

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF RIVERSIDE AND THE CITY OF CORONA
(TELEVISION PROGRAMING SERVICES)**

This Memorandum of Understanding (“MOU”) is made and entered into on June 1, 2016 (“Effective Date”) by and between the CITY OF RIVERSIDE (“Riverside”), a California charter city and municipal corporation and the CITY OF CORONA, a California municipal corporation (“Corona”). Riverside and Corona are sometimes referred to individually as “Party” and collectively as “Parties” in this MOU.

RECITALS

WHEREAS, the Riverside is the owner and operator of Riverside Government Television (“GTV”) and has a staff that broadcasts the following televised events and programs: Riverside City Council Meetings, City of Riverside Planning Commission, City Watch Riverside, Riverside Today, Face to Face, My Kind of Town, Local Sports and many other City of Riverside programs; and

WHEREAS, Riverside has the necessary audio/visual equipment to record and edit television events and programs; and

WHEREAS, Corona does not have staff or audio/visual equipment to televise events and programs in Corona; and

WHEREAS, on or about November 2013, Riverside and Corona’s executive leadership agreed that Riverside would provide assistance to Corona with their television programming needs and Riverside would charge an hourly rate for any such services as set forth in Exhibit “A,” attached hereto and incorporated herein;

WHEREAS, the parties desire to set forth the parameters of this ongoing relationship in this Memorandum of Understanding.

NOW THEREFORE, the Parties agree to the following terms:

1. GTV Staffing. The Riverside agrees to provide, as available, GTV staff to film events and programs for Corona. Corona agrees, understands and acknowledges that it will need to coordinate with the Riverside’s Marketing Manager or designee regarding availability of GTV staff. The hourly rate(s) for GTV staff are set forth in the attached Exhibit “A” attached hereto.
2. Audio/Visual equipment. The Riverside GTV staff, as part of its services, will use audio/visual equipment (“A/V Equipment”) that is owned by Riverside. In the event the A/V Equipment is damaged, lost or stolen during any taping of events or programs for

Corona, as a result of Corona's negligence or willful misconduct, Corona agrees to repair or replace that A/V Equipment.

3. Timely Payment; Compensation. Corona agrees to pay all invoices issued for work performed by the GTV staff under this MOU within thirty (30) days of receipt of an invoice. Total compensation under this MOU shall not exceed Ten Thousand Dollars (\$10,000), in any fiscal year (July through June) without prior written consent of the Corona City Manager.
4. Ability to Terminate MOU. Any Party to this MOU may terminate at any time, upon thirty (30) days written notice the other Party.
5. Independent Contractor. Nothing contained in this MOU shall be construed to make any Party hereto or any of its employees, the employee of any other Party.
6. Insurance. Each Party shall provide proof of commercial general liability and automobile insurance to the other Party in amounts and with policies, endorsements and conditions required by the other Party for the services. Both Parties shall also provide proof of workers' compensation coverage for their employees which meets all requirements of state law. To the extent allowed by law and upon approval by the other Party, either party may self-insure for all insurance requirements provided herein.
7. Mutual Indemnity. Each Party to this MOU shall defend, indemnify and hold harmless all other Parties to this MOU from and against any and all liability, loss, expense, attorney's fees, or claims for injury arising out of the performance of this MOU, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused as a result from the negligent or intentional acts or omissions of the Party, its officers, agents, or employees.
8. Term. This Agreement expires five (5) years after the Effective Date.
9. Nondiscrimination. During the Parties performance of under this MOU, the Parties shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex, genetic information, gender, gender identity, gender expression, or sexual orientation, except as provided in Section 12940 of the California Government Code. Further, Parties agree to conform to the requirements of the Americans with Disabilities Act in the performance of this MOU.

IN WITNESS WHEREOF, the parties have executed this MOU on the Effective Date.

SIGNATURES ON FOLLOWING PAGE

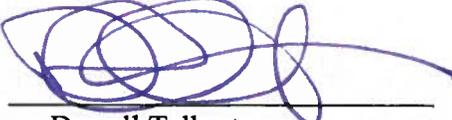
SIGNATURE PAGE

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BETWEEN
THE CITY OF RIVERSIDE AND THE CITY OF CORONA**

CITY OF RIVERSIDE, a California
charter city and municipal corporation

CITY OF CORONA, a California
municipal corporation

By: _____
City Manager

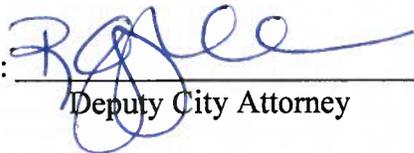
By: 
Darrell Talbert
City Manager

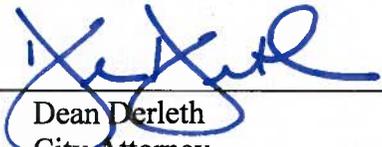
Attest: _____
City Clerk

Attest: 
Lisa Mobley
City Clerk

Approved as to Form:

Approved as to Form:

By: 
Deputy City Attorney

By: 
Dean Derleth
City Attorney

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CA: 15-1777

EXHIBIT "A"

A single per hour rate per staff member of \$93.58.