

PROFESSIONAL SERVICES CONTRACT BETWEEN
THE CITY OF HUNTINGTON BEACH AND
DYNAMIC VIDEO COMMUNICATIONS, LLC
FOR
ON-CALL VIDEO PRODUCTION AND MEDIA SERVICES
FOR HUNTINGOTN BEACH CHANNEL 3 - HBTV

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Huntington Beach, a municipal corporation of the State of California, hereinafter referred to as "CITY," and DYNAMIC VIDEO COMMUNICAITONS, LLC., a hereinafter referred to as "CONSULTANT."

WHEREAS, CITY desires to engage the services of a consultant to perform on-call video production and media services; and

Pursuant to documentation on file in the office of the City Clerk, the provisions of the Huntington Beach Municipal Code, Chapter 3.03, relating to procurement of professional service contracts have been complied with; and

CONSULTANT has been selected to perform these services,

NOW, THEREFORE, it is agreed by CITY and CONSULTANT as follows:

1. SCOPE OF SERVICES

CONSULTANT shall provide all services as described in **Exhibit "A,"** which is attached hereto and incorporated into this Agreement by this reference. These services shall sometimes hereinafter be referred to as the "PROJECT."

CONSULTANT hereby designates Edward Garcia who shall represent it and be its sole contact and agent in all consultations with CITY during the performance of this Agreement.

2. CITY STAFF ASSISTANCE

CITY shall assign a staff coordinator to work directly with CONSULTANT in the performance of this Agreement.

3. TERM; TIME OF PERFORMANCE

Time is of the essence of this Agreement. The services of CONSULTANT are to commence on _____, 2026 (the "Commencement Date"). This Agreement shall automatically terminate three (3) years from the Commencement Date, unless extended or sooner terminated as provided herein. All tasks specified in **Exhibit "A"** shall be completed no later than three (3) years from the Commencement Date. The time for performance of the tasks identified in **Exhibit "A"** are generally to be shown in **Exhibit "A."** This schedule may be amended to benefit the PROJECT if mutually agreed to in writing by CITY and CONSULTANT.

In the event the Commencement Date precedes the Effective Date, CONSULTANT shall be bound by all terms and conditions as provided herein.

4. COMPENSATION

In consideration of the performance of the services described herein, CITY agrees to pay CONSULTANT on a time and materials basis at the rates specified in **Exhibit "B,"** which is attached hereto and incorporated by reference into this Agreement, a fee, including all costs and expenses, not to exceed Fifty Thousand Dollars (\$50,000).

5. EXTRA WORK

In the event CITY requires additional services not included in **Exhibit "A"** or changes in the scope of services described in **Exhibit "A,"** CONSULTANT will undertake such work only after receiving written authorization from CITY. Additional

compensation for such extra work shall be allowed only if the prior written approval of CITY is obtained.

6. METHOD OF PAYMENT

CONSULTANT shall be paid pursuant to the terms of **Exhibit "B."**

7. DISPOSITION OF PLANS, ESTIMATES AND OTHER DOCUMENTS

CONSULTANT agrees that title to all materials prepared hereunder, including, without limitation, all original drawings, designs, reports, both field and office notices, calculations, computer code, language, data or programs, maps, memoranda, letters and other documents, shall belong to CITY, and CONSULTANT shall turn these materials over to CITY upon expiration or termination of this Agreement or upon PROJECT completion, whichever shall occur first. These materials may be used by CITY as it sees fit.

8. HOLD HARMLESS

A. CONSULTANT hereby agrees to protect, defend, indemnify and hold harmless CITY, its officers, elected or appointed officials, employees, agents and volunteers from and against any and all claims, damages, losses, expenses, judgments, demands and defense costs (including, without limitation, costs and fees of litigation of every nature or liability of any kind or nature) arising out of or in connection with CONSULTANT's (or CONSULTANT's subcontractors, if any) negligent (or alleged negligent) performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement by CONSULTANT, its officers, agents or employees except such loss or damage which was caused by the sole negligence or willful misconduct of CITY. CONSULTANT will conduct all defense at its sole cost and expense and CITY shall approve selection of CONSULTANT's counsel. This indemnity shall

apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as limitation upon the amount of indemnification to be provided by CONSULTANT.

B. To the extent that CONSULTANT performs "Design Professional Services" within the meaning of Civil Code Section 2782.8, then the following Hold Harmless provision applies in place of subsection A above:

"CONSULTANT hereby agrees to protect, defend, indemnify and hold harmless CITY and its officers, elected or appointed officials, employees, agents and volunteers, from and against any and all claims, damages, losses, expenses, demands and defense costs (including, without limitation, costs and fees of litigation of every nature or liability of any kind or nature) to the extent that the claims against CONSULTANT arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT. In no event shall the cost to defend charged to CONSULTANT exceed CONSULTANT's proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more other defendants to the claims and/or litigation is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, CONSULTANT shall meet and confer with CITY and other defendants regarding unpaid defense costs. The duty to indemnify, including the duty and the cost to defend, is limited as provided in California Civil Code Section 2782.8.

C. Regardless of whether subparagraph A or B applies, CITY shall be reimbursed by CONSULTANT for all costs and attorney's fees incurred by CITY in enforcing this obligation. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONSULTANT.

9. PROFESSIONAL LIABILITY INSURANCE

CONSULTANT shall obtain and furnish to CITY a professional liability insurance policy covering the work performed by it hereunder. This policy shall provide coverage for CONSULTANT's professional liability in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate. The above-mentioned insurance shall not contain a self-insured retention without the express written consent of CITY; however an insurance policy "deductible" of Ten Thousand Dollars (\$10,000.00) or less is permitted. A claims-made policy shall be acceptable if the policy further provides that:

- A. The policy retroactive date coincides with or precedes the initiation of the scope of work (including subsequent policies purchased as renewals or replacements).
- B. CONSULTANT shall notify CITY of circumstances or incidents that might give rise to future claims.

CONSULTANT will make every effort to maintain similar insurance during the required extended period of coverage following PROJECT completion. If insurance is terminated for any reason, CONSULTANT agrees to purchase an extended reporting provision of at least two (2) years to report claims arising from work performed in connection with this Agreement.

If CONSULTANT fails or refuses to produce or maintain the insurance required by this section or fails or refuses to furnish the CITY with required proof that insurance has been procured and is in force and paid for, the CITY shall have the right, at the CITY's election, to forthwith terminate this Agreement. Such termination shall not

effect Consultant's right to be paid for its time and materials expended prior to notification of termination. CONSULTANT waives the right to receive compensation and agrees to indemnify the CITY for any work performed prior to approval of insurance by the CITY.

10. CERTIFICATE OF INSURANCE

Prior to commencing performance of the work hereunder, CONSULTANT shall furnish to CITY a certificate of insurance subject to approval of the City Attorney evidencing the foregoing insurance coverage as required by this Agreement; the certificate shall:

- A. provide the name and policy number of each carrier and policy;
- B. state that the policy is currently in force; and
- C. shall promise that such policy shall not be suspended, voided or canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice; however, ten (10) days' prior written notice in the event of cancellation for nonpayment of premium.

CONSULTANT shall maintain the foregoing insurance coverage in force until the work under this Agreement is fully completed and accepted by CITY.

The requirement for carrying the foregoing insurance coverage shall not derogate from CONSULTANT's defense, hold harmless and indemnification obligations as set forth in this Agreement. CITY or its representative shall at all times have the right to demand the original or a copy of the policy of insurance. CONSULTANT shall pay, in a prompt and timely manner, the premiums on the insurance hereinabove required.

11. INDEPENDENT CONTRACTOR

CONSULTANT is, and shall be, acting at all times in the performance of this Agreement as an independent contractor herein and not as an employee of CITY. CONSULTANT shall secure at its own cost and expense, and be responsible for any and all payment of all taxes, social security, state disability insurance compensation, unemployment compensation and other payroll deductions for CONSULTANT and its officers, agents and employees and all business licenses, if any, in connection with the PROJECT and/or the services to be performed hereunder.

12. TERMINATION OF AGREEMENT

All work required hereunder shall be performed in a good and workmanlike manner. CITY may terminate CONSULTANT's services hereunder at any time with or without cause, and whether or not the PROJECT is fully complete. Any termination of this Agreement by CITY shall be made in writing, notice of which shall be delivered to CONSULTANT as provided herein. In the event of termination, all finished and unfinished documents, exhibits, report, and evidence shall, at the option of CITY, become its property and shall be promptly delivered to it by CONSULTANT.

13. ASSIGNMENT AND DELEGATION

This Agreement is a personal service contract and the work hereunder shall not be assigned, delegated or subcontracted by CONSULTANT to any other person or entity without the prior express written consent of CITY. If an assignment, delegation or subcontract is approved, all approved assignees, delegates and subconsultants must satisfy the insurance requirements as set forth in Sections 9 and 10 hereinabove.

14. COPYRIGHTS/PATENTS

CITY shall own all rights to any patent or copyright on any work, item or material produced as a result of this Agreement.

15. CITY EMPLOYEES AND OFFICIALS

CONSULTANT shall employ no CITY official nor any regular CITY employee in the work performed pursuant to this Agreement. No officer or employee of CITY shall have any financial interest in this Agreement in violation of the applicable provisions of the California Government Code.

16. NOTICES

Any notices, certificates, or other communications hereunder shall be given either by personal delivery to CONSULTANT's agent (as designated in Section 1 hereinabove) or to CITY as the situation shall warrant, or by enclosing the same in a sealed envelope, postage prepaid, and depositing the same in the United States Postal Service, to the addresses specified below. CITY and CONSULTANT may designate different addresses to which subsequent notices, certificates or other communications will be sent by notifying the other party via personal delivery, a reputable overnight carrier or U. S. certified mail-return receipt requested:

TO CITY:

City of Huntington Beach
ATTN: City Manager
2000 Main Street
Huntington Beach, CA 92648

TO CONSULTANT:

Dynamic Video Communications, LLC
ATTN: Edward Garcia
30211 Avenida de las Banderas, Suite 200
Rancho Santa Margarita, CA 92688

17. CONSENT

When CITY's consent/approval is required under this Agreement, its consent/approval for one transaction or event shall not be deemed to be a consent/approval to any subsequent occurrence of the same or any other transaction or event.

18. MODIFICATION

No waiver or modification of any language in this Agreement shall be valid unless in writing and duly executed by both parties.

19. SECTION HEADINGS

The titles, captions, section, paragraph and subject headings, and descriptive phrases at the beginning of the various sections in this Agreement are merely descriptive and are included solely for convenience of reference only and are not representative of matters included or excluded from such provisions, and do not interpret, define, limit or describe, or construe the intent of the parties or affect the construction or interpretation of any provision of this Agreement.

20. INTERPRETATION OF THIS AGREEMENT

The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties. If any provision of this Agreement is held by an arbitrator or court of competent jurisdiction to be unenforceable, void, illegal or invalid, such holding shall not invalidate or affect the remaining covenants and provisions of this Agreement. No covenant or provision shall be deemed dependent upon any other unless so expressly provided here. As used in this Agreement, the masculine or neuter gender and singular or plural number shall be deemed to include the other whenever the context so indicates or requires. Nothing contained herein shall be construed so as to require the commission of any act

contrary to law, and wherever there is any conflict between any provision contained herein and any present or future statute, law, ordinance or regulation contrary to which the parties have no right to contract, then the latter shall prevail, and the provision of this Agreement which is hereby affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law.

21. DUPLICATE ORIGINAL

The original of this Agreement and one or more copies hereto have been prepared and signed in counterparts as duplicate originals, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original. Each duplicate original shall be deemed an original instrument as against any party who has signed it.

22. IMMIGRATION

CONSULTANT shall be responsible for full compliance with the immigration and naturalization laws of the United States and shall, in particular, comply with the provisions of the United States Code regarding employment verification.

23. LEGAL SERVICES SUBCONTRACTING PROHIBITED

CONSULTANT and CITY agree that CITY is not liable for payment of any subcontractor work involving legal services, and that such legal services are expressly outside the scope of services contemplated hereunder. CONSULTANT understands that pursuant to *Huntington Beach City Charter* Section 309, the City Attorney is the exclusive legal counsel for CITY; and CITY shall not be liable for payment of any legal services expenses incurred by CONSULTANT.

24. ATTORNEY'S FEES

In the event suit is brought by either party to construe, interpret and/or enforce the terms and/or provisions of this Agreement or to secure the performance hereof, each party shall bear its own attorney's fees, such that the prevailing party shall not be entitled to recover its attorney's fees from the nonprevailing party.

25. SURVIVAL

Terms and conditions of this Agreement, which by their sense and context survive the expiration or termination of this Agreement, shall so survive.

26. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of California.

27. SIGNATORIES

Each undersigned represents and warrants that its signature hereinbelow has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify CITY fully for any injuries or damages to CITY in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.

28. ENTIRETY

The parties acknowledge and agree that they are entering into this Agreement freely and voluntarily following extensive arm's length negotiation, and that each has had the opportunity to consult with legal counsel prior to executing this Agreement. The parties also acknowledge and agree that no representations, inducements, promises, agreements or warranties, oral or otherwise, have been made by that party or anyone acting on that party's behalf, which are not embodied in this Agreement, and that that party has not executed this Agreement in reliance on any representation, inducement,

promise, agreement, warranty, fact or circumstance not expressly set forth in this Agreement. This Agreement, and the attached exhibits, contain the entire agreement between the parties respecting the subject matter of this Agreement, and supersede all prior understandings and agreements whether oral or in writing between the parties respecting the subject matter hereof.

29. EFFECTIVE DATE

This Agreement shall be effective on the date of its approval by the City Attorney. This Agreement shall expire when terminated as provided herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their authorized officers.

CONSULTANT,
DYNAMIC VIDEO COMMUNICATIONS,
LLC

CITY OF HUNTINGTON BEACH,
a municipal corporation of the State of
California

By: 

City Manager

Edward Garcia

print name

ITS: (circle one) Chairman/President/Vice President

APPROVED AS TO FORM:

AND

By: 



City Attorney

Johana G. Hardy

print name

ITS: (circle one) Secretary/Chief Financial Officer/Asst.
Secretary - Treasurer

Date 5/28/2026

RECEIVE AND FILE:

City Clerk

Date _____

EXHIBIT "A"

- A. STATEMENT OF WORK: (Narrative of work to be performed)

Provide On-Call Video Production and Media Services for Huntington Beach Channel 3-
HBTV

- B. CONSULTANT'S DUTIES AND RESPONSIBILITIES:

SEE ATTACHED EXHIBIT A

- C. CITY'S DUTIES AND RESPONSIBILITIES:

- D. WORK PROGRAM/PROJECT SCHEDULE:

EXHIBIT A

A - COVER LETTER

March 5th, 2026

The CITY OF HUNTINGTON Beach
Office of The City Manager
Attention: Alyssa Salazar, Buyer
2000 Main Street
Huntington Beach, CA 92648

Hello Alyssa,

At Dynamic Video Communications (DVC), we believe great cities deserve great storytelling. For the past 28 years, our work has focused on bringing municipalities and major brands to life through cinematic video production and thoughtful media strategy. Thank you for the opportunity to present our agency as a partner to support the City of Huntington Beach in:

- **Feature Content Generation**
- **Regular Event Coverage**

For Feature Content, we specialize in storytelling that connects with audiences. We've produced executive roundtables and branded programming for major cities and global brands, including long-form and original content for nationally recognized organizations like **USC, Chipotle, Taco Bell Corp. and Wells Fargo**. We scale easily – from lean, efficient crews to full productions – depending on the needs of the project.

For Event Coverage, we thrive in dynamic, fast-moving environments like those unique to a beach city. Our team is highly organized, collaborates seamlessly with your stage vendor and production crews, and is focused on capturing the moments that matter. We understand how to work inside live civic events with professionalism and efficiency while delivering polished, engaging visuals.

MUNICIPALITIES

- The City of Santa Ana
- The City of Newport Beach
- The County of San Bernardino
- The County of San Bernardino

GLOBAL BRANDS ENGAGEMENT

- Taco Bell
- Wells Fargo
- Credit Unions
- Pepsico
- Chipotle
- Dell Technologies
- Boys and Girls Club of America
- Chevron
- UCLA / USC

Our mission is to create content that strengthens civic engagement, highlights community programs, and reflects the City's values and vision. A strong example of our commitment is our ongoing partnership with **The City of Santa Ana**, which recently extended our contract for a third consecutive term – a relationship built on trust, reliability, and measurable results.

As a boutique agency, we offer something many larger firms cannot: **Personal Investment**. Big brands with access to major creative resources continue to choose DVC because we are responsive and deeply respectful of our clients' time. We pride ourselves on being easy to work with and on reducing the complexity that often comes with media production.

As owner and producer, we bring what I call a "**Cinematic Instincts**" for audience connection – an understanding of what people respond to visually and emotionally. That instinct has helped our partners grow engagement, including sustained increases in social media viewership for our municipal clients. We would love to bring that same energy and expertise to Huntington Beach.

We would be honored to collaborate with the City and help tell its story with clarity, creativity, and purpose.

The proposed budget is valid for 180 days. The address listed below is the location from which this work will be managed. Thank you for considering DVC as your creative partner.

Respectfully,

A handwritten signature in black ink, appearing to read 'Edward Garcia', with a long, sweeping flourish extending to the right.

Edward Garcia

Producer / Director / Project Manager

Dynamic Video Communications, LLC

30211 Avenida de las Banderas, Suite 200

Rancho Santa Margarita, CA 92688

Edwardgarcia2@mac.com | 949-232-3220

DVCFILMS.COM

A - VENDOR APPLICATION LETTER

A - BACKGROUND & PROJECT SUMMARY

• Regular Event Coverage

Dynamic Video Communications (DVC) is well positioned to support this on-call model with professionalism, flexibility, and proven experience. Regular event coverage highlights the City's need for fast, reliable production – and this is where DVC excels. We bring extensive expertise in field videography, on-site interviewing, live coverage, and full-service event production, confidently managing projects from initial capture through final edit with rapid turnaround times.

• Feature Content Generation

Dynamic Video Communications (DVC) will support the City of Huntington Beach's need for on-call field and studio video production, live broadcast services, and video engineering for their communication platforms. We bring extensive experience delivering professional content for broadcast television, live streaming, digital distribution, and archival purposes, including web and social media platforms.

Our team is fully equipped with HD, 4K, and 8K production capabilities, allowing us to scale services to meet a wide range of project scopes and budgets. We remain flexible and solution-oriented, adapting to project needs while maintaining broadcast-quality standards. With dedicated coordination and lighting support built into our workflow, we operate efficiently in both field and studio environments.

Working collaboratively the beach city, DVC can support one or multiple service categories as needed. We understand the on-call nature of municipal production work and are prepared to respond quickly based on project priorities, availability, and evolving demands. Our full-service capabilities – including multi-camera production, professional audio, lighting, live broadcast support, video engineering, and polished post-production – ensure reliable, high-quality delivery across all City platforms.

C - METHODOLOGY

Dynamic Video Communications (DVC) applies a proven, repeatable methodology for both feature content generation and event coverage that emphasizes planning, collaboration, efficiency, and high production value.

Implementation Plan

" projects through a structured production workflow consisting of five
ery, Pre-Production, Production, Post-Production, and Delivery. Discovery &

Planning:

- Initial consultation with City stakeholders to clarify goals, audience, messaging, and success metrics. Edward will be the city project manager and will bring donuts and bagels to the first meeting.
- Development of creative briefs, schedules, and production plans
- Identification of the necessary crew, equipment, stage partnership and logistical requirements.

Pre-Production Controls

- Detailed run-of-show documents and shot lists
- Location scouting and technical assessments
- Scheduling coordination with City departments

Production Execution

- DVC will use their experienced field teams operating under established safety and quality protocols
- Edward and Nathan (lighting director) will provide On-site production leadership to maintain schedule and creative direction

Post-Production Controls

- Andres will handle the structured editing timelines with milestone reviews
- Version tracking, organized media management and provide multiple versions to the City.
- Quality assurance checks for audio, color, graphics, and accessibility standards

Delivery

- Approvals from the city and formatting for broadcast, streaming, and digital platforms
- Final stakeholder approval and documentation

b. Stakeholder Engagement Methodology

DVC prioritizes transparent communication and collaborative feedback throughout each phase of production - Communication is Key.

- Structured meetings with internal City stakeholders or project manager
- Regular status updates and review sessions
- Final approval workflows to ensure alignment with City objectives

c. Additional Project Management Strategies

- Dedicated project coordinator to manage logistics and communication
- Rapid-response capability for time-sensitive assignments
- Standardized templates and workflows to ensure consistency across projects

2. Commitment to Client Satisfaction

DVC's methodology is designed to exceed expectations while fully satisfying the Scope of Work requirements for both content generation and event coverage.

For Content Generation

- Collaborative concept development aligned with City messaging
- Cinematic storytelling that elevates civic programming
- Multi-camera production and professional lighting/audio design

For Event Coverage

- Rapid deployment field teams prepared for dynamic environments
- Efficient capture of key moments and stakeholder interviews
- Fast turnaround editing for timely distribution

The Beach city's satisfaction is reinforced through:

- Clear communication and responsiveness
- On-time delivery and budget discipline
- Flexibility to adapt to evolving project needs
- Professional, respectful collaboration with City staff and the public

3. Roles and Support Requirements

DVC Responsibilities

- Creative development and production planning
- Director along with the Crew staffing and equipment provision
- On-site production management
- Editing and post-production for presentation and social media
- Final delivery and archiving

The City of Huntington Beach

- Providing project objectives, messaging priorities, and approvals
- Facilitating access to locations, personnel, and events
- Coordinating schedules with relevant departments and dignitaries
- Reviewing and approving drafts within agreed timelines

This collaborative structure ensures efficient workflows, minimizes delays, and supports the City's operational needs while allowing DVC to deliver high-quality, professional results.

Through this methodology, DVC combines experienced personnel, disciplined project management, and creative excellence to successfully execute both feature content generation and event coverage at a consistently high standard.

EXHIBIT "B"

Payment Schedule (Hourly Payment)

A. Hourly Rate

CONSULTANT'S fees for such services shall be based upon the following hourly rate and cost schedule:

Producer/Director	105.00/per hour
Project Management & Coordination	75.00/per hour
Director of Photography w/Lighting, Camera and Audio Gear	250.00/per hour
Camera Operator/Gimbal	100.00/per hour
Certified Drone Op w/Gear	75.00/per hour
Audio Engineer	100.00/per hour
Gaffer/Production Assistance	75.00/per hour
Post Production Phase/Editorial	155.00/per hour
Colorist	75.00/per hour
Post Production Audio Design & Mixer	100.00 /per hour
Motion Graphics and Animation	140.00/per hour

B. Travel. Charges for time during travel are not reimbursable

C. Billing

1. All billing shall be done monthly in fifteen (15) minute increments and matched to an appropriate breakdown of the time that was taken to perform that work and who performed it.
2. Each month's bill should include a total to date. That total should provide, at a glance, the total fees and costs incurred to date for the project.
3. A copy of memoranda, letters, reports, calculations and other documentation prepared by CONSULTANT may be required to be submitted to CITY to demonstrate progress toward completion of tasks. In the event CITY rejects or has comments on any such product, CITY shall identify specific requirements for satisfactory completion.
4. CONSULTANT shall submit to CITY an invoice for each monthly payment due. Such invoice shall:
 - A) Reference this Agreement;
 - B) Describe the services performed;
 - C) Show the total amount of the payment due;
 - D) Include a certification by a principal member of CONSULTANT's firm that the work has been performed in accordance with the provisions of this Agreement; and
 - E) For all payments include an estimate of the percentage of work completed.

Upon submission of any such invoice, if CITY is satisfied that CONSULTANT is making satisfactory progress toward completion of tasks in accordance with this Agreement, CITY shall approve the invoice, in which event payment shall be made within thirty (30) days of receipt of the invoice by CITY. Such approval shall not be unreasonably withheld. If CITY does not approve an invoice, CITY shall notify CONSULTANT in writing of the reasons for non-approval and the schedule of performance set forth in **Exhibit "A"** may at the option of CITY be suspended until the parties agree that past performance by CONSULTANT is in, or has been brought into compliance, or until this Agreement has expired or is terminated as provided herein.

5. Any billings for extra work or additional services authorized in advance and in writing by CITY shall be invoiced separately to CITY. Such invoice shall contain all of the information required above, and in addition shall list the hours expended and hourly rate charged for such time. Such invoices shall be approved by CITY if the work performed is in accordance with the extra work or additional services requested, and if CITY is satisfied that the statement of hours worked and costs incurred is accurate. Such approval shall not be unreasonably withheld. Any dispute between the parties concerning payment of such an invoice shall be treated as separate and apart from the ongoing performance of the remainder of this Agreement.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/04/2026

VC.k

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).

PRODUCER BIBERK P.O. Box 113247 Stamford, CT 06911	CONTACT NAME: PHONE (A/C, No, Ext): 844-472-0967 FAX (A/C, No): 203-654-3613 E-MAIL ADDRESS: customerservice@bIBERK.com	
	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Berkshire Hathaway Direct Insurance Company 10391 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED Dynamic Video Communications, LLC 30211 Avenida de las Bandera Ste 200 Rancho Santa Margarita, CA 92688		

COVERAGES CERTIFICATE NUMBER: 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 SUBR INSD WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/POP AGG \$ \$
	AUTOMOBILE LIABILITY <input 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"/> AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y/N N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability (Errors & Omissions); Claims-Made		N8PL481195	07/01/2026	07/01/2027	Per Occurrence/ Aggregate \$1,000,000/ \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

APPROVED AS TO FORM
By: *[Signature]*
MICHAEL J. VIGLIOTTA
CITY ATTORNEY
CITY OF HUNTINGTON BEACH

CERTIFICATE HOLDER CANCELLATION CITY OF HUNTINGTON BEACH

The City of Huntington Beach 2000 Main Street Huntington Beach, CA 92648	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>[Signature]</i>
--	--