

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

DEPT: Chief Executive Office

BOARD AGENDA #: \*B-11

AGENDA DATE: June 28, 2016

**SUBJECT:**

Approval of Amendment No. 3 to the Agreement with the City of Modesto for a One-Year Extension in the Amount of \$142,360 to Operate Government and Educational Programming on AccessModesto Community Television

**BOARD ACTION AS FOLLOWS:**

No. 2016-337

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

Ayes: Supervisors: Chiesa, Withrow, DeMartini, and Vice-Chairman O'Brien

Noes: Supervisors: None

Excused or Absent: Supervisors: Chairman Monteith

Abstaining: Supervisor: None

1)  Approved as recommended

2)  Denied

3)  Approved as amended

4)  Other:

MOTION:

ATTEST: Elizabeth A. King  
ELIZABETH A. KING, Clerk of the Board of Supervisors

File No. C-6-K-10

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS  
AGENDA ITEM**

DEPT: Chief Executive Office

BOARD AGENDA #: \*B-11

Urgent  Routine

AGENDA DATE: June 28, 2016

CEO CONCURRENCE: *ph*

4/5 Vote Required: Yes  No

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**SUBJECT:**

Approval of Amendment No. 3 to the Agreement with the City of Modesto for a One-Year Extension in the Amount of \$142,360 to Operate Government and Educational Programming on AccessModesto Community Television

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**STAFF RECOMMENDATIONS:**

1. Approve Amendment No. 3 extending, until July 1, 2017, 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 for broadcast of County Brown Act meetings and emergency communications.
2. Authorize the Chief Executive Officer to sign Amendment No. 3 including any extensions or amendments per the Agreement.

**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 effective 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. The County Office of Education provides the space for the Master Control Room at \$1 per year to the City of Modesto. Final Cut Media, an independent

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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 current contracted rate for the County is \$142,360 per year.

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.

**POLICY ISSUE:**

The Board's consideration is needed on whether the County should continue to contract with the City of Modesto to provide the service of a government television channel for broadcasting Brown Act meetings and for public communication in emergency situations.

**FISCAL IMPACT:**

Amendment No. 3 reflects the cost to Stanislaus County for the 2016-2017 Fiscal Year. This one-year extension would continue the contract at the current rate of \$142,360 until June 30, 2017, with an optional one-year extension at the same rate, terminating on July 1, 2018, if the County chooses. 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 2016-2017. In subsequent years, funding will be included in future budget submissions.

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<b>Cost of recommended action:</b>		\$ 142,360
<b>Source(s) of Funding:</b>		
<b>Existing CEO Operations Appropriations</b>	142,360	
<b>Funding Total:</b>		\$ 142,360
<b>Net Cost to County General Fund</b>		\$ -

<b>Fiscal Year:</b>	2016/2017
<b>Budget Adjustment/Appropriations needed:</b>	No

**Fund Balance as of** NA

**BOARD OF SUPERVISORS' PRIORITY:**

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 PERSON:**

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

**ATTACHMENT(S):**

1. Amendment No. 3 to Agreement for Operation of Government and Educational Programming on AccessModesto Community Television

# ATTACHMENT 1

Amendment No. 3 to Agreement for  
Operation of Government and  
Educational Programming on  
AccessModesto Community  
Television

**AMENDMENT NO. 3**  
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 Parties last amended the Agreement in 2012 to increase the contract amount;

WHEREAS, the Agreement was to expire on June 30, 2016;

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

WHEREAS, the parties agree that additional compensation is due to 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, 2017. The parties may renew this Agreement for one (1) additional one-year term (“Optional Renewal 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 2nd, 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
7/2/2016 - 7/1/2017	\$142,360.00
*7/2/2017 - 7/1/2018	\$142,360.00
<b>TOTAL</b>	<b>\$2,214,300.00</b>

*\* Optional renewal term*

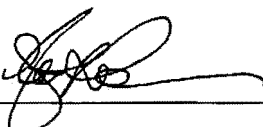
The parties agree that the maximum amount to be paid under this Agreement through July 1, 2017, shall not exceed \$2,071,940. If extended for an additional one-year term, the parties agree that the maximum amount to be paid under this Agreement shall not exceed \$2,214,300.

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.

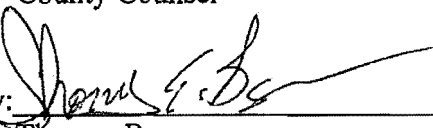
IN WITNESS WHEREOF, the City of Modesto, a municipal corporation, has authorized the

execution of this Amendment to Agreement in duplicate by its City Manager and attestation by its City Clerk under authority of Resolution No. 2016-335 adopted by the Council of the City of Modesto on the 9th day of August, 2016, and the County of Stanislaus has caused this Amendment to Agreement to be executed by those of its employees duly authorized to do so.

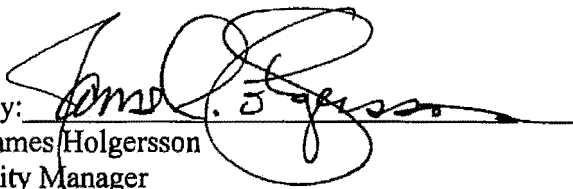
**COUNTY OF STANISLAUS**

By:   
Stan Risen  
Chief Executive Officer  
BOS Resolution # 2016-337

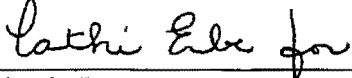
**APPROVED AS TO FORM:**

John P. Doering  
County Counsel  
By:   
Thomas Boze  
Assistant County Counsel

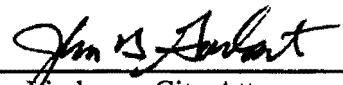
**CITY OF MODESTO**

By:   
James Holgersson  
City Manager

**ATTEST:**

By:   
Stephanie Lopez  
City Clerk

**APPROVED AS TO FORM:**

By:   
Adam Lindgren, City Attorney