



COUNTY OF ALLEGHENY

OFFICE OF THE COUNTY COUNCIL

119 COURTHOUSE • 436 GRANT STREET

PITTSBURGH, PA 15219

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COUNCIL@COUNTY.ALLEGHENY.PA.US

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AGREEMENT

This Agreement made and entered into and effective this 1st day of January, 2024 by and between the County of Allegheny, a home rule county and political subdivision of the Commonwealth of Pennsylvania (hereinafter “County”) on behalf of the Allegheny County Council, having an office at 119 Courthouse, 436 Grant Street, Pittsburgh, PA 15219 (hereinafter “Council”),

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Dreamscape Video Productions, with offices located at 2416 Marbury Road, Pittsburgh, PA 15221, hereinafter referred to as the “Videographer.”

Recitals

WHEREAS, Council is the duly elected Legislative Branch of Allegheny County Government; and

WHEREAS, Council has the right to contract on a case-by-case basis for professional services within the limitations specified by the Home Rule Charter of Allegheny County (“Charter”); and

WHEREAS, Council requires videography and video streaming services in order to render its exercise of powers and duties under the terms of the Charter and Administrative Code more transparent to the residents of Allegheny County; and

WHEREAS, the County, through Council, wishes to engage a provider who is experienced with providing the necessary services in the fashion required by Council, the County’s Department of Information Technology, and third parties providing services relating to video streaming and archiving; and

WHEREAS, Council is aware of the qualifications and experience of the Videographer to render and provide these services as required Council, it is Council's desire to retain the Videographer's services; and

WHEREAS, Videographer is willing to render professional services to Council under the terms and conditions set forth below; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and agreeing to be bound thereby, the parties hereto agree as follows:

1. Engagement

The County, through Council, hereby engages Videographer to provide services as described in Paragraph 2 below. Videographer accepts this engagement and agrees to devote its professional skills to the best of their abilities toward the successful completion of the engagement.

2. Services of Videographer

Videographer agrees to provide video streaming and archiving services as required by Council, including, but not be limited to, the following:

- a. Videographer will provide streaming of all regular meetings of Allegheny County Council, as well as Single Camera Coverage (HD) of meetings to be streamed through Granicus/Legistar.
- b. For all regular meetings of Council, Videographer will stream the live meetings as well as record the event on camera. Following post-production addition of opening and closing titles, recorded meetings will be uploaded to local cable providers and provided in an appropriate format and on an as-needed basis to Council and the Department of Information Technology for archiving purposes.
- c. For all public and other hearings and committee meetings, Videographer will stream the live meeting only, upon request by Council and with at least forty-eight (48) hours' notice of the meeting to be streamed.
- d. Council will provide and maintain all streaming hardware and software. Videographer will provide camera, tripod, and necessary accessories.

3. Compensation

- a. For the services described in Paragraph 2, Council agrees to pay Videographer as described in Subparagraphs 3.a.(i) to 3.a.(iv).

- (i) Regular Meetings Streaming/Recording – Up to the first two hours: \$ 1,050; streaming Granicus and YouTube simultaneously;
 - (ii) Hearings/Committee Meetings – Up to the first two hours: \$600;
 - (iii) Additional time (per hour) - \$150;
 - (iv) Technical Assistance (per hour): \$150
- b. Hourly rates established in Subsections 3.a.(i) and 3.a.(iv) shall be billed in half hour increments;
 - c. Compensation paid pursuant to the terms of this Paragraph shall not be subject to any minimum amount imposed by Videographer, apart from those established in Subsections 3.a.(i) and 3.a.(iv).
 - d. Videographer will invoice Council following each meeting with payment due on receipt (within 14 days).
 - e. Videographer agrees, as a condition precedent to the payment of any monies under the agreement, to submit with the request for payment such documentation or information requested by Council so as to permit Council to determine the work performed and the completeness of the work performed.

4. Term and Termination

This Agreement shall be effective on date of execution, and shall terminate on the 31st day of January, 2026. Videographer shall give Council at least 30 days prior written notice of termination in the event of termination by Videographer before the end of the term. Council may terminate this Agreement at any time via duly enacted motion and with 30 days notice of termination to Videographer. In the event of any termination pursuant to the terms of this Section, Videographer shall be entitled to payment only in accordance with the provisions of Paragraph 3 through the date of termination.

5. Assignment and Delegation/Non-Waiver

- a. The services to be provided pursuant to this Agreement shall be performed by Dreamscape Video Productions.
- b. No assignment or delegation shall be made except up[on the express written consent of Council. Any assignment or delegation so permitted shall be subject to all the terms, conditions and other provisions of this Agreement, and the Videographer shall remain liable to Council with respect to each and every term,

condition and other provision hereof to the same extent that the Videographer would have been obligated if no assignment or delegation had been made.

- c. A failure by Council to take any action with respect to any default or violation by the Videographer of any terms, conditions or covenants of this Agreement shall not in any way limit, prejudice, diminish or constitute a waiver of any right of Council to act with respect to any prior, contemporaneous or subsequent violation or with respect to any continuation or repetition of the original violation or default.

6. No Personal Liability

No elected official, director, officer, agent or employee of Council shall be charged personally or held contractually liable by or to Videographer under any term or provision of this Agreement or because of any breach thereof or because of its or their execution, approval or attempted execution of this Agreement.

7. Data and Materials

All proprietary data and materials collected, developed, prepared, compiled or acquired by the Videographer during the performance of its services under this Agreement shall be the property of Council. All data and materials shall be yielded and delivered by the Videographer to Council promptly upon demand, and in any event, upon cessation of this Agreement, whether such cessation be by termination, expiration or otherwise.

8. No Co-Partnership or Agency

It is understood and agreed that nothing herein contained is intended or shall be construed to in any respect create or establish the relationship of copartners between Council and Videographer, or as constituting Videographer or its agents, servants or employees as agent, servants or employees of Council for any purpose whatsoever. Videographer shall perform at all times under this Agreement as an independent contractor.

9. Notices

All notices, reports and documents required or furnished pursuant to this Agreement shall be in writing and mailed by first-class mail, postage prepaid, or sent by facsimile machine, confirmed by letter addressed to each party as follows:

- a. As to Council:

Budget Manager

Office of County Council
Room 119 Courthouse
Pittsburgh, PA 15219

With a copy to:
Frederick N. Frank, Solicitor
Allegheny County Council
Gulf Tower, 33rd Floor
707 Grant Street
Pittsburgh, PA 15219

Or to such other place as Council may from time to time designate in writing.

b. As to the Videographer:

P.J. Roup
Dreamscape Video Productions
2416 Marbury Road
Pittsburgh, PA 15221

Or to such other place as the Videographer may from time to time designate in writing.

10. Severability

The parties intend or agree that if any paragraph, sub-paragraph, phrase, clause or other provision of this Agreement or any portion thereof shall be made to be void or otherwise unenforceable, all other portions of this Agreement shall remain in full force and effect. In such event, the parties shall attempt to amend the Agreement to accomplish the original intent of this Agreement.

11. Headings

The headings of the several paragraphs of this Agreement are inserted only as a matter of convenience and for reference, and they in no way define, limit or describe the scope or intent of any provision of this Agreement, nor shall they be construed to effect in any manner the terms and provisions hereof or the interpretation or construction thereof.

12. Modification

This Agreement constitutes the entire agreement of the parties on the subject matter hereof and may not be changed, modified, discharged, or extended except by written amendment duly

executed by the parties. Videographer agrees that no representations or warranties shall be binding upon Council unless expressed in writing herein or in a duly executed amendment hereof.

13. Governing Law

The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties to this Agreement, shall be governed by the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, this Agreement is executed by the parties hereto on the day and year first written above.

Witness:

DREAMSCAPE VIDEO PRODUCTIONS

Kenneth Varhola
Chief of Staff, County Council

P.J. Roup, Owner

Witness:

COUNTY OF ALLEGHENY

Jared E. Barker
Chief Clerk, County Council

Patrick Catena
President, County Council

Witness:

COUNTY OF ALLEGHENY

Jennifer Liptak
Allegheny County Manager

APPROVED AS TO FORM:

Solicitor, Allegheny County Council

Allegheny County Law Department

Agreement between the County, on behalf of County Council, and Dreamscape Video Productions, to provide videography and video streaming services to County Council. Cost not to exceed \$50,000. Authorized by Executive Action No. _____-24, dated _____, 2024.