

**City of Pinole**  
**AGREEMENT FOR VIDEO PRODUCTION SERVICES**  
**FOR THE CITY OF HERCULES**

THIS AGREEMENT is made and entered into this <sup>10th</sup> day of <sup>dsu</sup> March, 200<sup>dsu</sup>~~8~~ by and between the City of Pinole, (hereinafter referred to as "the City") and the City of Hercules, (hereinafter referred to as "Hercules").

**RECITALS**

1. The City of Pinole organization currently includes a department entitled Pinole Community Television that is charged with operating the City's government and public access channels on cable television.
2. The City of Pinole currently provides financial support to Pinole Community Television in order to employ staff that is assigned to manage the public access channel system. Included is all efforts at programming, production, live coverage, videotape, and editing services of certain city oriented events such as City Council and Planning Commission meetings, recreational activities and special events in the community, public hearings and ceremonies, as well as general public information.
3. The City of Pinole is committed to provide enhanced dissemination of public information and therefore utilizes Channel 26 and Channel 28 for such purposes in order to reach a broad spectrum of the community with news and information about these events and meetings.
4. The City of Hercules also has the ability to broadcast public information on their public access Channel 28, but limited equipment and none of the staffing required to provide the level of production that Hercules desires.
5. The City of Hercules has expressed an interest in the City of Pinole providing certain video and programming services as those being provided in Pinole and as such, the City of Pinole has been providing video production services to Hercules on a regular basis since 2000.
6. The City of Hercules has expressed an interest to the City of Pinole in readdressing a service agreement for long-term video production services including management of Hercules Channel 28.
7. The City of Hercules and the City of Pinole agree that it would be mutually beneficial to work jointly towards maximizing the amount of quality programming and public information on both broadcast systems to and for both communities.

NOW, THEREFORE, in consideration of the mutual covenants and the conditions herein,  
IT IS HEREBY AGREED:

**A. GENERAL PROVISIONS**

**1. Cable Access Coordinator as Manager and Producer of Stations.**

The City of Pinole operates its public access channel as an enterprise entitled Pinole Community Television (PCTV). The enterprise is managed through a full time Cable Access Coordinator who is responsible for managing the complete operations and maintenance of the station. The Cable Access Coordinator will also be responsible for managing and operating the City of Hercules public /government access Channel 28 in the same manner.

The Cable Access Coordinator will serve as Manager and Producer for Hercules productions and will provide technical expertise and oversight for both channels. This includes responsibility for staffing, program scheduling and deployment of equipment owned by the City of Pinole and/or the City of Hercules, to be used for public access purposes. In addition, the Cable Access Coordinator reserves the right to manage all broadcast scheduling and to determine the feasibility of each request.

The City of Hercules will designate a Staff Liaison to provide all communication and instructions to Pinole Television Staff as needed. The Liaison will maintain an updated calendar for all regularly scheduled meetings, special meetings, and special remote productions. The Liaison will also be responsible for all special requests, notification of canceled meetings, and general communication with the Cable Access Coordinator. An annual schedule will be agreed upon by both the City and Hercules at the beginning of each calendar year.

**2. Employees and Staff Supervision.**

All employees are assigned to work under the Cable Access Coordinator for the City of Pinole Community Television. All volunteers from both cities will report to and receive supervision from the Cable Access Coordinator. The Cable Access Coordinator has all responsibility and authority to manage staff and volunteers, including hiring, training, discipline and termination.

Utilizing the full automation of the City of Hercules Council Chambers, the standard production crew will be one PCTV staff person for the basic Council Chambers productions. As needed PCTV Staff will be increased for the purposes of cross training.

It is agreed that the City of Hercules will not solicit the employment or offer employment to any other employee(s) for said purposes during the term of this agreement. Should the City of Hercules terminate this agreement, it is understood that the City of Hercules will not offer employment to any of the Pinole Community Television staff or volunteers for a period of one year following the termination of the agreement.



### **3. Federal Communications Commission (FCC) Regulations.**

The City of Pinole takes authority to run programs in accordance with the Federal Communications Commission (FCC) and responsibility for content. The Cable Access Coordinator reserves the right to edit all broadcasts and sponsor acknowledgements and to manage content in order to maintain FCC standards.

## **B. SERVICES AND SCHEDULING**

### **1. Scheduling.**

The City of Pinole is committed to providing the Basic Level of Service as outlined in Section E and in the attached Exhibit A "Schedule of Fees". In the event that the City of Hercules requests an additional production and a scheduling conflict arises between the City of Hercules and the City of Pinole, the City of Pinole will take precedence.

The Cable Access Coordinator reserves the right to manage all broadcast scheduling and to determine the feasibility of each request. Every effort will be made by the City of Pinole to accommodate reasonable requests. Any additional requests must be made in writing to the Cable Access Coordinator no less than forty-eight (48) hours in advance. A minimum of twenty-four (24) hours advanced notice is required for all cancellations. Fees will be charged for cancellations or additional requests made without adequate notice, per Exhibit A "Schedule of Fees"

If inadequate notice is made for additional requests, City of Pinole staff will still make every effort to provide a camera operator to videotape highlights of the meeting or event. This tape will be unedited and will require editing prior to public view on the system. If additional video production is requested for any unedited production, a minimum of three-hours of production time will be billed to the City of Hercules as outlined in Section C and in the attached Exhibit A "Schedule of Fees".

### **2. Basic Services.**

The City of Pinole through its Pinole Community Television, will provide at minimum, a basic service including live broadcasts and video taped productions as outlined below:

- Two meetings per month of the City of Hercules City Council.
- Two meetings per month of the City of Hercules Planning Commission.

By this agreement, Pinole Community Television will provide a minimum of forty eight (48) broadcasts or two hundred forty (240) hours of production time or whichever comes first in a fiscal year for City of Hercules initiated meetings held at the City of Hercules City Council Chambers. In the event that the City of Hercules does not hold a regularly scheduled meeting as described above, the City of Pinole shall credit the broadcast of said meeting to the next invoice.

Generally, each live production is calculated at a minimum of five (5) hours. Included is one hour for set up and take down of video production equipment, plus actual meeting time. In the event that this annual amount of hours is exceeded, additional fees may be charged as outlined in Section C and in the attached Exhibit A "Schedule of Fees".

All City Council and Planning Commission productions will be broadcast and recorded live to tape and or DVD and unedited. By the end of each meeting, the Cable Access Coordinator will provide to the City of Hercules, an unedited tape or DVD of all-live meetings that was aired and recorded for the official records and archives of the City of Hercules. Pinole Community Television will program all replays as requested by the City of Hercules and permitted by the television schedule.

### **3. Additional Productions.**

The City of Hercules may request video production of additional meetings, events, or activities such as Special Council Meetings, Study Sessions, Press Conferences, Community Events and other ceremonial presentations or meetings hosted in the City of Hercules City Council Chambers. All special remote production events will be produced live when possible and recorded unedited. An additional fee will be charged for these services as outlined in Section C and in the attached Exhibit A "Schedule of Fees".

This agreement also provides an option for broadcasts of events taking place at Hercules High School. This includes live recording of an event by Pinole Community Television.

### **4. Sponsorships**

All remote productions may be sponsored by local or area businesses as per Federal Communication Commission (FCC) requirements. All sponsors will be recognized and clearly identified with either audible and or visual acknowledgements. It is the responsibility of the City of Hercules to solicit their own sponsors, acquire the scripted acknowledgments, as well as bill, collect, and manage all sponsor efforts. The Cable Access Coordinator reserves the right to edit all acknowledgments in order to maintain FCC standards.

### **5. Public Access, Educational, and Government Access (PEG) Programming.**

The Cable Access Coordinator will have the sole discretion to program airtime with various programming in accordance with the guidelines governing Public Access, Educational, and Government Access (PEG) standards. It is the intent to air programs to and from both cities to develop a better community television serving both cities.



## **C. FEES FOR SERVICES**

### **1. Fees and Payment for Services Provided.**

The City of Hercules, in exchange for services and programming from the Pinole Community Television, and as outlined in this agreement, agrees to pay the City of Pinole a minimum of \$25,750 per fiscal year for basic services and special live remote productions as outlined in Section C of this agreement.

Payment is due in four quarterly payments of \$6,438 timed with the City of Pinole's fiscal year that starts on July 1.

A minimum of twenty-four (24) hours advanced notice is required for all cancellations and a minimum of forty-eight (48) hours advanced notice is required for additional requests. Fees will be charged for cancellations or additional requests made without adequate notice, per Exhibit A "Schedule of Fees" and at a rate of \$150 per request or cancellation. The fee will be applied to the next invoice. If an event that was previously scheduled as part of the basic services is cancelled by the City of Hercules without the minimum required 24-hour notice, then a fee will be incurred and a replacement event will be mutually scheduled. If it cannot be rescheduled within that fiscal quarter, the meeting cost will be deducted from the next quarterly invoice at a rate of \$325 per cancelled meeting, minus the \$150 cancellation fee.

### **2. Additional Fees.**

In the event that additional production hours for meetings not included under Basic Services are required, a fee of \$150 per hour will be charged. Further, if editing or any postproduction work is required, a charge of \$150 an hour will be incurred. In the event that the City of Hercules requests a live remote productions, such as community events, a flat fee of \$2,000 per event will be charged for a maximum of six (6) event hours. This fee includes a production truck with a minimum of five (5) PVTC staff up to a ten-hour shift. Total shift time includes preload, setup, event coverage, tear down, and truck unloading. Events will be produced live to recording format for broadcast.

### **3. Contract Rollover Fee Adjustment**

In the event that this agreement continues to remain in effect for three (3) subsequent years and every three (3) subsequent years following, the rates will re-calculated annually by the Cable Access Coordinator or his/her designee. The new operation rates will be offered as an amendment side letter for the Hercules Liaison's review. The new rates will be effective for the first quarter following the signing of the side letter. This rate increase will be consistent with a reasonable cost of living increase for PCTV staff.

## **D. EQUIPMENT**

The City of Pinole, through its enterprise, "Pinole Community Television", will operate equipment necessary to produce live coverage and video tapings of monthly City Council, and Planning Commission meetings to the City of Hercules. The City may also provide coverage and tapings of other Hercules meetings and community events upon request and as agreed by both parties.

The City of Hercules shall provide a Production Control Room and other video equipment plus all needed office supplies, small equipment videocassette tapes and DVDs for use by Pinole Community Television when providing video services to the City of Hercules.

All video production equipment will remain in the ownership of each respective city. The video production equipment will be utilized as a centralized system for both communities and will be stored, utilized, distributed and released from inventory as deemed necessary by the Cable Access Coordinator.

### **1. Equipment Replacement.**

The City of Pinole will continue to work with the City of Hercules to identify worn, antiquated, and unusable video equipment owned by the City of Hercules. Upon contract signing, the Cable Access Coordinator will provide a one-time assessment of the existing equipment and operations, including the physical layout of the video production room. The recommendation, Exhibit B, focuses on improving the efficiency and utility of the current system in order to maximize the video production effort.

Within reason, the City of Hercules will make every effort to repair or replace any of the existing video production equipment that is impairing video production capabilities including, but not limited to: cameras, switchers, audio systems, video tape recorders, and computers that are owned by the City of Hercules, and deemed to be antiquated and unusable by the Cable Access Coordinator. See Schedule of Equipment Needs for Video Production Services, Exhibit B.

### **2. Production Control Room.**

The City of Hercules will maintain a suitable Production Control Room to be used for all live broadcasts from the City of Hercules City Council Chambers. The Hercules Production Control Room should be of a size that can accommodate at least three production staff and the associated equipment required to maintain production. As of October 2007, the lack of adequate air conditioning and temperature control within the Production Control room has caused equipment failure. Within the first five (5) months of this agreement, the Production Control room will be renovated by the City of Hercules to provide adequate heating and air-conditioning.



### **3. Master Control Function.**

The City of Pinole will maintain a combined Master Control (MC) capability for both cities at the Pinole Community Television Studio in Pinole. The Combined MC will automate the replays of all programs for the City of Hercules and the City of Pinole.

### **E. TERMINATION OF AGREEMENT**

Either party may terminate this agreement with a minimum of 60 days written notice. Unless otherwise noted in writing by either party, this contract shall remain in effect for three years with automatic renewals for one-year terms. Payment in full for the current fiscal quarter of this agreement will be required.

### **F. ADMINISTRATIVE CHANGES/MODIFICATIONS TO CONTRACT**

This Agreement may be amended, modified or changed by the parties provided that modification or change is in writing and approved by the authorized representatives of the parties.

Administrative changes and or modifications to this contract may be addressed through mutual agreement by the City Managers of both the City of Hercules and the City of Pinole, provided the financial impact or cost is valued at less than \$10,000. All other changes or modifications exceeding this amount must be approved by the city councils of both cities.

### **G. INSURANCE**

The City of Pinole carries insurance coverage in at least the following minimums:

General Liability:	\$1 million occurrence/\$2 million aggregate
Automobile:	\$50,000 property damage/\$100,000 bodily injury to any one person/\$300,000 bodily injury to all persons arising from a single accident.

Employees of the City of Pinole shall not be considered employees of the City of Hercules for purposes of workers compensation coverage while performing services under this agreement.

### **H. INDEMNIFICATION**

Hercules shall indemnify, defend with counsel reasonably acceptable to the City, and hold harmless the City and its officials, officers, employees, agents, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action of any nature related to or arising from the use of the City of Hercules-owned facilities and equipment or the broadcasting of live or taped meetings or other City of Hercules events pursuant to this agreement, unless resulting directly from the negligent actions of the City of Pinole, Pinole Community Television employees.

## **I. NOTIFICATION**

All notices and correspondence should be addressed to:

City of Pinole  
City Manager  
2131 Pear Street  
Pinole, California 94564

City of Hercules  
City Manager  
111 Civic Drive  
Hercules, California 94547

## **J. APPLICABLE LAW AND ATTORNEY'S FEES**

This Agreement shall be construed and enforced in accordance with the laws of the State of California. Should any legal action be brought by a party for breach of this Agreement or to enforce any provisions of the Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, court costs or any other costs as may be fixed by the court. Any action arising out of this Agreement shall be venued in the Superior Court of the State of California in and for the County of Contra Costa.

## **K. MISCELLANEOUS PROVISIONS**

- A. If any one of more of the covenants and agreements or portions thereof shall be held by a court of competent jurisdiction in a final judicial action to be void, voidable or unenforceable, such covenant, or covenants, such agreement or agreements, or such portions thereof shall be null and void and shall be deemed severable from the remaining covenants and agreements or portions thereof, and shall in no way affect the validity or enforceability of the remaining portions of this Agreement.
- B. This agreement constitutes the entire agreement between the parties and there are no conditions, agreements or representations between the parties except as expressed in said document. It is not the intent of the parties to this agreement to form a partnership or joint venture.
- C. Where the terms and conditions of this Agreement and any attachments or exhibits hereto conflict, the parties expressly agree that the terms and conditions of this Agreement shall prevail and preside.

## **21. ATTACHMENTS**

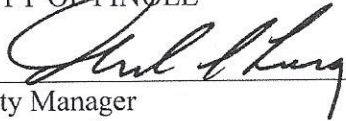
Exhibit A—Schedule of Fees for Video Production Services

Exhibit B—Schedule of Equipment needs for Video Production Services

IN WITNESS WHEREOF, the City of Hercules and the City of Pinole have caused their authorized representatives to execute this Agreement on the \_\_\_\_ day of \_\_\_\_, 2007.



CITY OF PINOLE

  
City Manager

2/1/08  
Date

Approved as to Form:

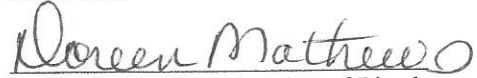
\_\_\_\_\_  
General Counsel, City of Pinole

CITY OF HERCULES

  
City Manager

3-10-08  
Date

ATTEST:



City Clerk, City of ~~Pinole~~ Hercules

Approved as to form:

  
City Attorney

**City of Pinole  
Exhibit A  
Schedule of Fees for Video Production Services**

**I. Provision of Basic Services**

- **Basic Services** **\$25,750 per fiscal year**
  - ☐ Two meetings per month of the City of Hercules City Council meetings.
  - ☐ Two meeting per month of the City of Hercules Planning Commission.
  - ☐ Automated Broadcasting and Replay

<b>Basic Services Total</b>	<b>\$25,750 per fiscal year</b>
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**II. Optional Services**

- **Optional Broadcasting at Hercules High School** **Negotiated per Amendment**
  - ☐ Hercules High School events will be produced Live to Tape or broadcast Live when the equipment and hardware is installed. The intent of this option is to begin broadcasts of sporting events. At the direction of the Hercules City Manager, these productions could be used for other events at the Hercules High School.
- **Optional Broadcasting With Remote Truck** **\$2,000 per event**
  - ☐ Flat fee of \$2,000 includes a maximum of Six (6) hours of event time. Truck rates include a minimum of 5 PVTC staff up to a ten-hour shift. Total shift time includes preload, setup, event coverage, tear down, and truck unloading. Events will be produced live to recording format for broadcast. Subject to PCTV Coordinator's discretion.
  - ☐ Additional production time and crew must be negotiated.
  - ☐ The Cable Access Coordinator will determine the feasibility of scheduling such requests.
- **Additional Hours for Live Coverage of Meetings** **\$150 per hour**
  - ☐ Held at the City of Hercules City Council Chambers.
  - ☐ A three (3) hour minimum will be charged, including set up and take down.
- **Editing Services** **\$150 per hour**
- **B-Roll Coverage of Events** **\$150 per hour**
  - ☐ B-Roll coverage consists of one (1) camera coverage with the intent of editing at a later date. Editing services charged separately.
- **Cancellation and Inadequate Notice Fee** **\$150 per event**



**City of Pinole  
Exhibit B  
Schedule of Equipment needs for Video Production Services**

As of October 20, 2007, there are a number of elements in the Hercules Production Control Room that have out lived their useful life expectancy and are in need of replacement.

- Live Broadcast Router
- Production Switcher
- Computer Graphics
- VTR's
- Chairs
- Program and Preview Monitor
- DA's (distribution amps) for both audio and video