

MENDOCINO UNIFIED SCHOOL DISTRICT
Service Contract Agreement

This agreement, made and entered into by and between Mendocino Unified School District (KAKX 89.3FM Student Powered Radio), hereinafter called the District, and Mendocino Coast Hospital District hereinafter called Customer.

WHEREAS, District has a program that the customer desires; and

WHEREAS, District is qualified to provide these specific services as more particularly set forth in Article I, below; and

WHEREAS, Customer is desirous of entering into agreement with the District to provide those specific services.

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE I. SERVICES TO BE RENDERED BY DISTRICT. During the period May 2023 to December 2023, the District shall, working individually and/or in cooperation with the Customer's personnel, provide the following specific services, for each of Customer's monthly board meetings (1 meeting per month) and as requested by Customer for additional special board meetings:

- Microphones for the board members (5)
- Microphone with stand for the public (1)
- 2 Cameras with options for 3 as needed
- Audio Mixer for Microphones
- Speakers for zoom audio/hybrid meetings
- Ability to stream on YouTube and Zoom at the same time
- Recording/archives of each meeting, which shall be delivered to the Customer after the meeting.
- Text and Graphic overlays displayed on screen at the Customer's request.

ARTICLE II. SUPPORT TO BE PROVIDED BY CUSTOMER

The following will be provided by Customer to enable District to perform the services specified in Article I:

- Use of internet at AHMC.
- Customer will create a YouTube channel and grant access to District.

ARTICLE III. PAYMENT

In consideration for the services specified in Article 1 hereof, Customer shall pay to District **\$400 for each meeting requested by Customer (monthly, special meetings)**

District shall submit a signed "Statement of Services Rendered to Customer on a monthly basis. Customer shall issue payment to the District within 10 working days.

ARTICLE IV. HOLD HARMLESS. Each party shall indemnify, defend, and hold harmless to the full extent permitted by law, the other party and its Board, officers, agents, employees, students and volunteers from and against any and all liability, loss, damage, claims, expenses and costs (including, without limitation, attorney fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with this Agreement, except such Liability caused by the sole negligence or willful misconduct of the indemnified party.

ARTICLE V. TERMINATION. This contract may be terminated, by either party, upon 30 day's written notice.

ARTICLE VI. INSURANCE. The District agrees to provide no less than the insurance coverage set forth in the attached Certificates of Insurance. Properly executed certificates of insurance clearly evidencing all coverages and limits will be submitted to Customer prior to commencement of services under this Agreement or upon Customer's request.

It witness whereof, the parties hereto execute this contract:

District Representative: _____ Date _____

Customer: _____ Date _____

Federal Reporting ID No. _____ Phone _____

Address: _____