

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES is made and entered into this 19th day of February 2024, by and between the CITY OF LANCASTER, a municipal corporation and charter city, ("City"), and RYAN MICHEL, a Video Consulting Firm ("Consultant") (collectively, sometimes referred to hereinafter as the "Parties").

RECITALS

WHEREAS, the City desires to engage Consultant to perform certain technical and professional services, as provided herein, identified as:

L28 Project Management Support (THE "SERVICES")

WHEREAS, the principal members of Consultant are qualified and duly registered/licensed under the laws of the State of California, and Consultant desires to accept such engagement;

NOW, THEREFORE, the parties agree as follows:

1. **Parties to the Agreement.**

The parties to this Agreement are:

- A. CITY: City of Lancaster
- B. CONSULTANT: Ryan Michel

- 2. **Notices.** All written notices required by or related to this Agreement shall be sent by Certified Mail, Return Receipt Requested, postage prepaid and addressed as listed below. Neither party to this Agreement shall refuse to accept such mail; parties to this Agreement shall promptly inform the other party of any changes of address. All notices required by this Agreement are effective on the day of receipt, unless otherwise indicated herein.

CITY City of Lancaster
Attn: Jason Caudle, City Manager
44933 North Fern Avenue
Lancaster, California 93534

CONSULTANT Ryan Michel
43741 12th Street West
Lancaster, California 93534

- 3. **Successors and Assigns.** The terms hereof shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto; provided, however, that no party hereto shall assign any of the benefits and burdens hereunder, whether voluntarily or by operation of law, without prior written consent of the other party, and any such assignments without said consent shall be void.

4. **Description of Work.** The City hereby engages Consultant, and Consultant accepts such engagement, to perform the technical and professional services set forth in the “Scope of Services and Rates Schedule,” attached hereto as Exhibit “A” and incorporated herein by reference. Consultant shall perform and complete, in a manner satisfactory to the City, all work and services set forth in Exhibit “A.” The City Manager or his designee shall have the right to review and inspect the work during the course of its performance at such times as may be specified by the City Manager, or his designee.
5. **Obligations of the City.**
 - A. The City shall pay Consultant an amount not to exceed \$135,000 for all work necessary to complete the Services, as described in the Scope of Services and Rates Schedule. Payments shall be due within thirty (30) days following submittal of an invoice detailing the services performed, at the quarterly rates set forth in Exhibit A.
 - B. No payment made hereunder by the City to Consultant, other than the final payment, shall be construed as an acceptance by the City of any work or materials, nor as evidence of satisfactory performance by Consultant of its obligations under this Agreement.
6. **Obligations of the Consultant.**
 - A. Consultant shall perform as required by this Agreement and in accordance with the Scope of Services and Rates Schedule set forth in Exhibit A.
 - B. Consultant shall be responsible for payment of all employees’ wages and benefits, and shall comply with all requirements pertaining to employer’s liability, workers’ compensation, unemployment insurance, and Social Security.
 - C. Consultant shall not subcontract any of the work required to perform the Services without the express prior written approval of the City.
7. **Hold Harmless and Indemnification.** Consultant agrees to indemnify and hold harmless the City, its elected officials, officers and employees, from and against any and all third party claims, losses, obligations, or liabilities whatsoever, including reasonable attorney’s fees, incurred to the extent arising out of or related to Consultant’s negligent or willful wrongful acts, errors or omissions, or those of its employees or agents. Consultant agrees to defend the City, its officers and employees, using counsel of the City’s choosing, from and against any and all claims covered by the indemnity in the preceding sentence.
8. **Amendments.** Any amendment, modification, or variation from the terms of this Agreement shall be in writing and shall be effective only upon mutual written approval by the City and Consultant.
9. **Non-Discrimination and Equal Employment Opportunity.**
 - A. In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, religion, ancestry, sex, national

origin, physical or mental disability or age. Consultant will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, sex, national origin, physical or mental disability or age. Affirmative action relating to employment shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.

- B. The provisions of subsection A above shall be included in all solicitations or advertisements placed by or on behalf of Consultant for personnel to perform any services under this Agreement. The City shall have access to all documents, data and records of Consultant and its subcontractors for purposes of determining compliance with the equal employment opportunity and non-discrimination provisions of this Section.

- 10. **Term; Effective Date.** This Agreement shall become effective and shall remain in full force and effect for twelve (12) months upon execution by both parties, unless the Agreement is sooner terminated in accordance with this Agreement; provided, however, that the City and the Consultant may mutually agree in writing to extend the Term of this Agreement.

11. **Termination.**

- A. For Convenience. The City may terminate this Agreement at any time without cause by giving thirty (30) days written notice to the other party of such termination and specifying the effective date thereof. In the event of termination of this Agreement, Consultant will be paid for work completed through the date of termination within thirty (30) days following submittal of a final invoice.
- B. For Cause. If Consultant fails to perform the services called for by this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, Consultant shall correct such failure within ten (10) days (or such longer period that the City may authorize in writing) after receipt of notice from the City specifying such failure. Should the failure not be corrected within this time period, the City may immediately terminate the Agreement by written notice to Consultant.
- C. In the event of termination, whether for convenience or cause, reports, plans, studies and other documents (collectively, "documents") related to the Services shall become the City's property. Consultant shall provide all documents to the City that have not yet been within ten (10) calendar days after termination of the Agreement.

- 12. **Independent Contractor.** Consultant is an independent contractor and shall have no power or authority to incur any debt, obligation or liability on behalf of the City. It is expressly understood between the Parties to this Agreement that no employee/employer relationship is intended.

13. **Insurance.**

- A. The Consultant, at its expense, shall maintain in effect at all times during the term of this Agreement the following coverage and limits of insurance, which shall be maintained with insurers listed "A-, VIII" or better in the Best's Key Rating Guide:

Commercial General Liability

Each Occurrence	\$1,000,000
Per Project General Aggregate	\$2,000,000
Including Products/Completed Operations; Contractual Liability/Independent Contractors; Property Damage	
<i>(Coverage shall be at least as broad as ISO form CG2010 11/85 or CG2010 07/04 and CG2037 07/04 combined, or an equivalent providing ongoing and completed operations)</i>	

Commercial Automobile Liability

Combined Single Limit per Accident for Bodily Injury and Property Damage	\$1,000,000
<i>(Coverage shall be at least as broad as ISO form CA00 01)</i>	

Workers Compensation

As Required by the State of California	Statutory Limits
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Employers' Liability

Each Accident	\$1,000,000
Bodily Injury by Disease	\$1,000,000
Each Employee	\$1,000,000
<i>(A Waiver of Subrogation must be provided on behalf of the Certificate Holder for the Workers Compensation & Employers' Liability policies)</i>	

Professional Liability

Each Occurrence	\$1,000,000
General Aggregate	\$1,000,000

- B. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insured's liability.
- C. Professional liability and/or cyber insurance written on a "claims made" basis must be renewed for a period of three (3) years after this contract expires or is terminated. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this contract and will cover Consultant for all claims made by the City insured entities arising out of any acts or omissions of Consultant or its officers, employees, or agents during the time this Agreement was in effect.
- D. Any deductibles or self-insurance retentions must be declared and approved by the City. At the City's option, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City insured entities or the insurer shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- E. All insurance shall be primary and non-contributory as respects the City insured entities. Any insurance or self-insurance maintained by the City insured entities shall be in excess of the Consultant's insurance and shall not contribute with it.

F. Consultant shall name the City, its elected officials, officers, employees and volunteers as additional insured, and shall furnish the City with Certificates of Insurance and with original endorsements effecting coverage required by this Agreement. Certificates of Insurance shall meet the following requirements:

(1) Show that the insurance policy has been endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after 30 days' prior written notice (10 days' written notice for non-payment) to the City of Lancaster.

(2) List in the "Descriptions of Operations/Locations/Vehicles" section:
"L28 PROJECT MANAGEMENT SUPPORT" The City of Lancaster, its elected officials, officers, employees and volunteers are included as additional covered parties, but only insofar as the operations under this contract are concerned."

(3) List in the "Certificate Holder" section:

The City of Lancaster, 44933 Fern Avenue, Lancaster, California 93534.

14. **Ownership of Documents.** All plans, specifications, reports, studies, maps and other documents prepared or obtained by Consultant in the course of performing the work and are required by this Agreement to be delivered to the City shall be the property of the City. Basic sketches, charts, computations and similar data prepared or obtained by Consultant under this Agreement shall, upon request, be made available to City without restriction or limitation on their use.

15. **Data Provided to Consultant.** City shall provide to Consultant, without charge, all data, including reports, records, maps and other information, now in the City's possession which may facilitate the timely performance of the work described in Exhibit A.

16. **Consultant's Warranties and Representations.**
Consultant warrants and represents to City as follows:

A. Consultant has not employed or retained any person or entity, other than a bona fide employee working exclusively for Consultant, to solicit or obtain this Agreement.

B. Consultant has not paid or agreed to pay any person or entity, other than a bona fide employee working exclusively for Consultant, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the execution of this Agreement. Upon any breach or violation of this warranty, City shall have the right, in its sole discretion, to terminate this Agreement without further liability, or, in the alternative, to deduct from any sums payable hereunder the full amount or value of any such fee, commission, percentage or gift.

C. Consultant has no knowledge that any officer or employee of the City has any interest, whether contractual, noncontractual, financial, proprietary, or otherwise, in this transaction or in the business of the Consultant, and that if any such interest comes to the knowledge of Consultant at any time, a complete written disclosure of such interest will be made to City, even if such interest would not be deemed a prohibited "conflict of interest" under applicable laws.

- D. Upon the execution of this Agreement, Consultant has no interest, direct or indirect, in any transaction or business entity which would conflict with or in any manner hinder the performance of services and work required by this Agreement, nor shall any such interest be acquired during the term of this Agreement.

17. Resolution of Disputes.

- A. Disputes regarding the interpretation or application of any provisions of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the parties.
- B. If the parties cannot resolve the dispute through good faith negotiations, either party may give Notice of Dispute to the other party. The Notice of Dispute shall state the nature of the dispute and the corrective action necessary to remedy the dispute.

After Notice of Dispute, the parties shall first attempt to resolve any disputes by mediation. The parties shall agree on a single mediator. Mediation shall be conducted in Lancaster, California. Each party shall pay its own attorneys' fees and the costs of mediation shall be split equally between the parties.

If the dispute has not been resolved by mediation within 45 days after Notice of Dispute, or the parties are unable to agree to a mediator, within 15 days after Notice of Dispute, then, the dispute may, upon agreement of the parties be resolved by binding arbitration.

- C. If any action at law or in equity is brought to enforce or interpret any provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, cost and necessary disbursements, in addition to such other relief as may be sought and awarded.

18. Exhibits.

The following exhibits to which reference is made in this Agreement are deemed incorporated herein in their entirety:

Exhibit "A" Scope of Services and Rates Schedule

19. Governing Law.

This Agreement shall be governed by the laws of the State of California.

- 20. Effective Date.** This Agreement shall become effective as of the date set forth below on which the last of the parties, whether City or Consultant, executes said Agreement.

[Signatures begin on next page.]

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

CITY OF LANCASTER
LANCASTER, CALIFORNIA

By: _____
Jason Caudle, City Manager

Dated: _____

RYAN MICHEL
LANCASTER, CALIFORNIA

By: _____
Ryan Michel, Consultant

Dated: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Proposal: Project Manager - L28 Team

Executive Summary

Background

The L28 Team has made progress in leaps and bounds over the last six months and has built up a lot of momentum in terms of establishing a conventional format for each episode that L28 produces, as well as a production schedule that has allowed for dozens of stories to be produced and filmed. Though I am proud that L28 is now broadcasting episodes that promote the highlights of our City for all to see, there are improvements to be made by leveraging our available talents and assigning roles for team members based on their strengths and weaknesses, as well as maintaining a high level of consistency in the quality of written stories and performance on-screen.

On occasion, the levels of entertainment and professionalism vary across the stories produced by L28. Since we are so early in the process of rebranding via social media and discovering "our voice" as a local public broadcast station, it is imperative that the stories broadcasted by the L28 Team be relevant, entertaining, enriching, and local. Just as important, is the need for the content to be well-researched, informative, and compelling. The episodes shared via channel 28 and on the City of Lancaster's YouTube Channel present an exciting opportunity to promote the City to both existing and potential business partners, current employees, and residents and visitors of the community. We need to maximize the utility of this platform to promote the City of Lancaster both internally and externally, and to highlight the best that the City has to offer. Under the supervision and direction of the Project Manager, L28 will produce positive stories that both encourage and uplift the community, while successfully executing the vision of the City Manager's Office and the Communications Department.

The Communications Dept. regularly have their hands full and are preoccupied with other pertinent tasks at City Hall. The distance and lack of proximity to the L28 team during stages of pre-production, production, and post-production of the L28 episodes, makes it difficult for City Management to convey their revisions, suggested edits and apply direction to the team. This often results in the misinterpretation or misunderstanding of City Management's notes and directions by the L28 team, which results in bottlenecks and delays to the production calendar for L28 episodes.

Furthermore, it is necessary for the L28 team to be assigned roles based on their individual strengths, natural talents, and other criteria. Being able to identify and communicate these roles in person will improve the shortcomings of our team and help to eliminate inconsistencies in quality of reporting, writing, and on-camera presence. Identifying the team's strengths improves the overall production value of the content produced.

Overview

I am proposing the creation of a Project Manager position to be directly responsible for overseeing the team to produce the best content possible. This position will allow for around-the-clock

oversight of the content being produced by the L28 team, and to ensure that the standards of story writing, videography, and on-camera presence meet the expectations of City Leadership, the City Manager's Office, and Communications Department. The Project Manager will act as an on-site producer and manager on shoot dates of L28 episodes, in-studio and "out in the field" interviews and

event coverage. The established presence and proximity will allow the project manager to identify and address errors, complications, and miscommunication as it is presented. The Project Manager will improve the flow of communication from the City Manager's Office and the Communication Dept. to the L28 Team, eliminating bottlenecks and delays due to misinterpretation or misunderstandings of directions, delayed responses, or limited oversight, while lightening the workload of leadership at City Hall.

I have been with the City of Lancaster as a Project Assistant since September 2021, during which time I applied my skill sets towards the production of video & photo assets for the City of Lancaster's marketing and community outreach purposes, and most recently for our L28 News Channel. I've coordinated with management in the Communications Dept. to provide coverage of the City's many events across its social media channels, as well as L28. Aside from my work with the City, I have over 7 years work experience in all aspects of video production including but not limited to; scriptwriting, camera-operating, and post production editing. In my time with the City of Lancaster, I've had the great opportunity to connect and build a strong rapport with my colleagues and managers. My work experience, along with the relationships I've built with Community leaders, make me the best fit candidate to build on the progress we have made thus far, and leverage the resources available to us to deliver better content for our City and community. I've learned and grown so much since my start with the City, and I am prepared to expand my role as the Project Manager of the L28 team to better amplify the signal of our City's brand, image, and culture, and act as an administrator of the City's goals and expectations.

Scope and Strategy

Objectives

As Project Manager, I plan to communicate the best that the City has to offer through the content that we create. It is my goal to increase the performance and productivity of the City of Lancaster's L28 project by coordinating call-times, managing production schedules, and coordinating coverage of events while meeting weekly deadlines accordingly. It is my mission to inform the public in an engaging and uplifting manner, while promoting Lancaster's values to the community at large, including our business partners, residents, and employees. To capitalize on the momentum and progress L28 has made, and further refine the production of media for the City of Lancaster, I have identified the following three immediate objectives for this project:

1. To maximize productivity and eliminate preventable bottlenecks in production by:

- Promptly issuing notes, revisions and feedback on stories, scripts, and footage
- Utilizing experience as a producer to stay on top of production schedules, the City's calendar, and assist in coordinating the team
- Being present in team meetings, in-studio shoots, and both in-studio and field interviews
- Discussing overall vision and expected outcome of each interview, story, episode etc.
- Utilizing strong communication skills to delegate roles, proofread scripts and interview questions

2. Assigning roles based on an individuals' strengths, skills, and abilities-- to improve professionalism and performance by:

- Working closely with Comm. Dept. and CMO to identify areas of improvement
- Implementing workshops focused on “hard skills” and “soft skills” and team building exercises to build cohesion and improve production process
- Evaluating the team on an individual level using tools like personality tests (Myers Briggs, 16Personalities, etc.)
- Reinforcing effectiveness of workshops through literary analysis of related readings, visual aids, and presentations
- Leveraging team’s abilities and skillsets and assign roles and responsibilities accordingly

3. Delivering positive, well-researched, and relevant episodes every week by:

- Effectively assigning stories to writers, scheduling events for reporters, and call-times for the production team
- Acting as editor for stories, providing feedback and fact checking claims in a timely manner
- Strictly abiding to production schedule, while actively searching for adjustments and improvements to be made
- Providing notes, revisions, and suggested edits on first cut of video within 24 hours
- Being an integral part of the team, i.e. continuing to contribute high quality content in the form of photos, videos, interviews, and reporting when needed.

Alignment with Strategic Goals

To actively improve the caliber of L28’s story writing and reporting, as well as the team’s on-screen presence, I plan to implement regular skills training workshops. These workshops will be supplemented by visual aids and presentations along with excerpts from assigned reading to reinforce understanding of concepts, techniques, and principles. The workshops will be centered around both *hard skills* and *soft skills*. Examples of these skills workshops and concepts that will be highlighted include:

Hard skills:

- Videography: Mise en scène, adjusting settings and navigating menus to get the most aesthetic possible
- Photography: Framing, rule of thirds, exposure settings, and depth of field
- Writing: fundamentals of story writing, addressing the 5 w’s for relevance and proximity. How to communicate concisely without “filler”
- Research: The importance of research, citing evidence and understanding the three-part structure of argument. (claim, evidence, and warrant)
- Teleprompter ability

Soft skills:

- Nonverbal communication: The importance of posture, body language, rate, pitch volume, and tone of voice.
- Confidence: How to build and maintain a positive attitude and self-image
- Professionalism: The importance of being a team player, communication, operating under deadlines, and conflict resolution

Project Activities and Timeline

	MONDAY(PUB)	TUESDAY	WEDNESDAY	THURSDAY(PUB)	FRIDAY	SATURDAY	SUNDAY
WK 1	• Topics due for WK 3 at 10am • Shoot date	Stories for WK 2 are due at 5pm	• Stories for WK 2 approved • Build out WK 2 scripts by 4PM • Topics approved for WK 3 • Begin writing stories for WK 3			WK 1 Edits Due	
WK 2	• Topics due for WK 4 at 10am • Shoot date • Scripts for WK 2 approved by 9am	Stories for WK 3 are due at 5pm	• Stories for WK 3 approved • Build out WK 3 scripts by 4PM • Topics approved for WK 4 • Begin writing stories for WK 4			WK 2 Edits Due	
WK 3	• Topics due for WK 5 at 10am • Shoot date • Scripts for WK 3 approved by 9am	Stories for WK 4 are due at 5pm	• Stories for WK 4 approved • Build out WK 4 scripts by 4PM • Topics approved for WK 5 • Begin writing stories for WK 5			WK 3 Edits Due	
WK 4	• Topics due for next month WK 1 at 10am • Shoot date • Scripts for WK 4 approved by 9am	Stories for WK 5 are due at 5pm	• Stories for WK 5 approved • Build out WK 5 scripts by 4PM • Topics approved for next month WK 1 • Begin writing stories for next month WK 1			WK 4 Edits Due	
WK 5	• Topics due for next month WK 2 at 10am • Shoot date • Scripts for WK 5 approved by 9am	Stories for next month WK 1 are due at 5pm	• Stories for next month WK 1 approved • Build out next month WK 1 scripts by 4PM • Topics approved for next month WK 2 • Begin writing stories for next month WK 2			WK 5 Edits Due	

Breakdown of Current Production Schedule

Week 1

- **On Monday**, the L28 team films the approved script from the **previous week**, in-studio.
- The L28 team are assigned story ideas for **Week 2**, allowing a one week period for story-building and revisions by reporters.
- **On Friday**, L28 team submit their stories in the script for **Week 2** and it is reviewed by Project Manager and City Leadership.
- Suggested revisions, edits or changes to stories are provided to the team by end of the day.
- **On Saturday**, the first cut of **week one's** episode is submitted by the video editor for review by Project Manager and City Leadership
- **On Sunday**, the L28 team submits final draft of script for **week 2's** episode by end of the day.
- Project Manager and City Leadership review first cut of the current week's episode, and provide notes, suggested edits, and revisions to the video editor within 24 hours.

Week 2

- **On Monday**, the L28 team films the approved script for **week 2**, in-studio.
- The L28 team are assigned story ideas for **Week 3**, allowing a one week period for story-building and revisions by reporters.
- **On Friday**, L28 team submit their stories in the script for **Week 3** and it is reviewed by Project Manager and City Leadership.
- Suggested revisions, edits or changes to stories are provided to the team by end of the day.
- **On Saturday**, the first cut of **Week 2's** episode is submitted by the video editor for review

- **On Sunday**, the L28 team submits final draft of script for **Week 3's** episode by end of the day.
- Project Manager and City Leadership review first cut of the **Week 2's** episode, and provide notes, suggested edits, and revisions to the video editor within 24 hours.

Note: This current schedule allows the L28 team to produce one, eight-story episode every week, with one week's time between the conception of the stories and the filming of the relative episode.

Roles and Responsibilities

As Project Manager, I will supervise the production of "*L28 News*," "*Tiff on the Town*," and "*L28 Sports*" for the City of Lancaster. I will act as an on-site production supervisor during filming of aforementioned shows, related events and both in-studio and "out in the field" interviews. In addition to production, I will coordinate call-times, coordinate event coverage and manage the L28 Team's production calendar while meeting weekly deadlines accordingly. I will ensure that the content produced by the L28 Team meets the expectations of the Communications department, the City Manager's Office, and conveys the values and culture of the City of Lancaster.

The following table lists the current L28 team members and their role(s) and responsibilities. Roles and responsibilities are subject to change to improve production standards, overall quality, and team productivity.

Team Member	Role	Responsibilities
Joseph Layao	Tech Lead, Reporter, Anchor, & Videographer	Writing stories, filming b-roll, conducting interviews, and general coverage of events
Jacobo Garrido	Reporter, Anchor, Videographer	Writing stories, filming b-roll, conducting interviews, and general coverage of events
Brianna Herrera	Reporter and Anchor	In-studio anchor, conducts interviews
Angel Stephenson	Reporter, Anchor, Videographer	Writing stories, filming b-roll, conducting interviews, and general coverage of events

Terms

This proposal is for a (12) month agreement as a contracted Project Manager for the City of Lancaster's L28 News. I am requesting funding for my annual salary in the amount of \$135,000. The requested funding was determined in consideration of the management role and responsibilities of this position, the projected maintenance, replacement, and depreciation costs of video production equipment and software that are necessary for the job, and to offset the cost of living, health insurance, and other benefits that are not being offered to me as a contractor.

Conclusion

I am excited for the opportunity to be a Project Manager for L28's several productions and work hard to ensure that the standards of reporting, videography, and the team's on-screen presence are elevated to meet the expectations of the City Manager's Office and Communications Department. I am confident in my experience and abilities to maximize productivity and eliminate preventable bottlenecks in production. I will work to maximize the potential of L28's impact and influence which can only be made possible through team work, commitment, and planning. I will work to ensure that the content produced and broadcasted by L28, and the City of Lancaster, is relevant, entertaining, and enriching. And equally as important, well-researched, informative, and compelling for the betterment of our community, business partners and beyond.

Ryan Michel

43741 12th St West
Lancaster, CA 93534
(661) 916-6362
rmichel@cityoflanasterca.gov

February 13 2024

I declare that I am operating as an individual under my own name and do not have any employees working for me. Therefore, I am exempt from the State of California Workers Compensation requirement.

Sincerely,

Ryan Michel

Ryan Michel

02/13/2024



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02-12-2024

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 Berkshire Hathaway Direct Insurance Company Omaha NE, 68102		CONTACT NAME: PHONE 800-507-4495 (A/C, No, Ext): FAX: 800-589-7316 (A/C, No): E-MAIL ADDRESS: service@threeinsurance.com INSURER(S) AFFORDING COVERAGE INSURER A : Berkshire Hathaway Direct Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	
INSURED RYAN MICHEL 43741 12th St W Lancaster, CA 93534-4701		NAIC # 10391	

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 INSD	SUB R WVD	POLICY NUMBER	POLICY EFF (MM/DD/Y YYY)	POLICY EXP (MM/DD/YYYY)	LIMITS					
A	X	COMMERCIAL GENERAL LIABILITY				X		CP140192789P2 023	01/19/2024	01/19/2025	EACH OCCURRENCE		\$ 2,000,000			
			CLAIMS-MADE		X						OCCUR	DAMAGE TO RENTED PREMISES (Ea occurrence)		\$ 2,000,000		
											MED EXP (Any one person)		\$			
											PERSONAL & ADV INJURY		\$ 2,000,000			
	GEN'L AGGREGATE LIMIT APPLIES PER:										GENERAL AGGREGATE		\$ 5,000,000			
	X	POLICY		PRO-JECT							LOC	PRODUCTS - COMP/OP AGG		\$ SEE GENERAL AGGREGATE		
		OTHER:											\$			
A	AUTOMOBILE LIABILITY					X		CP140192789 P2023	01/19/2024	01/19/2025	COMBINED SINGLE LIMIT (Ea accident)		\$ 1,000,000			
		ANY AUTO									BODILY INJURY (Per person)		\$			
		OWNED AUTOS ONLY		X	SCHEDULED AUTOS NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)		\$			
	X	HIRED AUTOS ONLY		X							PROPERTY DAMAGE (Per accident)		\$			
													\$			
		UMBRELLA LIAB									EACH OCCURRENCE		\$			
		EXCESS LIAB									CLAIMS-MADE		AGGREGATE		\$	
		DED		RETENTION \$									\$			
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					N / A						PER STATUT E		OTHER		
											E.L. EACH ACCIDENT		\$			
											E.L. DISEASE - EA EMPLOYEE		\$			
											E.L. DISEASE - POLICY LIMIT		\$			
A	OCCUR					X		CP140192789 P2023	01/19/2024	01/19/2025	PerOccur/Aggregate		\$2,000,000 / 5,000,000			
	ERRORS & OMISSIONS		<input type="checkbox"/>								PerOccur/Aggregate		\$2,000,000 / 5,000,000			
	CYBER		<input type="checkbox"/>			X										

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project Manager for City Of Lancaster's Video Services City of Lancaster, its elected officials, officers, employees and volunteers are included as additional covered parties, but only insofar as the operations under this contract are concerned. Completed and ongoing operations regarding general liability are included subject to the Each Occurrence and General Aggregate in the Commercial General Liability section for policy CP140192789P2023

CERTIFICATE HOLDER

CANCELLATION

City Of Lancaster 44933 Fern Avenue Lancaster, CA 93534	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
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ACORD 25 (2016/03)

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Policy Number: CP140192789P2023 **Policy Period:** 01/19/2024 to 01/19/2025 @12:01AM**This Policy Issued By:** Berkshire Hathaway Direct Insurance Company. A Nebraska Stock Insurance Company.**Named Insured (Your Business):**

RYAN MICHEL

43741 12th St W

Lancaster, CA, 93534-4701

Phone: 661-916-6362**Email:** MICHELMRYAN@GMAIL.COM**What's insured & for how much:**

The table below shows the insured buildings, and the Deductible and Limit for each Coverage. We will pay up to the Limit after a loss is more than the Deductible. If your business has more than one loss, it must pay a separate Deductible for each loss. We will pay up to the Limit for each loss, except for Business Liability, where there is a Maximum Limit. After we have paid the Maximum Limit, we will no longer pay any amounts for Business Liability under this policy.

COVERAGE FOR	LIMIT	DEDUCTIBLE
Earthquake Damage (See California Supplement)	\$0	
Business Liability	\$2,000,000 per occurrence, \$5,000,000 Maximum	\$1,000
Business Interruption (Net Income)	Up to 1 year, \$3,240	3 day waiting period
Auto Liability (For Listed Vehicles)	\$1,000,000	No deductible
Cyber Incident Response	\$500,000	No deductible
Workers' Compensation	As required by law	None
All Other Property	\$2,700	\$500
3FMTK3RM6NMA42672 2022 FORD	\$60,000	\$500

Estimated Premium: \$12,027 (Not Including Endorsements)

Cancellation: Your business may cancel for any reason by written request for a future cancellation date. We may only cancel as allowed by CA law. We will send a notice, at least 30 days before cancellation, to the address above. The notice will explain the cancellation and the effective date. After cancellation, the premium will be adjusted proportionately based on the time the policy was in effect.

Policy Forms & Endorsements:

3 Page Policy Form 3PG 00 00 – 01/21

California Supplement 3PG CA 01 — 01/21

California Workers Compensation Forms and Information:

WC3PCADEC, WC000000C, WC990000C, WC040301D,
WC3PGCACE, DWC7, WC040604A

Policy Number: CP140192789P2023 **Policy Period:** 01/19/2024 to 01/19/2025 @12:01AM**This Policy Issued By:** Berkshire Hathaway Direct Insurance Company. A Nebraska Stock Insurance Company.**Named Insured (Your Business):**RYAN MICHEL
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Lancaster, CA, 93534-4701**Phone:** 661-916-6362**Email:** MICHELMRYAN@GMAIL.COM**Additional Named Insured**

ADDITIONAL NAMED INSURED	ADDRESS 1 & 2	CITY, STATE, ZIP	PHONE
N/A	N/A	N/A	N/A

Additional Insureds

ADDITIONAL INSURED	ADDRESS 1 & 2	CITY, STATE, ZIP
City of Lancaster	44933 Fern Avenue	Lancaster, CA 93534

Additional Listed Buildings

BUILDING	LIMIT	DEDUCTIBLE
N/A	N/A	N/A

Additional Listed Vehicles

VEHICLE	LIMIT	DEDUCTIBLE
N/A	N/A	N/A

I. The coverage we provide your business under this policy:

This policy only covers your business for loss caused by occurrences during the policy period. An “occurrence” means an accident, including continuous or repeated exposure to substantially the same general harmful conditions that begin during the policy period. “Occurrence” also includes an error or omission by your business. Should any part of this policy, on its effective date, conflict with the laws of the state where your business is based, then that part of this policy will be automatically amended to meet the minimum requirements of those laws.

For your business’ property: We cover your business for theft of and physical damage to property your business owns or leases. As a direct result of a property loss we pay, your business may have increased operating expenses or lose net income. After the Waiting Period on the Summary, we will cover these amounts as Business Interruption until your business resumes normal operations (or until either Business Interruption limit on the Summary is reached). “Net income” means (i) net profit or loss before income taxes and (ii) continuing normal operating expenses, including payroll. Unauthorized modification of electronic data is physical damage to property.

For your business’ liability to others: We cover your business for amounts it is legally required to pay others as the result of an occurrence. We will provide legal counsel to defend any such claims. Employees of your business acting on its behalf and Additional Insureds working with your business are also covered the same way your business would be. Additional Insured automatically includes any required Additional Insured in a contract made before starting work.

We also cover (i) claims of negligence, errors, or omissions in providing professional services, and (ii) claims against directors or officers of your business arising from their actions taken on behalf of your business. For these kinds of claims, if your business first learns about the claim during this policy, and previously had continuous insurance coverage that would have covered the claim, we will cover that claim even though it is not the result of an occurrence during this policy.

For Auto: We cover damage to or accidents involving vehicles on the Summary the same way we cover property and liability claims, but with the Auto limits listed on the Summary.

For Cyber: We provide your business with crisis management, data and system review and recovery services, breach notification, and credit monitoring, following a data breach or computer system hack.

Workers’ compensation insurance: Every state has workers’ compensation laws that provide benefits for injured employees. We cover your business for and will promptly pay amounts required by state workers’ compensation law. We will pay all installments of the compensation that may be awarded or agreed upon in connection with those injuries.

II. If something goes wrong:

If your business has a property loss from an occurrence, we will pay to repair the damaged property if possible, or replace it with something of similar capabilities. We only pay for buildings or vehicles that are on the Summary, up to the Limit for each. For all other property (other than a building or a vehicle) that is damaged by an occurrence, we will pay up to the amount listed for Other Property on the Summary.

We will also pay necessary costs to keep your business going or to minimize the time it is out of business after a loss that we cover. We will pay these expenses until listed vehicles are repaired or