

SEWER AUTHORITY MID-COASTSIDE

Staff Report

Subject / Title

Authorize Manager to approve MCTV Contract

Staff Recommendation:

Authorize Manager to approve MCTV Contract

Fiscal Impact:

Up to \$7,500 per year for 12 meetings; sufficient funds are available in both the FY2008-09 and FY2009-10 budgets.

Discussion/Report:

At the January 26 meeting, the SAM Board directed staff to negotiate an agreement with MCTV and bring that agreement back to the Board for approval. At the February 23, 2009 meeting, The Board directed staff to modify the agreement to include language in section 8 to include expected allowed uses, any form of distribution in accordance with the Public Records Act, including making copies of the DVDs, copy the file into other formats, copying or downloading from the SAM website. Those changes have been incorporated, section 8 has been completely replaced with the suggested language, and the agreement is hereby provided for your review and approval.

The attached draft agreement has been reviewed by SAM Manager and General Counsel and by the MCTV President.

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AGREEMENT BETWEEN SEWER AUTHORITY MID-COASTSIDE AND MID-COAST TELEVISION FOR VIDEO RECORDING AND DISSEMINATION OF MEETINGS

This Agreement between the Sewer Authority Mid-Coastside (SAM) and Mid-Coast Television (MCTV), hereinafter referred to as the "Agreement", is entered into this ____ day of _____, 2009 for the purpose of engaging MCTV to video record the meetings of the Board of Directors of SAM, and SAM Committee meetings which immediately precede SAM Board meetings, and to make such video productions available to Coastside residents through cablecasting on the local community access cable channel and through webstreaming and video on demand over the Internet. In exchange for the compensation set forth herein, MCTV will provide the video production, cablecasting and internet services specified below.

For purposes of this Agreement, notices shall be provided to the parties using the following contact information:

SAM:

Written notice: John F. Foley III
Manager
Sewer Authority Mid-Coastside
1000 N. Cabrillo Hwy.
Half Moon Bay, CA 94019

Telephonic notice: (650) 726-0124

Email notice: jack@samcleanswater.org

MCTV:

Written notice: Constance Malach
President
MCTV
P. O. Box 1750
El Granada, CA 94018

Telephone notice: (650) 726-1750

Email notice: connie@mctv.com

A. Services to be Provided by MCTV

MCTV will video record SAM Board Meetings which are normally scheduled for the fourth Monday of each month at 7:00 pm at the SAM offices, 1000 N. Cabrillo Highway, Half Moon Bay. MCTV will also video record SAM Committee meetings that immediately precede the SAM Board Meetings at the same location on the same day, which are normally scheduled at 6:00 pm. The SAM Board Meeting and SAM Committee meeting will be considered one single

meeting for production and programming purposes and will be referred to as the “SAM Board Meeting” for purposes of this agreement.

MCTV will also video record additional SAM meetings other than those described in the preceding paragraph on a case-by-case basis upon mutual agreement. The SAM Board Meeting and other SAM meetings will be referred to as “SAM meetings” for purposes of this agreement. For each such SAM meeting, MCTV will provide the following services to SAM:

1. MCTV will provide SAM with a DVD copy of the video program of each SAM meeting within three business days of the meeting.
2. MCTV will provide SAM with a digital data file of the video program of each SAM meeting within five business days of the meeting. MCTV can provide either an MPEG2 data file, or a Windows Media file copy of the program as requested by SAM
3. MCTV will cablecast each SAM meeting on the community access channel of the Comcast cable system two times. The first cablecast will be within one or two days of the SAM meeting. MCTV will also schedule a repeat showing of the meeting on a different day and time between 7 and 21 days following the meeting.
4. At the same time that MCTV cablecasts the SAM Board Meeting, it will webstream the meeting on its website, mctv.com.
5. Following the initial cablecast of each SAM meeting, and within three days of the meeting date, MCTV will make the video available for video on demand viewing on the MCTV website.
6. MCTV will retain the SAM meeting videos on its website for no less than 1 year. MCTV will permanently retain a DVD copy of all SAM meetings that it records.
7. MCTV will “chapter” the uploaded video files of SAM meetings so that a visitor to the MCTV website can access the link to the portion of the video corresponding to a particular agenda item from the meeting. Chaptering on the MCTV website will be limited to the specific agenda items published on the public agenda of the meeting. To facilitate “chaptering” SAM agrees that the Meeting Chair will announce each agenda item by number prior to discussion of that agenda item by the Board Members. Matters discussed at a SAM meeting that are not itemized on the public agenda for the meeting and announced by the Chair will not be separately “chaptered” by MCTV.
8. Upon delivery to SAM, the DVD and Digital file copies of the SAM Board Meeting videos become the property of SAM, and become public records, as defined by the California Public Records Act. MCTV agrees and acknowledges that SAM may provide copies of the SAM Board Meeting videos in any format when requested by a member of the public, including allowing the public to

download meeting videos from the SAM website, if SAM posts such meeting videos on its website.

9. If SAM cancels a scheduled SAM meeting, it shall provide telephonic and email notice to MCTV no later than noon two business days before the originally scheduled date of the meeting. Notice shall be provided to MCTV by phone to 650-726-1750, and by email to connie@mctv.com. Failure to provide the required notice in a timely manner will require SAM to pay to MCTV the \$250 production charge for the cancelled meeting; all other charges for the cancelled meeting shall be excused.
10. If SAM changes the date or time of a SAM meeting, SAM shall give MCTV as the same advance notice, by telephone and email, as specified in Paragraph 9 above. In such a situation MCTV will use its best efforts to accommodate SAM and to video record the meeting. However, SAM acknowledges that MCTV is already committed to tape multiple other public agency meetings, and if the new date or time of the SAM meeting conflicts with other MCTV commitments to tape public meetings, and MCTV is unable to access sufficient staff or video equipment to video record the SAM meeting, MCTV shall not be required to video record and disseminate a meeting held at a date or time other than the regular meeting time for SAM meetings.
11. SAM and MCTV agree that video coverage of all SAM meetings will cease at 11:00 pm, and that SAM will use its best efforts to conclude its meetings by 11:00 pm. If a SAM meeting continues beyond 11:00 pm, SAM acknowledges that MCTV is not obligated to video record its meetings beyond 11:00 pm and no adjustment of the payment for services due from SAM to MCTV will be made due to MCTV's termination of video recording at 11:00 pm.

B. Payment by SAM for Services Provided by MCTV

1. Pursuant to this Agreement, for each SAM meeting video recorded by MCTV, SAM agrees to pay MCTV the following fees for the video production, cablecasting and video internet services described in Section A. above:

Production for video recording a single SAM meeting - \$250 per meeting
Two cablecast playbacks of the meeting on MCTV's community access channel - \$75 per meeting
Duplication and delivery of the meeting video recording onto a DVD - \$50 per copy
Duplication and delivery of the video recording onto digital media - \$50 per copy
Encoding the meeting video recording onto the MCTV server for webstreaming and video on demand, plus all related scheduling and archiving services - \$100 per meeting

Creation of chapters within the digital file of the meeting video recording- \$100 per meeting

2. The resulting total payment for each four hour meeting is \$625. This payment schedule assumes a four hour meeting (including a SAM Committee meeting, if any). If the duration of the SAM meeting exceeds four hours, there will be an additional charge of \$100 resulting in a total payment by SAM to MCTV of \$725 for each meeting lasting between 4-5 hours.
3. MCTV will not charge SAM any additional charges for travel, postage, or delivery costs related to the services described in this Agreement. MCTV shall not charge SAM for any out of pocket costs other than the charges listed in the cost breakdown above. Notwithstanding the preceding sentence, if MCTV obtains portable data storage devices for delivering digital data files to SAM, SAM shall return each such device after downloading the digital files, and SAM agrees to pay for the cost of replacing any such devices that are lost or damaged by SAM.
4. SAM shall remit the required payment to MCTV for each SAM meeting video recorded and disseminated by MCTV within 30 days of the date of the meeting, including payment for a meeting that was cancelled and for which timely notice was not provided.

C. Other Terms and Conditions for the Services to be Provided by MCTV to SAM

1. MCTV will use its best efforts to produce, cablecast and webstream the SAM meeting videos in broadcast quality video and audio. MCTV's automated playback system is configured so that it will cease the cablecasting of any program that lacks a continuous video or audio signal (a "drop out"). If any SAM program contains a video or audio drop out such that it cannot be shown on MCTV for lack of a video or audio signal for a period exceeding 30 minutes, SAM will not be obligated to pay MCTV for any services associated with that meeting, and MCTV will not be obligated to provide any of the deliverables specified in Sections A.1.-5. above for said meeting. If MCTV identifies a quality defect or drop out in the video or audio signal of a SAM meeting video and is able to remedy the defect and cablecast the video without a video or audio signal drop out within 48 hours of the originally scheduled playback time, SAM's payment obligations shall not be excused.
2. If, notwithstanding the fact that an MCTV video of a SAM meeting contained video and audio signals sufficient for it to be cablecast on MCTV's playback equipment, SAM's Manager notifies MCTV in writing or by email that SAM believes that the video or audio quality of a SAM meeting video was inadequate to reasonably enable a viewer to see and hear the video on the cable channel, MCTV will review the video in question. If after such review MCTV, in its sole discretion, concludes that the quality of the audio or video signal for greater than

50% of the length of the meeting was inadequate to reasonably enable a viewer to see and hear the video on the cable channel, MCTV will so notify SAM, and SAM will not be obligated to pay for the video services, as set forth in paragraph 1. above. Otherwise SAM's payment obligations will not be altered in this circumstance.

- 3. Any claim of a quality defect in an MCTV video of a SAM meeting must be transmitted by SAM's Manager to MCTV as set forth in paragraph 2. within 60 days of the initial cablecast of the SAM meeting or the provisions of paragraphs 1. and 2. will not apply and SAM's payment obligation will not be altered.
- 4. Either SAM or MCTV may terminate this agreement for video production, cablecasting and internet video services 60 days after providing written notice to the other party.
- 5. This Agreement shall constitute the entire agreement between the parties. In the event of a dispute between the parties, the interpretation of this Agreement shall be governed by the laws of the State of California.

Agreed to by:

_____ Title _____ for Mid-Coast Television

Date _____, 2009

Agreed to by:

_____ Title _____ for Sewer Authority Mid-Coastside

Date _____, 2009