

PERSONAL SERVICES AGREEMENT
BETWEEN
INFORMATION TECHNOLOGY AGENCY
AND
[REDACTED]

Contract
to hire
Producer/
director

This Agreement is made and entered into between the CITY OF LOS ANGELES (hereinafter called "City"), a municipal corporation acting through the General Manager or designee of the Information Technology Agency (hereinafter called "Agency") and [REDACTED] (hereinafter called "Contractor") with reference to the following facts:

WHEREAS, the Agency has expertise in the area of video production and is responsible for developing and coordinating the municipal uses of cable television for public information, education, and other applications;

WHEREAS, the City Council has approved funding for the operation of L.A. Cityview Channel 35, including funding for Municipal Access Producer/Directors;

WHEREAS, the City does not employ any person with the requisite expertise, knowledge, or ability to perform the functions agreed to in this contract and the Agency desires to employ the services of a Municipal Access Producer/Director;

WHEREAS, the Agency is aware the Contractor possesses the expertise, knowledge, and ability to perform the duties of Municipal Access Producer/Director; and

WHEREAS, the services to be performed are professional, expert, and technical in nature and are temporary in character.

NOW THEREFORE, the parties hereto agree as follows:

A. Services to be Performed by Contractor

1. Contractor shall be responsible for producing and directing video projects to be aired on L.A. Cityview Channel 35.
2. Contractor shall assist in any or all of the following areas necessary to produce and direct a municipal access programming project: research, client meetings, treatment writing, location scouting, developing concepts, pre-interviews, script consultation meetings, coordinating productions, making a production schedule, directing,

script writing, logging window dubs, paper editing, rough editing, and final editing.

3. Contractor shall be assigned to specific municipal access programming projects or duties with assigned deadlines.
4. Contractor and the General Manager or designee shall agree upon in writing the estimated number of hours and the duties for each of the projects to be completed. Contractors must receive written approval from the General Manager or designee prior to working any hours beyond the original estimate.
5. Contractor shall perform any other related tasks as directed by the General Manager or designee.

B. Compensation

1. The City's total obligation under this Agreement shall not exceed the amount of ten thousand dollars (\$10,000.00) for all work specified herein, received and approved by the General Manager or designee of the Agency. Compensation shall be at the rate of nineteen dollars and forty cents (\$19.40) per hour.
2. Contractor understands that the City is not obligated to use the services of the Contractor for the full amount of the Agreement and may terminate the Agreement pursuant to Section C.2.
3. Contractor shall submit bi-weekly invoices for verification and approval to the General Manager or designee of the Agency of within five (5) days following the bi-weekly period in which the services, for which payment is sought, were rendered.
4. Invoices for payments must include Contractor's name, address, Social Security Number or Federal Tax Identification Number, Business Tax Registration Certificate Number, invoice date, invoice number, dates of service, a listing of specific services performed,

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and the amount of compensation requested. Payments may be delayed for invoices which are incomplete or improperly submitted.

C. Term of Agreement

1. The term of this Agreement shall commence upon execution of this Agreement and shall terminate June 30, 1996 unless otherwise agreed.
2. Notwithstanding the provisions of paragraph C.1. hereof, this Agreement may be terminated by either the City or the Contractor upon giving fifteen (15) days written notice to the other party.
3. City reserves the option to renew this Agreement under the same terms and conditions as set forth herein for an additional period of time mutually agreed upon by the Agency and the Contractor, provided that the City exercises said option by notifying the Contractor in writing at least two weeks prior to the termination of this Agreement.

D. Notices

The notices required or permitted to be given by the Consultant or the City hereunder shall be in writing and shall be personally delivered or mailed by first class mail, postage prepaid, to the following respective addresses:

Contractor:

[REDACTED]
[REDACTED]
[REDACTED]

City:

Information Technology Agency
120 South San Pedro Street, Suite 600
Los Angeles, CA 90012
Attention: Susan Herman

Any changes in personnel, addresses, or other material changes which affect the terms and conditions of this Agreement must be immediately communicated to the City and/or the Contractor. Failure of either party to make such notifications may result in the termination of this Agreement.

E. Patents, Copyrights, Trademarks, and Other Proprietary Rights

All original scripts, storyboards, plans, reports, software, videotapes, custom equipment, documentation, and other informational materials, whether written or readable by machine, originated or prepared exclusively for the City pursuant to this Agreement is "work for hire" under the United States Copyright law and shall become the sole property of the City. The Contractor shall not assert any common law or statutory patent, copyright, trademark, or any other proprietary right to said design, plans, reports, software, documentation, or other informational materials.

F. Rights in Data

All rights (including publication or registration of copyright) for the public service announcements, including scripts, storyboards, videotapes, and other material submitted in final form (products) by the Contractor pursuant to this Agreement are the property of the City. The Contractor may not use any such products mentioned in this article for purposes unrelated to Contractor's work on behalf of the City without the prior written consent of the General Manager or designee of the Agency.

G. Publication

Contractor may not publish or reproduce any documents or products listed in Article F for purposes unrelated to Contractor's work on behalf of the City without prior written consent of the General Manager or designee of the Agency.

H. Incorporation of Standard Provisions

Hereby incorporated by reference into this Agreement are PSC-1 through PSC-17 of the Standard Provisions for City Personal Services Contracts (Revised 10-93) which are attached hereto and labeled "Appendix A".

IN WITNESS WHEREOF, the parties have caused this instrument to be signed as of the date and year hereunder:

ATTEST: ELIAS MARTINEZ
CITY CLERK

Date: _____

By: _____

CITY OF LOS ANGELES for
the General Manager, Information
Technology Agency:

Date: _____

By: _____

Susan Herman

APPROVED AS TO FORM:
JAMES HAHN, CITY ATTORNEY

Date: _____

By: _____

Ed Perez
Assistant City Attorney

CONTRACTOR:

Date: _____

By: _____