

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

DEPT: Chief Executive Office

BOARD AGENDA:6.B.6
AGENDA DATE: July 31, 2018

SUBJECT:

Approval of Amendment No. 4 to the Agreement with the City of Modesto to Operate Government and Educational Programming on AccessModesto Community Television

BOARD ACTION AS FOLLOWS:

RESOLUTION NO. 2018-0386

On motion of Supervisor Monteith , Seconded by Supervisor Olsen
and approved by the following vote,

Ayes: Supervisors: Olsen, Chiesa, Withrow, Monteith, and Chairman DeMartini

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:



ELIZABETH A. KING, Clerk of the Board of Supervisors

File No. C-6-M-1

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

DEPT: Chief Executive Office

BOARD AGENDA:6.B.6
AGENDA DATE: July 31, 2018

CONSENT:

CEO CONCURRENCE: YES

4/5 Vote Required: No

SUBJECT:

Approval of Amendment No. 4 to the Agreement with the City of Modesto to Operate Government and Educational Programming on AccessModesto Community Television

STAFF RECOMMENDATION:

1. Approve Amendment No. 4 to an existing Agreement with the City of Modesto to operate government and educational programming on AccessModesto Community Television.

2. Authorize the Chief Executive Officer to execute the Amendment.

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. The 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. Ultimately, the material the public views 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 operate a 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 a rate of \$1.00 per year to the City of Modesto. 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 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 replayed at various times during the week. Stanislaus County Planning Commission meetings are also broadcast live and on replayed 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.

On June 28, 2016, the Board of Supervisors approved Amendment No. 3 to the broadcast contract with the City of Modesto. This Amendment, which included a one-year optional extension, which extended the Agreement between the City and County through June 30, 2018. The County also utilizes the services of this Master Control Room and pays a fee to the City of Modesto to provide this service.

At this time, staff is recommending extending the Agreement with the City of Modesto. The maximum term of this Agreement will be through October 1, 2019. The City of Modesto is anticipating releasing a Request for Proposals for broadcast services in the Fall of 2018. Also, in collaboration with the 10th Street Place Joint Powers Agency and Stanislaus County, the City of Modesto has hired a vendor to replace the outdated equipment in the Master Control Room. A new contract will be negotiated between the Agencies upon completion of this upgrade project and the results of the Request for Proposals.

POLICY ISSUE:

The Board of Supervisors approval is required in order to enter into and amend Agreements over \$100,000, consistent with the Stanislaus County Purchasing Policy.

FISCAL IMPACT:

The existing Agreement between the City of Modesto and Final Cut Media, Inc., (Final Cut) of Modesto, California expires on October 1, 2018. The City of Modesto has negotiated an extension with Final Cut California to operate the Master Control Room on a month-to-month basis, not to exceed \$30,000 monthly. For the remainder of the term, the rate for the County's portion of the rate will change to a not-to-exceed amount of \$15,000, and will be invoiced monthly by the City of Modesto. The maximum amount to be paid in Fiscal Year 2018-2019 is \$170,590. \$142,360 was included for this Agreement in the Adopted Proposed CEO Operations and Services Budget. Funds are available in the approved CEO Plant Acquisition Budget, if additional appropriations are needed to cover the cost of this Amendment in Fiscal Year 2018-2019. Any costs associated with future Budget Years will be included as part of the budget process.

BOARD OF SUPERVISORS' PRIORITY:

The recommended action is consistent with the Board's priority of *Delivering Efficient Public Services and Community Infrastructure* by televising Board of Supervisors and other Brown Act Meetings.

STAFFING IMPACT:

There is no staffing impact associated with this item.

CONTACT PERSON:

Patricia Hill Thomas, Chief Operations Officer, (209) 525-6333

ATTACHMENT(S):

1. Amendment No. 4

AMENDMENT NO. 4
to
**AGREEMENT FOR OPERATION OF GOVERNMENT AND EDUCATIONAL
PROGRAMMING ON ACCESS MODESTO 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 on the 4th day of March, 2003, as amended.

RECITALS:

WHEREAS, the Parties last amended the Agreement in 2016 to extend the term of the Agreement to June 30, 2017 and provide for an optional renewal term of one (1) year ;

WHEREAS, the Parties exercised the renewal term and the Agreement is currently set to expire on June 30, 2018;

WHEREAS, the parties have agreed to further 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 modified and 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 October 1, 2018. The parties agree that, unless either party provides at least thirty (30) days advanced, written notice, this term will automatically extend on a recurring, month-to-month basis (“Monthly Renewal Term”).

The Monthly Renewal Term shall not exceed a total of one year, to wit, will not continue after October 1, 2019.

During the Monthly Renewal Term, each month shall recur automatically. The Monthly Renewal Term may only be terminated on the 1st day of a month, after the terminating party has provided at least thirty (30) days advanced, written notice to the non-terminating party.

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

18. CITY agrees to accept from the COUNTY the sum of \$35,590.00 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 sum shall be paid on October 2, 2018, as follows:

Period Covered	Amount	Payment Date
7/2/2018 – 10/1/2018	\$35,590.00	10/2/2018

If the parties enter the Monthly Renewal Term pursuant to Paragraph 1 above, 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 in an amount not to exceed \$15,000.00 per month. The monthly payments during the Monthly Renewal Term shall be paid on dates set forth in the table below.


Period Covered	Amount	Payment Date
10/2/2018 – 11/1/2018	Not to Exceed \$15,000.00	11/2/2018
11/2/2018 – 12/1/2018	Not to Exceed \$15,000.00	12/2/2018
12/2/2018 – 1/1/2019	Not to Exceed \$15,000.00	1/2/2019
1/2/2019 – 2/1/2019	Not to Exceed \$15,000.00	2/2/2019
2/2/2019 – 3/1/2019	Not to Exceed \$15,000.00	3/2/2019
3/2/2019 – 4/1/2019	Not to Exceed \$15,000.00	4/2/2019
4/2/2019 – 5/1/2019	Not to Exceed \$15,000.00	5/2/2019
5/2/2019 – 6/1/2019	Not to Exceed \$15,000.00	6/2/2019
6/2/2019 – 7/1/2019	Not to Exceed \$15,000.00	7/2/2019
7/2/2019 – 8/1/2019	Not to Exceed \$15,000.00	8/2/2019
8/2/2019 – 9/1/2019	Not to Exceed \$15,000.00	9/2/2019
9/2/2019 – 10/1/2019	Not to Exceed \$15,000.00	10/2/2019

All payments shall be paid to the CITY within thirty (30) days from the applicable payment date. A one and one half-percent charge will be assessed on any late payment.

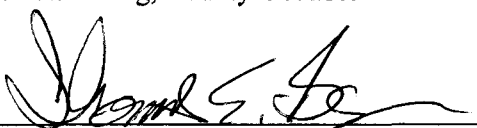
3. The parties agree that except as otherwise provided herein, each and every and all of the terms and conditions of the original Agreement between the parties shall continue in full force and effect. To the extent any terms of this Agreement and this Amendment shall conflict, the terms of this Amendment shall prevail.

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. 2018-²⁵¹ adopted by the Council of the City of Modesto on the ^{June} 26th day of , 2018, and the County of Stanislaus has caused this Amendment to Agreement to be executed by those of its employees duly authorized to do so.

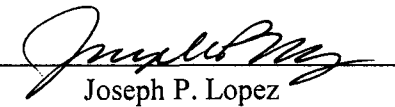
COUNTY OF STANISLAUS

By: 
Jody Hayes
Chief Executive Officer
BOS Resolution # 2018-0386

APPROVED AS TO FORM:

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

CITY OF MODESTO

By: 
Joseph P. Lopez
~~Interim~~ City Manager

ATTEST:

By: 
Stephanie Lopez, City Clerk

APPROVED AS TO FORM:

By: 
Adam U. Lindgren, City Attorney