

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

THIS AGREEMENT is made and entered into this day of _____, 2017 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.
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 staffing to do so as Hercules desires.
5. The City of Hercules has maintained 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 2001.
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.

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 and/or his/her designee 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 all staffing.

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 direction from the Cable Access Coordinator. The Cable Access Coordinator has all responsibility and authority to manage City of Pinole's staff and volunteers, including hiring, training, and discipline.

Utilizing the full automation of the City of Hercules Council Chambers, the standard production crew will be one on site and one Master Control PCTV staff persons for the basic Council Chambers productions. As needed PCTV Staff will be increased for the purposes of cross training. Under extreme conditions of multiple client demand and limited PCTV staff availabilities, PCTV may on occasion staff a City of Hercules meeting with a single trained operator familiar with the City of Hercules's equipment.

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 B2 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. DSnell@ci.pinole.ca.us. A minimum of twenty-four (24) hours advanced notice is required for all cancellations. Cancellation fees will be charged for meeting cancelled without adequate notice. Additional requests without adequate notice will incur late notice fees, per Exhibit A "Schedule of Fees"

If inadequate notice is made for additional requests, City of Pinole staff will make an effort to provide a camera operator to record highlights of the meeting or event. This recording 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 equal to two hundred and forty (240) hours of production time 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 will reduce the total contract hours by five hours, and will not charge, other than a cancellation fee and/or a late cancellation fee, if applicable.

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 productions will be broadcast and recorded live to DVD and unedited. By the end of each meeting, the Cable Access Coordinator or designee will provide to the City of Hercules, an unedited recordings of all-live meetings that were aired and recorded for the official records and archives of the City of Hercules.

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 remote broadcasts of events taking place outside Hercules City Council Chambers. This includes live recording of an event(s) 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.

C. FEES FOR SERVICES

1. Fees and Payment for Services Provided.

The City of Hercules, in exchange for services from the Pinole Community Television, and as outlined in this agreement, agrees to pay the City of Pinole a minimum of \$43,815 per fiscal year for basic services and special live remote productions as outlined in Section C of this agreement.

Payment is due upon invoicing 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 \$195 per request or cancellation. The fee will be applied to the next invoice. In the event that a regular scheduled meeting is cancelled in a timely manner, no meeting charges will be incurred other than a \$100 cancellation fee. If the event is cancelled without adequate notice, a \$195 late cancellation fee will be applied to the next invoice.

2. Additional Fees.

In the event that additional production hours for meetings not included under Basic Services are required, a fee of \$200 per hour will be charged. Further, if editing or any postproduction work is required, a charge of \$195 an hour will be incurred.

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 for the City of Hercules. The City may also provide coverage and recordings 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, batteries and DVDs for use by Pinole Community Television when providing video services to the City of Hercules.

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.

3. Master Control Function.

The City of Pinole will maintain a combined Maser 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. TERM

Unless otherwise agreed to in writing, the term of this Agreement shall be from July 1, 2017 through June 30, 2018.

F. EARLY TERMINATION OF AGREEMENT

Either party may terminate this agreement with a minimum of 180 days written notice. Unless otherwise noted in writing by either party, this contract shall remain in effect as referenced in Section E.

G. 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.

H. 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.

I. 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 Hercules 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.

J. 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 Dr,
Hercules, California 94547

K. 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.

L. MISCELLANEOUS PROVISIONS

1. 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.
2. 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.
3. 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 _____, 2017.

CITY OF PINOLE

CITY OF HERCULES

City Manager

City Manager

Date

Date

Approved as to Form:

ATTEST:

General Counsel, City of Pinole

City Clerk, City of Pinole

City of Pinole

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

I. Provision of Basic Services

- **Basic Services** **\$43,815 per fiscal year**
 - ☐ Two meetings per month of the City of Hercules City Council meetings.
 - ☐ Two meetings per month of the City of Hercules Planning Commission.
 - ☐ Master Control Services automated scheduling and playback of live and replays of meetings and other programs as requested.

Basic Services Total	\$43,815 per fiscal year
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II. Optional Services

- **Optional Broadcasting With Remote Truck** **Request Pricing**
- **Additional Hours for Live Coverage of Meetings** **\$200 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** **\$195 per hour**
- **B-Roll Coverage of Events** **\$260 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 Fee** **\$100 per event**
- **Inadequate Notice Fee** **\$195 per event**
- **Annual Fee Adjustment** **5% per year**

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

As of March 23, 2017, 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. A recent proposal was approved however, at this time I have no formal information regarding this proposal and I am unable to comment.

- Recommend overhauling the audio system. To the best of my knowledge the audio gear is well over twenty years old and due for replacement. This would include the mixer, wireless mic, wires etc. This system has served Hercules well and out lived its useful life. The mixing controls are out dated and do not afford the standard operation or access of a modern computer accessible system. As more meetings are taking place in an arrangement on the floor, a second audio Input and Output (IO) station is also recommended. An Assisted Listening (ADA required) may be required with updates to this system.
- The camera systems installed in Hercules are over fifteen years old and have out lived their useful life. Due to advances in technology maintaining these systems will be increasing difficult. Modern Pan Tilt and Zoom (PTZ) cameras are designed with digital signals (SDI or HDMI) and provide a higher standard image. Recommend replacing the current cameras and PTZ controller.
- Currently there is only one copy of the recordings in Hercules; it is our standard to record to two devices as blank DVD's are not 100% reliable. A second recording system is recommended.
- Confidence monitors are needed in the control room (Comcast feeds) and it is our recommendation for a confidence monitor (control room feed) within the chambers for your Council.
- The lighting is in poor balance and in need of matching the light levels and Kelvin color temperatures. Waveform/Vector monitor system with a Proc Amp for maintaining proper and legal video levels for broadcast would assist with balancing the video levels to the broadcast system.
- An uninterruptable power supply system (UPS) is needed to balance and condition the power fed into the digital equipment. Minor power fluctuations cause digital equipment to fail or behave oddly. Unfortunately this has already caused unwanted effects with current Hercules gear.
- Audio monitors in the control room are inadequate to accurately monitor and correct for audio system needs. Recommend installing new monitors.
- A Skype interface has been requested to assist Council, Boards, and Committees with an ability to join the meeting from remote locations.
- There are a number of very dated switches and interfaces that hold this gear together, much of these units are over twenty years old and in need of replacement.