

CONSULTANT AGREEMENT

THIS CONSULTANT'S AGREEMENT (the "Agreement") is made this ____ day of _____, 2022, by and between THE CITY OF GLENARDEN (the "City"), a municipal corporation of the State of Maryland, whose address is 8600 Glenarden Parkway, Glenarden, Maryland 20706, and Steelbeach Postproduction, LLC hereinafter referred to as "Consultant," whose address is 8441 Bates Drive, Bowie, Maryland 20720.

WHEREAS, Consultant desires to act for the City as an Independent Contractor to provide City Council meeting video tapings and post-production services in the City of Glenarden; and

WHEREAS, the City desires that Consultant provide such services.

NOW, THEREFORE, in consideration of the premises and mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Appointment.** The City hereby engages with the Consultant, as an independent contractor and not as an agent or employee of the City, to provide certain professional filming, broadcasting and Cable Station maintenance services the City, and Consultant hereby accepts such work, subject to the terms and provisions of this Agreement.

2. **Scope of Services.** Pursuant to the Agreement, the Consultant agrees to furnish all the material and perform all of the work in compliance with the requirements and standards contained in the Contract Documents, as defined herein. All work shall be performed in a prompt and polite manner, and in conformance with standards in the industry. The following Consultant services are included as part of this Agreement:

- A. Provide manpower to videotape, produce, edit, and air City Council meetings. Said meetings shall include a maximum of five meetings a month, for all meeting types. Including work sessions, special and regularly scheduled City Council

meetings. Council Work Sessions are held on the first Monday of each month in the Upper-Level Conference Room. Regular City Council meetings are defined as meetings that occur the on second Monday of each month unless that Monday is a legal government holiday. In this event, the meeting will be held the following Tuesday. It is expected that editing of Council meetings will be minimal, as no substantive portions of the meetings may be deleted.

- B. Consultant shall provide manpower to videotape, produce, edit, and air events hosted by the City of Glenarden, upon request of the City Council, City Manager and/or Mayor.
- C. Assist, arrange, and prepare for public meetings and present information to community groups.
- D. Oversee the maintenance of TV Studio and support of the City's TV station and Equipment.
- E. Direct technical and artistic development of television programs including the preparation of artwork or animation, narration, dialogue, sound effects and music as required in the production.
- F. Other related media, filming, and broadcasting task as delegated by the City Manager or Mayor of Glenarden

3. **Contract Term.** This Agreement shall be for a term of one (1) year (the "Term") commencing on the date of this Agreement, **beginning on June 1st, 2022, and ending on June 30th, 2023.** The City Shall have the right to extend this contract, on the same terms and conditions as set out herein, for up to an additional one-year term. The services shall be provided as detailed in the following enumerated documents which form the Agreement.

4. **Contract Price.** The City agrees to pay the Consultant, as consideration for the Consultant's satisfactory performance of all obligations under this Agreement, the sum of Three Hundred and Fifty dollars (\$350) per meeting for a maximum amount of five meetings per month for no more than a maximum amount of Seventeen Hundred and Fifty Dollars (\$1750.00) per month, which shall include all incidental costs including, but not limited to editing, printing, copying, use of equipment, binding, telephone, and photographs. The consultant will properly film City Council

meetings under the expressed direction of the City Manager or City Council. City Council meetings will vary month to month however, as stated within this agreement, the consultant will be restricted from working more than five meetings within a single month.

Additional services shall be provided by the Consultant on an as-needed basis as explicitly directed by the City Manager, Mayor, or City Council. Services such as filming live events, commercials, interviews, forums, etc. will be an additional Four Hundred and Fifty dollars (\$450) per event for maximum of two events per month at no more than Nine Hundred Dollars (\$900) a month. Which shall include all incidental costs including, but not limited to editing, printing, copying, use of equipment, binding, and photographs. Invoices for payment of services may be submitted on a monthly basis and must be accompanied by daily time sheets detailing the work done, and any other documentation required by the City. Invoices will be paid after approval by the City Manager. In no event shall the amount invoiced by the Consultant exceed the maximum dollar amount hereby in Section (4) of this contract.

Lastly, the Consultant shall be paid Forty Dollars (\$40) an hour, not to exceed \$5000 within a single contract term, for services involving overall maintenance and upkeep of the Cable Station. Tasks would include an initial assessment of the Cable room, repairs/replacements made to the cable equipment (audio/video systems, satellite, and fiber transmission equipment), working with the City's cable providers Verizon and Comcast to bring back coverage during outages as well as schedule repair services, and complete any equipment configuration, testing, troubleshooting, installation, or related software updates, as requested by the City of Glenarden.

5. Ownership of Content. The Consultant agrees that all content created under this agreement for the City of Glenarden will be the property of the City. This includes all Cable television

broadcasts, recordings, social media posts and other content created by the Consultant for the City of Glenarden

6. **Contract Documents.** This Agreement and the following enumerated documents, which are incorporated by reference as if fully set forth herein, form the contract and are termed the Contract Documents:

7. **Other Payments; Expenses; Taxes.** The City will not be responsible for any cost or expenses of operation of any kind associated with the Consultant's provision of services pursuant to this Agreement. Consultant shall be entitled to no fees, bonuses, contingent payments, or any other amount in connection with the services to be rendered hereunder except as set out herein. The parties hereto further agree that the City shall have no obligation to reimburse, pay directly or otherwise satisfy any expenses of the Consultant in connection with the performance of his obligations under this Agreement.

It is expressly understood and acknowledged by the parties hereto that the fees payable hereunder shall be paid in the gross amount, without reduction for any Federal or State withholding or other payroll taxes, or any other governmental taxes or charges. The parties hereto further recognize that Consultant, as an Independent Consultant of the City, is responsible for directly assuming and remitting any applicable Federal or State withholding taxes, estimated tax payments, Social Security payments, unemployment compensation payments, and any other fees, taxes, and expenses whatsoever. In the event that Consultant is deemed not to be an Independent Consultant by any local, state or federal governmental agency, Consultant agrees to indemnify and hold harmless the City for any and all fees, costs and expenses, including, but not limited to, attorneys fees incurred thereby.

7. **Insurance.** The consultant will purchase and maintain during the entire term of this Agreement, comprehensive general liability insurance, professional errors and omissions insurance,

and workers' compensation insurance with limits of not less than those set forth below. On each policy, Consultant will name the City of Glenarden as an additional insured.

A. Comprehensive general liability insurance - bodily injury of \$1,000,000.00 for each occurrence/aggregate; property damage of \$500,000.00 for each occurrence/aggregate, and

B. Automobile fleet coverage - \$1,000,000.00 for each occurrence/aggregate; property damage of \$500,000.00 for each occurrence/aggregate.

C. Workers' Compensation Insurance. Consultant shall comply with the requirements and benefits established by the State of Maryland for the provision of Workers' Compensation insurance. The City will deduct a predetermined percentage of each payment to any Consultant who has failed to provide a Certificate of Insurance for Workers' Compensation, in order to defray coverage costs of the City. This percentage is subject to change. The Consultant will be provided notification of any change. All Corporations are required to provide Workers' Compensation Certificates of Insurance. The City shall be named as an Insured on the Comprehensive General Liability Insurance, the Automobile Fleet Insurance, and the Property Damage Insurance.

A Certificate of Insurance shall be provided to the City by the Contractor within ten business days after the award of the contract. The Certificate shall demonstrate that the Contractor has complied with the requirements of this section and be in a form acceptable to the City.

Provision of any insurance required herein does not relieve consultant of any of the responsibilities or obligations assumed by the consultant in the contract awarded, or for which the consultant may be liable by law or otherwise. Provision of such insurance is not intended in any way to waive the City's immunities or any damage limits applicable to municipal government as provided by law.

8. **Indemnification.** Consultant shall indemnify and hold the City harmless from and against all actions, liability, claims, suits, damages, risk of loss, and costs or expenses of every kind and description, including attorney's fees, arising directly or indirectly out of the performance of this Agreement, whether caused by negligence on the part of the Consultant, its agents, employees, or subcontractors, or by other causes.

9. **Licenses, Applicable Laws.** Consultant will be responsible for obtaining any and all licenses pertaining to performance of work under the Agreement. Any hardware or software provided by Consultant shall be properly licensed. All services and materials provided by Consultant shall conform to all applicable laws and regulations.

10. **Materials and Standard of Work.** All work performed, and material provided, pursuant to this Agreement shall be in conformance with standards and specifications for the industry and will be appropriate for existing conditions. All work shall be performed in a neat and workmanlike manner by trained and experienced personnel. Defective or unsuitable materials or workmanship shall be rejected and shall be made good by the Consultant at Consultant's expense, notwithstanding that such deficiencies have been previously accepted or were due to no fault of the Consultant.

11. **Subcontracting.** The Consultant may not subcontract any work required under this Agreement without the consent of the City. If the Consultant wishes to subcontract any of the said work, it must provide subcontractor names, addresses, and telephone numbers and a description of the work to be done. The Consultant is not relieved of primary responsibility for full and complete performance of any work identified to the subcontractor. There shall be no contractual relationship between the City and the subcontractor.

12. **Accurate Information.** The Consultant certifies that all information provided in response to the invitation to bid or other requests for information is true and correct. Any false or misleading information is grounds for the City to reject the bid and terminate this contract.

13. **Errors in Specifications.** The Consultant shall take no advantage of any error or omission in the specifications. The City shall make such corrections and interpretations as may be deemed necessary and that decision shall be final.

14. **Construction and Legal Effect.** This Agreement, including all Contract Documents, constitutes the entire understanding between the parties. No modification or addition to this Agreement shall have any effect unless made in writing and signed by both parties hereto.

15. **No Assignment.** This Agreement shall not be assigned or transferred by Consultant, whether by operation of law or in any other manner, without prior consent in writing from the City. In the event of insolvency of either party, this Agreement shall terminate immediately at the election of the other party.

16. **Relief.** The Consultant recognizes the substantial and immediate harm that a breach or threatened breach of this Agreement will impose upon the City, and further recognizes that in such event monetary damages may be available to the City. Accordingly, in the event of a breach or threatened breach of this Agreement, Consultant consents to the City's entitlement to seek ex parte, preliminary, interlocutory, temporary, or permanent injunctive, or any other equitable relief, protecting and fully enforcing the City's rights hereunder and preventing the Consultant from further breaching any of its obligations set forth herein. Nothing herein shall be construed as prohibiting the City from pursuing any other remedies available to the City at law or in equity for such breach or threatened breach, including the recovery of damages from Consultant.

17. Termination for Default. Notwithstanding anything to the contrary herein, this Agreement may be terminated upon the failure of the Consultant to deliver work, supplies, materials or services in a timely manner, to correct defective work or materials, to act in good faith, or to carry out the work in accordance with contract documents, each of which shall constitute a breach of this Agreement. In such event, the City may give notice to the Consultant to cease work until the cause for such order has been eliminated. Should the Consultant fail to correct such default within 24 hours after receipt of notification, the City may terminate this Agreement. This provision shall not limit the City from exercising any other rights or remedies it may have.

18. Termination for Convenience. The performance of work or delivery of services under this Agreement may be terminated in whole or in part at any time upon written notice when the City determines that such termination is in its best interest. The City will be liable only for labor, materials, goods, and services furnished prior to the effective date of such termination.

19. Notices. All notices shall be sufficient if delivered in person or sent by certified mail to the parties at the following addresses:

Consuella Barbour
City Manager
8600 Glenarden Parkway
Glenarden, MD 20706

Rick R. Gray Founder/Managing Member
Steelbeach Postproduction LLC
8441 Bates Drive
Bowie, Maryland 20720

20. Costs. In the event of any breach or failure by a party to fulfill any term, covenant or provision of this Agreement, the breaching party shall be responsible for any and all costs and expenses, including reasonable attorneys' fees, incurred on account of such breach.

21. **Enforcement Provisions.** The failure of the City or Consultant, at any time, to enforce any of the provisions of this Agreement, or any right with respect thereto, will in no way be construed to be a waiver of such provisions or right, or in any way to affect the validity of this Agreement. The exercise by either party of any rights under this Agreement shall not preclude or prejudice the subsequent exercise of the same or any other rights under this Agreement.

22. **Governing Law.** This Agreement shall be governed by the laws of the State of Maryland, excluding its conflict of law rules, as if this Agreement were made and to be performed entirely within the State of Maryland.

23. **Severability.** If any term or provision of this Agreement shall be held invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be enforced to the fullest extent permitted by law.

24. **Set-Off.** In the event that Consultant shall owe an obligation of any type whatsoever to the City at any time during the term hereof or after termination of the relationship created hereunder, the City shall have the right to offset any amount so owed by the Consultant against any compensation due the Consultant from the City.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal the day and year first above written.

ATTEST:

THE CITY OF GLENARDEN, MARYLAND

Consuella Barbour, City Manager

By: _____
Cashenna A. Cross, Mayor

WITNESS:

STEELBEACH POSTPRODUCTION LLC

Jordan McClung, Executive Assistant

By: _____

Name: _____

Title: _____

APPROVED AS TO LEGAL SUFFICIENCY:

Kevin Karpinski
City Attorney