22 **NOTICES.** All communications to either party by the other party will be deemed made when received by such party at its respective name and address as follows:

CITY	CONSULTANT
City of Hermosa Beach 1315 Valley Drive Hermosa Beach, CA 90254 ATTN: Myra Maravilla, City Clerk	PEGASUS STUDIOS 5760 Lindero Canyon Rd. #1151 Westlake Village, CA 91362 ATTN: Robert Schwieger, President

Any such written communications by mail will be conclusively deemed to have been received by the addressee upon deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above. In all other instances, notices will be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph. Courtesy copies of notices may be sent via electronic mail, provided that the original notice is deposited in the U.S. mail or personally delivered as specified in this Section.

- a. **SOLICITATION.** CONSULTANT maintains and warrants that it has not employed nor

retained any company or person, other than CONSULTANT's bona fide employee, to solicit or secure this Agreement. Further, CONSULTANT warrants that it has not paid nor has it agreed to pay any company or person, other than CONSULTANT's bona fide employee, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Should CONSULTANT breach or violate this warranty, CITY may rescind this Agreement without liability.

- b. THIRD PARTY BENEFICIARIES. This Agreement and every provision herein is generally for the exclusive benefit of CONSULTANT and CITY and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of CONSULTANT's or CITY's obligations under this Agreement.
- c. INTERPRETATION. This Agreement was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Los Angeles County.
- d. ENTIRE AGREEMENT. This Agreement, and its Attachments, sets forth the entire understanding of the parties. There are no other understandings, terms or other agreements expressed or implied, oral or written.
- e. RULES OF CONSTRUCTION. Each Party had the opportunity to independently review this Agreement with legal counsel. Accordingly, this Agreement will be construed simply, as a whole, and in accordance with its fair meaning; it will not be interpreted strictly for or against either Party.
- f. AUTHORITY/MODIFICATION. The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written amendment with signatures of all parties to this Agreement. CITY's city manager, or designee, may execute any such amendment on behalf of CITY.

**23** ACCEPTANCE OF FACSIMILE OR ELECTRONIC SIGNATURES. 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 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.

**24** FORCE MAJEURE. Should performance of this Agreement be impossible due to fire, flood, explosion, war, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the Parties' control, then the Agreement will immediately terminate without obligation of either party to the other.

**25** TIME IS OF ESSENCE. Time is of the essence to comply with dates and schedules to be provided.

**26** ATTORNEY'S FEES. The parties hereto acknowledge and agree that each will bear his 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.

**27 STATEMENT OF EXPERIENCE.** By executing this Agreement, CONSULTANT represents that it has demonstrated trustworthiness and possesses the quality, fitness and capacity to perform the Agreement in a manner satisfactory to CITY. CONSULTANT represents that its financial resources, surety and insurance experience, service experience, completion ability, personnel, current workload, experience in dealing with private consultants, and experience in dealing with public agencies all suggest that CONSULTANT is capable of performing the proposed contract and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public agency.

**28 OWNERSHIP OF DOCUMENTS.** It is understood and agreed that the City shall own all documents and other work product of the Consultant, except the Consultant's notes and workpapers, which pertain to the work performed under this Agreement. The City shall have the sole right to use such materials in its discretion and without further compensation to the Consultant, but any re-use of such documents by the City on any other project without prior written consent of the Consultant shall be at the sole risk of the City.

**29 USE OF LOGO.** The City grants the Consultant permission to use its name, logo and/or trademark in deliverables produced by the Consultant on the behalf of the City, such as written reports, presentation slides, press releases, social media graphics, and other public outreach materials. The CITY's prior review of artwork and written approval is required for any use of CITY logo. CITY will provide an electronic copy of the most current logo to the CONSULTANT for use in materials. The CONSULTANT will, in turn, only use the most current logo of the CITY.

**30 DISCLOSURE REQUIRED.** (City and Consultant initials required at one of the following paragraphs)

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 \_\_\_\_\_

**OR**

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 \_\_\_\_\_

*Suj*

Consultant Initials \_\_\_\_\_

*RS*

**31 COMPLIANCE WITH COVID-19 VACCINATION POLICY.** All CONSULTANT'S employees, agents, officers and subcontractors who will be physically present in the City and have contact with City officials and employees or with the public shall be fully vaccinated from COVID-19. CONSULTANT agrees to certify in writing to CITY that it complies with the foregoing.

**IN WITNESS WHEREOF** the parties hereto have executed this contract the day and year first hereinabove written.

CITY OF HERMOSA BEACH

CONSULTANT

*Suja*

\_\_\_\_\_  
Suja Lowenthal, City Manager

*Robert Schwieger*

\_\_\_\_\_  
Robert Schwieger, President

ATTEST:

*Myra*

\_\_\_\_\_  
Myra Maravilla, City Clerk

30-1375569

\_\_\_\_\_  
Taxpayer ID No.

APPROVED AS TO FORM:

*Patrick Donegan*

\_\_\_\_\_  
Patrick Donegan, City Attorney

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**EXHIBIT "A"**  
**SCOPE OF WORK**  
[Consultant's Proposal]

The Scope of Work shall include, but not be limited to the following tasks:

- Broadcast services for all City Council, board and commission meetings (Building Board of Appeals, Civil Service Board, Parks, Recreation & Community Resources Advisory Commission, Planning Commission, Public Works Commission), and Hermosa Beach City School District Board of Education.
- Pre-production testing
- Troubleshooting, basic maintenance and reporting of technical issues
- Channel management, scheduling, post-meeting editing
- Bulletin board slide creation and scheduling
- Reporting and tracking of technical issues, warranties and QA/QC
- Documentation creation and updating of: Standard Operating Procedure, Pre and Post Meeting Checklists, Emergency Operations Guide, and Troubleshooting Guide
- Video content for your channel: Content we produce, videos supplied by the city and video we procure from sources such as the Ad Council
- PSA video script and topic ideas for city consideration
- Consulting for A/V upgrades, repair, and replacement to include verbal, phone or email recommendations for upgrades and repair. Onsite work to oversee contractors performing said work would be billed hourly using the "extended services" rate.
- 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 of 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
- State of the City Video

**Management**

Pegasus management team will collaborate with city staff to facilitate meeting notifications and allocate appropriate staffing for all productions. Additionally, Pegasus will 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 board representatives to ensure that each meeting runs smoothly and any questions or concerns are addressed as soon as possible.

**Operation**

On a meeting days, broadcast technicians will arrive two hours before the scheduled meeting

start time. Two operators will be on site for most City Council meetings and one will be scheduled for all other boards and commission meetings. Meetings scheduled with limited notice may be operated by one person.

Upon arrival, Pegasus 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 the creation of bulletin board slides, 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 Pegasus SOP and troubleshooting guides. Technical issues will be documented in our A/V health reports.

### **Consulting**

Pegasus will assist with system upgrades that maximize broadcast efficiency and performance. Their management team will collaborate with the city and offer guidance on any system upgrades, and modernization as requested.

**EXHIBIT "B"**  
**COST PROPOSAL**

Vendor's cost proposal includes a flat rate to cover all broadcast service needs as well as optional hourly rates for as-requested services. Vendor requests 72 hours advance notice prior to filming an event. All costs will be billed monthly.

**A. Broadcast Services: \$5,416.66 per month**

- Two (2) Broadcast Technicians for all City Council meetings on the regular calendar (meetings scheduled less than 72 hours in advance notice may be operated by one person). Technician will arrive two (2) hours prior to the meeting start.
- One (1) Broadcast Technician for board and commission meetings.  
-Technician will arrive two (2) hours prior to the meeting start.
- Administrative services and management. Includes coordination with city staff, scheduling, consultation, training, reporting and documentation.
- Basic A/V maintenance and troubleshooting. Coordination with subcontractors for maintenance and repair issues.
- Channel schedule management. Bulletin board slide creation and updating.
- State of the City Video- Recording and editing of the presentation including PowerPoint slides (1 videographer filming the live event with 2 cameras and arrival 1 hour before event).

**B. Hourly Rates for Additional Services:**

- Extended services rate: \$125 hour
  - For on-call or emergency broadcast or maintenance services as requested. This includes any City Council or board and commission special meetings with less than 72 hours in advance notice.
  - Onsite technical support related to maintenance or repair issues. Oversight of other vendors or contractors.
- Additional Broadcast Technician: \$80 per hour with a four (4) hour minimum
  - Hourly rate for an additional Broadcast Technician 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 two (2) hour minimum
- Aerial drone videography or photography: \$500 per hour
- Editing and post-production: \$125 per hour



- Off-site live streaming: \$500 per hour, with a four (4) hour minimum. This includes two operators, multiple cameras, and a live switcher.

**EXHIBIT "C"**  
INSURANCE LANGUAGE





MISCELLANEOUS PROFESSIONAL LIABILITY  
MPL 00 24 11 15

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED ENDORSEMENT**

This endorsement modifies insurance provided under the following:

Miscellaneous Professional Liability Insurance Policy

**SECTION V – DEFINITIONS, Section M. “Insured”**  
of the policy is amended to add the following:

The Additional Insured stated below, but only for liability arising solely out of **Wrongful Acts** in the performance of **Insured Services** by the **Named Insured** or the **Individual Insureds**:

City of Hermosa Beach ISAOA/ATIMA

It is also agreed the policy does not apply to any **Claim** which includes allegations or facts indicating actual or alleged independent or direct liability on the part of an Additional Insured.

**All other terms and conditions of this policy remain unchanged.**



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS**

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **PROVISIONS:**

1. WHO IS AN INSURED (SECTION II) is amended to include as an insured any person or organization (called hereafter "additional insured") whom you have agreed in a written contract, executed prior to loss, to name as additional insured, but only with respect to liability arising out of "your work" or your ongoing operations for that additional insured performed by you or for you.
2. With respect to the insurance afforded to Additional Insureds the following conditions apply:
  - a. Limits of Insurance – The following limits of liability apply:
    1. The limits which you agreed to provide; or
    2. The limits shown on the declarations, whichever is less.
  - b. This insurance is excess over any valid and collectible insurance unless you have agreed in a written contract for this insurance to apply on a primary or contributory basis.
3. This insurance does not apply:
  - a. on any basis to any person or organization for whom you have purchased an Owners and Contractors Protective policy.
  - b. to "bodily injury," "property damage," "personal injury," or "advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
    1. The preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
    2. Supervisory, inspection or engineering services.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/04/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> WM F BUELL INC 621 E PARK AVE LIBERTYVILLE, IL 60048 (888) 661-3938	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (888) 661-3938      FAX (A/C, No): (877) 872-7604	
	<b>E-MAIL ADDRESS:</b> service.center@travelers.com	
<b>INSURED</b> PEGASUS STUDIOS 14275 PEACH HILL RD MOORPARK, CA 93021	<b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b>	
	INSURER A : TRAVELERS CASUALTY INSURANCE COMPANY OF AMERICA	
	INSURER B : TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA	
	INSURER C :	
	INSURER D :	
	INSURER E :	
INSURER F :		

**COVERAGES**      **CERTIFICATE NUMBER:** 524420928431880      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> HIRED AUTO <input checked="" type="checkbox"/> NON OWNED AUTO GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X		680-4X180440-24	04/29/2024	04/29/2025	EACH OCCURRENCE	\$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
							MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$2,000,000
							GENERAL AGGREGATE	\$4,000,000
							PRODUCTS - COMP/OP AGG	\$4,000,000
								\$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/>			BA-4X180280-23	10/01/2023	08/12/2024	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			CUP-4X18065A-24	04/29/2024	04/29/2025	EACH OCCURRENCE	\$1,000,000
							AGGREGATE	\$1,000,000
								\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		UB-4X180519-24	04/29/2024	04/29/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$1,000,000
							E.L. DISEASE - POLICY LIMIT	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) AS RESPECTS TO GENERAL LIABILITY, THE CITY, ITS ELECTED OR APPOINTED OFFICERS, OFFICIALS, EMPLOYEES AND AGENTS ARE ADDITIONAL INSURED - BLANKET ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS, CG D1 05, BUT ONLY AS RESPECTS TO WORK PERFORMED BY THE INSURED.

<b>CERTIFICATE HOLDER</b> CITY OF HERMOSA BEACH 1315 VALLEY DR. HERMOSA BEACH, CA 90254	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Renan M. Beltran</i>
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/04/2024

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							GENERAL AGGREGATE	\$4,000,000
							PRODUCTS - COMP/OP AGG	\$4,000,000
								\$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/>			BA-4X180280-23	10/01/2023	08/12/2024	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			CUP-4X18065A-23	10/01/2023	04/29/2024	EACH OCCURRENCE	\$1,000,000
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