

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: Chief Executive Office

BOARD AGENDA # *B-4

Urgent

Routine

CEO Concurs with Recommendation YES NO
(Information Attached)

AGENDA DATE June 19, 2012

4/5 Vote Required YES NO

SUBJECT:

Approval of the First Amendment to Agreement with City of Modesto For Operation of Government and Educational Programming on AccessModesto Community Television

STAFF RECOMMENDATIONS:

1. Approve the First Amendment extending, until June 30, 2014, the termination date of an agreement with the City of Modesto for the City to operate, on behalf of Stanislaus County, a cable casting Master Control Room and to provide cable channel programming time for County meetings, programs and events within the City's franchise area, and to specify the annual contract payments associated with the Amendment.
2. Authorize the Chief Executive Officer to sign the First Amendment.

FISCAL IMPACT:

The amendment reflects the cost increase the City of Modesto would be jointly sharing with Stanislaus County due to the contract service cost increase for the 2013-2014 Fiscal Year. The contract began in July 2002 and the County paid \$128,000 annually for the first four years. The contract increased \$3500 in the 2006-2007 Fiscal Year and has continued at that \$131,500 annual rate. The annual share-of-cost for the County for the Master Control room will be \$131,500 for Fiscal Year 2012-2013 and \$142,360 for

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BOARD ACTION AS FOLLOWS:

No. 2012-291

On motion of Supervisor Withdraw, Seconded by Supervisor Chiesa
and approved by the following vote,

Ayes: Supervisors: Chiesa, Withdraw, Monteith, De Martini, and Chairman O'Brien

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) Approved as recommended

2) Denied

3) Approved as amended

4) Other:

MOTION:



ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

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FISCAL IMPACT (Continued):

Fiscal Year 2013-2014, an increase of \$10,860. The County Office of Education provides the space for the Master Control Room at no cost to the City of Modesto or the County. Sufficient funding for the Agreement has been included in the Chief Executive Office Operations and Services budget for each Fiscal Year.

DISCUSSION:

The City of Modesto has a cable franchise agreement allowing the use of Comcast Channel 7 as a City government channel for broadcasting. The County has a cable franchise agreement with Charter Communications allowing the use of Charter Channel 19 as a County government channel for broadcasting. By an Agreement dated March 4, 2003, with a retroactive start date of July 2, 2002, the City of Modesto and Stanislaus County entered into a collaborative relationship for broadcasting on Comcast Channel 7 and Charter Communications Channel 19. That Agreement was for a term of ten (10) years. The Agreement makes it possible to show County programs within the Comcast Franchise Area. It also makes it feasible for Comcast and Charter to interconnect for government channel broadcasting. This interconnect makes it possible for the simultaneous cable casting of government programming on both channels. The end result is the simulcast of government programming across both government channels in the County giving the appearance of a singular City of Modesto/County government television channel. What the public sees on Comcast Channel 7 is the same material being simultaneously broadcast on Charter Channel 19.

The City of Modesto cable television franchise agreement with Comcast Cable requires the City to establish and operate its own Master Control Room for the cable casting of public programming within their franchise area. The Master Control Room is located in the Stanislaus County Office of Education Building and serves as the central point for program scheduling and cable casting. An independent contractor, Final Cut Media, hired by the City of Modesto, currently operates the Master Control Room under the supervision of the City of Modesto. The County also utilizes the services of this Master Control Room and pays a fee to the City of Modesto to provide this service.

The Board of Supervisors adopts public policy and makes funding decisions that have countywide impact. The Board utilizes the government television channels to allow the public to view Board of Supervisors meetings live and on tape delays at various times during a week. Stanislaus County Planning Commission meetings are also broadcast live and on tape delay on the government channels for the public benefit. The broadcast of these Brown Act meetings helps promote transparency in government and citizen involvement in the democratic process.

County Departments enhance customer service through education and information sharing. Cable casting is used to promote various County services from immunizations to library programs. It is critical at times, especially during an emergency, for all jurisdictions within the county to receive information in "real time". The interconnected cable casting provides for this capability. The countywide system of communication helps to promote multijurisdictional

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cooperation. Board members have expressed an interest and the need to have a countywide system for communicating to the public.

The First Amendment to the Agreement allows the County to extend the termination date to June 30, 2014 making the County's termination date with the City of Modesto to coincide with the termination date of the City of Modesto's Agreement with their contract service provider who staffs the Master Control Room. The First Amendment also allows the County to appropriately cost share with the City of Modesto to operate the master control facility, including an anticipated cost increase of \$10,860 in the 2013-2014 Fiscal Year. It is recommended the Board approve this item.

POLICY ISSUES:

This policy supports the Board's priorities of Efficient Delivery of Public Services and Effective Partnerships through partnership with the City of Modesto and the countywide cable casting of County Brown Act meetings and other programming.

STAFFING IMPACT:

County Chief Executive Office staff currently monitors this contract and coordinates with the City of Modesto, and will continue to do so.

CONTACT INFORMATION:

David Jones, Director of Communications & Legislative Affairs. (209) 525-6333.

AMENDMENT NO. 1
to
AGREEMENT FOR OPERATION OF GOVERNMENT AND EDUCATIONAL
PROGRAMMING ON ACCESSMODESTO COMMUNITY TELEVISION

This Amendment to Agreement is made and entered into in the City of Modesto, County of Stanislaus, State of California, this 26 day of June, 2012, pursuant to lawful authority which has been granted to the parties hereto. This Amendment to Agreement is between the City of Modesto, a municipal corporation of the State of California, hereinafter referred to as “City”, and the County of Stanislaus, hereinafter referred to as “County.”

RECITALS:

This Amendment to Agreement is made with reference to the following recitals:

WHEREAS, paragraph 28 of the Agreement provides that the Agreement may be modified and amended at any time by the mutual agreement of the parties in writing,

NOW, THEREFORE, The Agreement is hereby amended as follows:

1. Paragraph 27 of the Agreement is amended to continue the Agreement in effect through June 30, 2014.
2. Paragraph 18 of the Agreement is amended to add the following at the end of the paragraph:

18.1 CITY agrees to accept from the COUNTY the sum of One Hundred Thirty-One Thousand Five Hundred Dollars (\$131,500), for the period July 1, 2012 through June 30, 2013, as full remuneration for performing all services and furnishing all staffing, facilities and materials for performance by the CITY of all its duties and obligations under this Agreement. This will be considered the “baseline” amount for the contract. Payment will be paid to the CITY within thirty (30) days following date of receipt of invoice. A one and one-half percent charge will assess on late payment.

18.2 CITY agrees to accept from the COUNTY the sum of One Hundred Forty-Two Thousand Three Hundred Sixty Dollars (\$142,360), for the period July 1, 2013 through June 30, 2014, as full remuneration for performing all services and furnishing all staffing, facilities and materials for performance by the CITY of all its duties and obligations under this Agreement. This will be considered the “baseline” amount for the contract.

Payment will be paid to the CITY within thirty (30) days following date of receipt of invoice. A one and one-half percent charge will assess on late payment.

3. The parties to this Amendment to Agreement further understand and agree that except as otherwise provided herein, each and every and all of the terms and conditions of the original Agreement between the parties shall continue in full force and effect.

IN WITNESS WHEREOF, the City of Modesto, a municipal corporation, has authorized the execution of this Amendment to Agreement in duplicate by its City Manager and attestation by its City Clerk under authority of Resolution No. 2012- 260 adopted by the Council of the City of Modesto on the 26 day of June, 2012, and the County of Stanislaus has caused this Amendment to Agreement to be executed by those of its employees duly authorized to do so.

COUNTY OF STANISLAUS

By Patricia Nino
Monica Nino
Chief Executive Officer

APPROVED AS TO FORM:

John P. Doering
County Counsel

By Edward R. Burroughs
Edward R. Burroughs
Assistant County Counsel

CITY OF MODESTO

By Greg Nylhoff
Greg Nylhoff
City Manager

ATTEST:
By: Stephanie Lopez
Stephanie Lopez
City Clerk

APPROVED AS TO FORM:
SUSAN ALCALA WOOD, City Attorney

By: Roland R. Stevens
ROLAND R. STEVENS,
Assistant City Attorney