

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

DEPT: Chief Executive Office

BOARD AGENDA # *B-9

Urgent Routine

AGENDA DATE July 1, 2014

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

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

STAFF RECOMMENDATIONS:

1. Approve the Second Amendment extending, until July 1, 2015, 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 Second Amendment.

FISCAL IMPACT:

The amendment reflects the cost to Stanislaus County for the 2014-2015 Fiscal Year. The original contract began on July 2, 2002 with the County paying \$128,000 annually for the first four years. The contract increased by \$3,500 in the 2006-2007 Fiscal Year and continued at that \$131,500 annual rate until an increase to \$142,360 in Fiscal Year 2013-2014.

- Continued on Page 2 -

BOARD ACTION AS FOLLOWS:

No. 2014-348

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

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

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

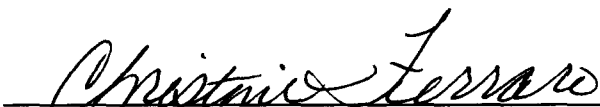
1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

4) _____ Other:

MOTION:



ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No. C-6-J-16

FISCAL IMPACT (Continued)

This one-year extension would continue the contract at the \$142,360 rate until June 30, 2015. The contract also provides for an optional one-year extension at the same \$142,360 rate for the 2015-2016 Fiscal Year, if the County so chooses. The County Office of Education provides the space for the Master Control Room at \$1 per year to the City of Modesto. Sufficient funding for the Agreement has been included in the Chief Executive Office Operations and Services budget in the Adopted Proposed Budget for Budget Year 2014-2015. In subsequent years, funding will be included in future budget submissions.

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 and 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. Final Cut Media, an independent contractor 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 the 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 ranging from immunizations to library programs. It is also 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 cooperation. Board members have expressed an interest in, and the need to have, a countywide system for communicating to the public.

The Second Amendment to the Agreement allows the County to extend the termination date to July 1, 2015 with an optional one-year extension at the same rate, terminating on July 1, 2016. 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. This policy also promotes the Board's priority of a Safe Community by providing a government television channel to broadcast emergency information as appropriate.

STAFFING IMPACT:

There is no staffing impact associated with this item as County Chief Executive Office staff currently monitors this contract, coordinates with the City of Modesto, and will continue to do so.

CONTACT INFORMATION:

David Jones, Senior Management Consultant (209) 525-6333.

AMENDMENT NO. 2
to
AGREEMENT FOR OPERATION OF GOVERNMENT AND EDUCATIONAL
PROGRAMMING ON ACCESSMODESTO COMMUNITY TELEVISION

Reference is made to the Agreement (“Agreement”) made and entered into between the City of Modesto (“City”), and the County of Stanislaus (“County”) dated 4th day of March, 2003, as amended.

RECITALS:

WHEREAS, the Agreement was to expire on June 30, 2014;

WHEREAS, the parties have agreed to extend the term of the Agreement;

WHEREAS, the parties agree that additional compensation is due City for the extended term;

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 stricken and replaced by the following:

This Agreement shall not be assignable. This Agreement is effective as of July 2, 2002, and shall remain in effect through June 30, 2015. This Agreement will not automatically renew but may be renewed for one (1) additional one-year term by mutual, written agreement of the parties.

2. Paragraph 18 of the Agreement is stricken and replaced by:

18. CITY agrees to accept from the COUNTY 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 the amounts set forth in the table below. This will be considered the “baseline” amount for the contract. The annual payment shall be paid on July 2, each year for the duration of this Agreement. All payments shall be paid to the CITY within thirty (30) days following date of receipt. A one and one half-percent charge will assess on any late payment.

| Period Covered | Amount |
|-----------------------|-----------------------|
| 7/2/2002 - 7/1/2003 | \$198,000.00 |
| 7/2/2003 - 7/1/2004 | \$128,000.00 |
| 7/2/2004 - 7/1/2005 | \$128,000.00 |
| 7/2/2005 - 7/1/2006 | \$128,000.00 |
| 7/2/2006 - 7/1/2007 | \$131,500.00 |
| 7/2/2007 - 7/1/2008 | \$131,500.00 |
| 7/2/2008 - 7/1/2009 | \$131,500.00 |
| 7/2/2009 - 7/1/2010 | \$131,500.00 |
| 7/2/2010 - 7/1/2011 | \$131,500.00 |
| 7/2/2011 - 7/1/2012 | \$131,500.00 |
| 7/2/2012 - 7/1/2013 | \$131,500.00 |
| 7/2/2013- 7/1/2014 | \$142,360.00 |
| 7/2/2014 - 7/1/2015 | \$142,360.00 |
| * 7/2/2015 - 7/1/2016 | \$142,360.00 |
| TOTAL | \$1,929,580.00 |


** Optional renewal term*

The parties agree that the maximum amount to be paid under this Agreement through July 1, 2015, shall not exceed \$1,798,080. If extended for an additional one-year term, the parties agree that the maximum amount to be paid under this Agreement shall not exceed \$1,929,580.

3. The parties 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.³

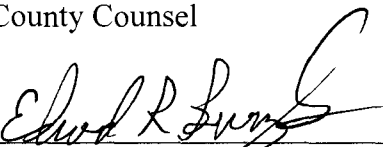
IN WITNESS WHEREOF, the City of Modesto, a municipal corporation, has authorized the execution of this Amendment to Agreement in duplicate by its City Manager and attestation by its City Clerk under authority of Resolution No. 2014- 249 adopted by the Council of the City of Modesto on the 24th day of June, 2014, 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

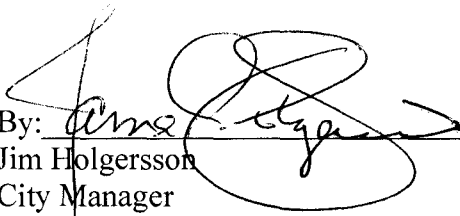
By: 
Stan Risen
Chief Executive Officer
BOS Resolution # 2014-348

APPROVED AS TO FORM:

John P. Doering
County Counsel

By: 
Edward R. Burroughs
Assistant County Counsel

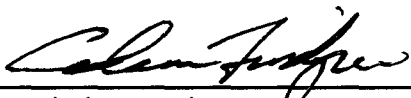
CITY OF MODESTO

By: 
Jim Holgersson
City Manager

ATTEST:

By: 
Stephanie Lopez
City Clerk

APPROVED AS TO FORM:

By: 
Adam Lindgren, City Attorney