Summary Title: Approval of Agreements with Media Center

Title: Request for Approval of: 1) Agreement Between the City of Palo Alto on Behalf of the Joint Powers and the Midpeninsula Community Media Center, Inc. for Public, Education, and Government Access Channel Support Services; 2) Amendment No. 1 to Agreement No. C05111535 Between the City of Palo Alto and Midpeninsula Community Media Center, Inc. in the Amount of $25,000 for Cablecasting and Other Production Services Through June 30, 2011 for a Total Amount Not to Exceed $125,000; 3) Agreement Between the City of Palo Alto and Midpeninsula Community Media Center, Inc. in the Amount of $100,000 for Cablecasting Services from July 1, 2011 Through June 30, 2014; and 4) Authorize the City Manager to Execute Amendments to the Cablecasting Services Agreement Between the City of Palo Alto and the Midpeninsula Community Media Center, Inc. for Additional Services in an Amount Not to Exceed $25,000 Per Year

From: City Manager

Lead Department: Administrative Services

RECOMMENDATION
Staff recommends that the City Council:

1) Approve an Agreement between the City of Palo Alto, representing the Joint Powers communities (Palo Alto, East Palo Alto, Menlo Park, the Town of Atherton and portions of San Mateo and Santa Clara counties), and the Midpeninsula Community Media Center, Inc. from July 1, 2011 through June 30, 2014, with the option to extend for two additional two-year periods, for public, education, and government access channel support services.

2) Approve Amendment No. 1 to Agreement No. C05111535 between the City of Palo Alto and the Midpeninsula Community Media Center, Inc., in the amount of $25,000, to cover cablecasting and other production services through June 30, 2011, for a total contract amount not to exceed $125,000.
3) Approve an Agreement between the City of Palo Alto and the Midpeninsula Community Media Center, Inc., in an amount not to exceed $100,000 per year, from July 1, 2011 through June 30, 2014, for cablecasting services.

4) Authorize the City Manager or his designee to execute one or more amendments to the Cablecasting Services Agreement between the City of Palo Alto and the Midpeninsula Community Media Center, Inc. for related, additional but unforeseen work which may develop during the year, in an amount not to exceed $25,000 per year. If the contingency is utilized, it would bring the total amount of the Cablecasting Services Agreement (in recommendation number three above) to $125,000.

BACKGROUND

In 1983, a Joint Powers Agreement (JPA) was entered into by Palo Alto, East Palo Alto, Menlo Park, the Town of Atherton and portions of San Mateo and Santa Clara counties for the purposes of obtaining cable television service for residents, businesses, and institutions within these jurisdictions. The JPA gives Palo Alto the sole authority to administer cable franchises and act on behalf of the JPA members. Cable franchise holders provide various forms of compensation (e.g., franchise fees; public, education, and government (PEG) access fees and local channels, etc.) to pay for the use of the JPA's public rights-of-way.

The City's Cable Television Ordinance provides that the City may designate a nonprofit access management entity (Access Corporation) to operate and administer its PEG facilities, equipment and channels. In 1991, the City Council designated the Mid-Peninsula Access Corporation (MPAC) as its Access Corporation. In 2000, as part of the sale of the Cable Co-op system to AT&T, a new nonprofit, the Silicon Valley Community Communications (SVCC) was formed. AT&T made a charitable donation of $17 million to SVCC. In August 2001, MPAC merged with SVCC and was renamed the Midpeninsula Community Media Center, Inc. (Media Center). Since that time, the Media Center has served as the Access Corporation for the JPA. In this role, the Media Center administers the JPA's seven PEG channels, broadcasts local community programs, offers video production classes and workshops to community members, and provides local election coverage. In 2010, the Media Center cablecast a total of 2,782 community programs and provided gavel-to-gavel coverage of 368 local government meetings. Palo Alto forwards all PEG access fees received from franchise holders (currently AT&T and Comcast) to the Media Center in support of these services. These PEG fees total approximately $325,000 on an annual basis.

The Media Center has used a portion of the AT&T charitable donation to purchase a new state-of-the-art facility (studio, video production and training facility) located at 900 San Antonio Road in Palo Alto. The donation monies are also used, on an ongoing basis, to fund a portion of the Media Center’s annual operating expenditures.

The JPA’s existing agreement with the Media Center expires on June 30, 2011. In addition, the City of Palo Alto has a separate agreement with the Media Center for cablecasting services in the amount of $100,000 per year. This agreement is also set to expire on June 30, 2011.
DISCUSSION
Access Corporation Agreement
Since the early 1990's the Media Center (formerly the Mid-Peninsula Access Corporation) has served as the Access Corporation for the JPA. Over the years, the Media Center has created a vibrant organization and built a top-notch studio and training facility that serves the JPA communities. Since the Media Center owns its video production facility and has ongoing income from the AT&T charitable donation to supplement its operating expenditures, there is a significant barrier to entry for any other provider of this service. Due to these circumstances, staff recommends that the City Council approve a new Access Organization agreement with Media Center on behalf of the JPA. The key terms are discussed below.

Term: The new agreement is for a three-year time period with the option to extend for two additional two-year periods. This term was established to coincide with the term of the Comcast franchise agreement, expiring in 2018. The AT&T franchise agreement expires in 2017.

Public Channel Administration: Operate and manage public access channel numbers 27, 28, and 30 for local community programming purposes. Community members use the public access channels to create and distribute programs that promote and celebrate individual expression, local achievements, education, cultural exchange, arts appreciation and civic engagement.

Government Channel Administration: Operate and manage government access channel numbers 26 and 29. These duties include coordinating JPA member requests for use of the channels, program scheduling, program acquisition and production, live unedited coverage of government meetings, replays of local agency meetings, channel publicity and maintenance of the scrolling cable text.

Education Channel Administration: The two education access channels (channel numbers 75 and 76) are operated and managed by Stanford University and De Anza Community College. The Media Center would only be called upon to manage these channels on an as needed basis.

Classes, Facilities & Equipment: Manage and maintain a video production studio, cameras, and editing equipment so that it is available for public use. Offer workshops in the techniques of video production and provide technical advice in the creation and execution of productions. Train and certify students to become community producers to create non-commercial programs for distribution on the public channels.

Annual Plan and Budget: Involve the JPA in the development of annual plans and budgets. Each year, the Media Center would submit its annual plan and budget to the City, outlining the activities and programs that are planned for the following fiscal year. The JPA would have an opportunity to comment on the plans and Media Center would take the comments into account when finalizing its annual plan and budget.
Standard Rates: The new agreement implements a new set of standard hourly rates that will be used by JPA member communities, schools, non-profits, and small businesses when contracting with Media Center for the creation and production of custom videos or for cablecasting government meetings. Examples of custom videos include: clips for websites, public service announcements, training videos, fundraising campaign messages, live event coverage, and documentaries. The Media Center’s existing rates are based on operating costs that included high facility rental expenses. With the SVCC merger and subsequent ownership of its facility, the Media Center has been able to reduce its operating costs. As a result, the Media Center has lowered some of its production and miscellaneous rates in the new agreement, while keeping all other rates unchanged.

Funding: The City would continue to pass along the entire PEG fee payment received from AT&T and Comcast to the Media Center. These fees are $.88 per subscriber per month, or approximately $325,000 annually.

Amendment to Existing Agreement
Staff requests that the Council approve an amendment to the existing agreement between the City of Palo Alto and the Media Center to cover cablecasting and other production services through June 30, 2011. This amendment adds $25,000 to the existing agreement, for a total of $125,000 in fiscal year 2010-11. This money is needed since there have been a larger number of (and longer starting at 6pm instead of 7pm) City Council and Council Committee meetings this fiscal year (e.g., new Rail Corridor Study Task Force, Council Rail Committee, etc.). In addition, this funding is to pay for coverage of the City Council retreat held in January 2011 and the Mayor’s State of the City address.

City of Palo Alto Cablecasting Services Agreement
Staff requests that Council approve a new agreement between the City of Palo Alto and the Media Center, in an amount not to exceed $100,000 per year, starting on July 1, 2011. This agreement funds: 1) cablecasting of Palo Alto City Council, Council Committee and Board and Commission meetings; 2) archiving webcasts of City meetings and hosting on them on the Media Center website; and 3) programming of Palo Alto special events, programs and activities. The Media Center will bill for these services monthly based upon the standard rates established in the Access Corporation agreement with the JPA. A contingency amount not to exceed $25,000 per year is requested to cover extended City meetings or additional production services requirements, if needed. If the contingency is used, it would bring the total contract amount to $125,000 per year.

RESOURCE IMPACT
Funds for the Access Corporation agreement come from PEG fee revenues (approximately $325,000 annually) received from AT&T and Comcast. Funds for the City of Palo Alto agreement are part of the Technology Fund’s FY 2011-12 Proposed Budget. These costs are offset by franchise fee revenues received from AT&T and Comcast, which amounted to $768,449 in calendar year 2010.
POLICY IMPLICATIONS
The recommendation is consistent with the City Council practice of funding PEG access services provided by the Access Corporation with PEG fee revenues received from cable franchise holders.

ENVIRONMENTAL REVIEW
This is not a project under the California Environmental Quality Act.

Attachments:

- Attachment A: Agreement Between the Media Center and the City of Palo Alto Representing the JPA for PEG Services (PDF)
- Attachment B: Amendment No. 1 to C05111535(PDF)
- Attachment C: Agreement between the Media Center and the City of Palo Alto for Cablecasting Services (PDF)

Prepared By: Melissa Cavallo, Financial Analyst
Department Head: Lalo Perez, Director
City Manager Approval: James Keene, City Manager
CONTRACT NO. __________
BETWEEN THE CITY OF PALO ALTO ON BEHALF OF THE
JOINT POWERS AND THE MIDPENINSULA COMMUNITY MEDIA
CENTER, INC. FOR PUBLIC, EDUCATION AND GOVERNMENT
ACCESS CHANNEL SUPPORT SERVICES

This AGREEMENT, dated __________, 2011, is entered into by and between
the CITY OF PALO ALTO, a California municipal corporation, ON BEHALF OF THE JOINT
POWERS ("City"), and the MIDPENINSULA COMMUNITY MEDIA CENTER, INC., a
California nonprofit corporation ("Media Center"), in reference to the following facts and
circumstances:

RECITALS:

1. The City is a party to the Amended and Restated Joint Exercise of Powers
   Agreement, dated June 23, 2008, and as hereinafter may be amended ("JPA Agreement"), by and
   between the Cities of Palo Alto, East Palo Alto and Menlo Park, the Town of Atherton and the
   Counties of San Mateo and Santa Clara (collectively, "Joint Powers" or "JPA"), and is
   authorized to act on behalf of the JPA members.

2. The City desires to provide support for the use of cable television public,
educational, and government ("PEG") access channels provided pursuant to federal, state and
   City law.

3. Pursuant to the Digital Infrastructure and Video Competition Act of 2006,
codified at Cal. Util. Code §§ 5800 et seq. ("DIVCA"), the California Public Utilities
   Commission ("CPUC") has granted separate video franchises to AT&T and Comcast to serve
   areas that include the jurisdictions of the JPA members. (AT&T, Comcast and any other entity
   franchised by the CPUC as a video service provider to provide video service within the
   jurisdictional area of any JPA member is hereinafter referred to individually as "Cable Company"
   and collectively as "Cable Companies").

4. DIVCA permits, and the City’s Cable Television Ordinance No. 4636,
adopted May 8, 2000, provides that (A) the City may designate a nonprofit access management
entity ("Access Corporation") to operate and administer PEG access facilities, equipment and
channels ("PEG Facilities" or "PEG Facilities and Channels," as appropriate), (B) certain channel
capacity shall be provided by Cable Companies for PEG access, (C) certain ongoing payments
shall be made by Cable Companies for PEG Facilities, and (D) certain services shall be provided
by Cable Companies to support the operations of the PEG Facilities and Channels.

5. By an Agreement between the City, on behalf of the JPA, and Silicon
   Valley Community Communications, Inc. ("SVCC"), dated July 24, 2000 ("City/SVCC
Agreement"), SVCC agreed, among other things, to make certain funds available to, and furnish certain services, facilities and equipment to, the Access Corporation.

6. By an Agreement of Merger, dated as of August 20, 2001 ("Merger Agreement"), by and between SVCC and Mid-Peninsula Access Corporation ("MPAC"), SVCC was merged into MPAC, with MPAC being the surviving corporation, and MPAC was subsequently renamed Media Center.

7. The City, by City Council resolution of October 22, 2001, has designated the Media Center as the Access Corporation to operate and manage the PEG Facilities and Channels.

8. Media Center has agreed to serve as the Access Corporation designated by the City and to serve the JPA community by providing PEG access facilities, programming and services.

NOW, THEREFORE, in consideration of the recitals and the following mutual covenants, terms and conditions, the parties agree:

SECTION 1. TERM OF AGREEMENT: TERMINATION

1.1 The term of this Agreement is three (3) years, commencing on July 1, 2011, unless it is terminated earlier, as provided in this Agreement.

1.2 This Agreement may be extended, by mutual agreement of the City and Media Center, in writing, for up to two (2) additional two-year periods.

1.3 On or before January 1, 2014, Media Center shall give the City written notice of its intention to seek an extension. If the Agreement is extended, on or before January 1, 2016, Media Center shall give written notice of its intention to seek an additional extension.

1.4 On or before March 31, 2014 (and March 31, 2016, if the Agreement is extended in 2014), the City shall respond to Media Center’s request for an extension, stating either the City’s decision to extend or not to extend. The City shall not be required to provide any reason for approving or denying Media Center’s request.

1.5 A party may terminate this Agreement for convenience, provided that party serves the other party with not less than one hundred eighty (180) days’ prior written notice.
SECTION 2. SCOPE OF SERVICES

2.1 In exchange for City agreeing to designate Media Center as the Access Corporation and for the funding provided by the City to Media Center pursuant to this Agreement, Media Center shall provide the services set forth in Sections 2.2-2.5.

2.2 With respect to the public access channel(s), Media Center shall:

(A) Operate and manage the public access cable channel(s) for public and community access programming purposes, including the primary purpose of administering, coordinating, and assisting on a nondiscriminatory basis requests by the public for use of the public access channel(s).

(B) Provide access to the use of the equipment, facilities, channels, and services provided hereunder on a non-discriminatory basis to all members of the community for non-commercial programming purposes, whether individuals, groups, or organizations, on a first-come, first-served nondiscriminatory basis, pursuant to operating rules promulgated by Media Center. Media Center shall provide access to equipment and facilities to all who satisfactorily complete training classes taught by Media Center or who receive certifications from Media Center which identify users who have satisfied training requirements through means other than that offered in Media Center training classes.

2.3 With regard to the educational access channel(s), it is understood that two educational access channels are currently managed and operated by Stanford University and De Anza Community College, respectively, and that those two institutions shall continue to do so with regard to each institution's respective channel until or unless the City otherwise directs Media Center to operate and manage those channels.

2.4 With regard to the governmental access channel(s), Media Center shall:

(A) Operate and manage the governmental access channel(s) for governmental purposes, including administrating, coordinating, scheduling, and assisting JPA members' requests for use of those channel(s). Media Center's governmental access channel responsibilities shall include program acquisition and production, program scheduling, live cablingcast of local agency meetings, coordination of replays of local agency meetings, channel publicity, publication and distribution of a governmental access channel(s) schedule, coordination of channel switching with TCI and any other Cable Company, and maintenance of cable scrolls.

(B) In consultation with the JPA members, develop guidelines for the scheduling and prioritization of governmental access programming requests by JPA members.

(C) Media Center shall charge JPA members according to the following schedule of rates in Exhibit A.
2.5 With regard to all PEG access channels generally, Media Center shall:

(A) Manage a video production studio, facility and equipment, and make such studio, facility and equipment available for PEG use at such times and dates as are reasonably determined by Media Center and are consistent with the lawful purpose of PEG access.

(B) Develop policies and procedures for the use and operation of PEG Facilities and Channels that are consistent with the lawful purpose of PEG access, and file such policies and procedures with the City.

(C) Operate and administer the PEG Facilities and Channels in compliance with applicable federal, state and City laws, rules, regulations, and in compliance with the CPUC video service franchises held by the Cable Companies.

(D) Train JPA residents and, upon request, City and school or college employees in the techniques of video production, and provide technical advice in the creation, development and execution of productions. The Media Center may charge JPA residents and school and college employees a nominal fee for such training.

(E) Provide for the playback/cablecasting of programs on the PEG access channel(s). Media Center shall cablecast, at a minimum, the following average numbers of hours of local original, replayed, and outside video-produced programming on the PEG channels:

(i) Fifty-six (56) hours per week on each activated public access channel;

(ii) After a reasonable start-up period, fifty-six (56) hours per week on each activated educational access channel which, subject to Section 2.3, the Media Center is responsible for operating and managing; and

(iii) Fifty-six (56) hours per week on each government access channel.

(F) Provide regular maintenance and repair of all video equipment purchased with monies received pursuant to this Agreement or received pursuant to City law and the Cable Companies’ CPUC video service franchises.

(G) Support special needs groups, including but not limited to the hearing impaired, in program production through training and other means.

(H) Actively promote the use and benefit of the PEG Facilities and Channels to cable subscribers, the public, PEG access users, and the Cable Companies.
(I) Undertake other PEG access programming activities and services as may be deemed appropriate by the City or Media Center and consistent with the obligation to facilitate and promote access programming and to provide non-discriminatory access.

SECTION 3. OPEN ACCESS TO CHANNELS

3.1 Media Center shall provide access to the PEG access channel(s) to eligible users regardless of their viewpoint, subject to FCC rules and regulations and other applicable laws. Neither the City, the Cable Companies, nor Media Center shall have the authority to control the content of programming placed on the public access channel(s) so long as such programming is lawful. Nothing in this Agreement shall be interpreted or construed to prevent Media Center, the City, or a Cable Company from producing or sponsoring programming, underwriting programming, or engaging in activities designed to promote the production of certain types of programming or use by targeted groups, consistent with applicable laws and rules governing the use of PEG channels. Media Center may promulgate and enforce policies and procedures that are designed to promote the local use of the channel(s) and make the programming accessible to the viewing public, consistent with such appropriate time, manner, and place regulations that provide for and promote the use of PEG Facilities and Channels.

SECTION 4. INDEMNITY; LIMITATION OF LIABILITY

4.1 Media Center shall indemnify and defend the City, and its elected and appointed officers and employees (an “Indemnified Party” or collectively “Indemnified Parties”), against any third-party claim (a) arising or resulting from or out of the failure to comply with any applicable laws, rules, regulations or other requirements of local, state or federal authorities, or (b) of libel, slander, invasions of privacy, or infringement of common law or statutory copyright, which claim, directly or indirectly, results from Media Center’s use, or Media Center’s supervision of use by others, of channels, funds, equipment, facilities or staff granted under this Agreement, City law or the Cable Companies’ CPUC video service franchises. Media Center shall pay any costs or damages finally awarded by a court of competent jurisdiction or agreed upon in settlement. Media Center’s obligation under this Section are contingent on Media Center receiving prompt notice of any claim from the applicable Indemnified Party, sole control of the defense and settlement of any dispute (provided that an Indemnified Party may participate in such defense with counsel of its own choice at its own cost), and reasonable cooperation, at Media Center’s sole expense, from the Indemnified Parties.

4.2 IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL OR INCIDENTAL DAMAGES, INCLUDING ANY LOST DATA AND LOST PROFITS, ARISING FROM OR RELATING TO THIS AGREEMENT, EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. MEDIA CENTER’S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT OR
TORT OR OTHERWISE, WILL NOT EXCEED $500,000. THIS SECTION DOES NOT LIMIT EITHER PARTY’S LIABILITY FOR BODILY INJURY OR PROPERTY DAMAGE.

SECTION 5. COPYRIGHTS

5.1 Before Media Center cablecasts video transmissions, Media Center shall require each person submitting, or responsible for submitting, material for cablecasting (a “Producer”) to agree, in writing, as follows:

(A) Each Producer shall obtain the rights to all materials that are cablecast and all clearances from broadcast stations, networks, sponsors, music licensing organizations, and without limiting the foregoing, any and all other persons as may be necessary to transmit the Producer’s program material over the PEG access channels that are operated and managed by Media Center; and

(B) Each Producer shall indemnify and hold harmless Media Center and the City, and their officers, agents, employees and volunteers from and against any and all claims, demands, or causes of action, including, without limitation, all liabilities, losses and damages, arising out of or resulting from the use or cablecasting of the Producer’s materials over the PEG access channel(s).

5.2 Media Center shall maintain for the term of the applicable statute of limitations copies of all Producer agreements required by Section 5.1 hereof, and shall make such Producer agreements available for City inspection on reasonable notice from the City.

5.3 Media Center shall own the copyright of any programs, which it may choose from time to time to produce. Copyright of programming produced by the public shall be held by such person(s) who produces said programming.

SECTION 6. DISTRIBUTION RIGHTS

6.1 Media Center shall require that all programs produced with funds, equipment, facilities, or staff granted under this Agreement shall be distributed on the channels whose use is authorized by this Agreement. This paragraph shall not be interpreted to restrict other distribution (beyond distribution on channels authorized by this Agreement), so long as such other distribution is consistent with any pertinent guidelines established in the PEG access operating policies and procedures and with applicable law.

SECTION 7. EQUIPMENT AND FACILITIES

7.1 Media Center shall be responsible for maintenance of all equipment and facilities owned, leased or loaned to it under this Agreement or purchased with funds provided pursuant to this Agreement, City law or the Cable Companies’ CPUC video service franchises.
7.2 Media Center shall own all equipment and facilities acquired by it and purchased with funds received pursuant to this Agreement, City law or the Cable Companies’ CPUC video service franchises. Upon the termination of this Agreement, any such equipment or facilities purchased with funds received pursuant to this Agreement, City law or the Cable Companies’ CPUC video service franchises shall become the property of the City.

7.3 Media Center shall, upon its dissolution and subject to the approval of the City, transfer all of its assets consisting of City-funded or Cable Company-funded equipment and facilities and the proceeds, if any, to the City, or at the City's option, to such entity or entities designated by the City to manage access, provided that any such entity or entities shall at the time of transfer qualify as a tax exempt organization(s) under Section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provisions of any future United States Internal Revenue Law).

SECTION 8. ADDITIONAL COMMITMENTS

8.1 For purposes of this Section 8, terms in initial capital letters and quotation marks shall have the meaning given to them in the City/SVCC Agreement, and the definition of such terms in the City/SVCC Agreement is incorporated herein by reference.

8.2 Throughout the term of this Agreement and in consideration of the City's agreement pursuant to Section 1.2 of the City/SVCC Agreement to terminate the City/SVCC Agreement, Media Center shall, at a minimum and in addition to Media Center's other obligations hereunder, make the following facilities available for, and devote the following resources to, the acquisition, maintenance and operation of PEG Facilities and Channels for the benefit of the JPA Communities:

(A) Media Center shall maintain and, as necessary, acquire and maintain the "Subleased Facilities", the "New Subleased Facilities", the "Existing Equipment", and the "New Equipment". These facilities and equipment shall, at a minimum, meet the specifications set forth in Sections 2.4-2.9 and Exhibits A and B of the City/SVCC Agreement.

(B) Media Center shall, at a minimum, devote the amount of any remaining "Current Funds" and "Contingent Funds" to the acquisition, maintenance and operation of the PEG Facilities and Channels.

SECTION 9. INSURANCE

9.1 Media Center shall obtain and maintain at its sole cost and expense in full force and effect at all times during the term of this Agreement the insurance as required by this Agreement. The cost of insurance may be included in Media Center's annual budget.
(A) Commercial general liability insurance, including protective, completed operations and broad form contractual liability, property damage and personal injury coverage, and comprehensive automobile liability including owned, hired, and non-owned automobile coverage. The limits of such coverage shall be (1) bodily injury including death, $1,000,000 for each person, each occurrence and aggregate; (2) property damage, $1,000,000 for each occurrence and aggregate.

(B) Fire All Risk Insurance on all equipment and facilities, including fixtures, funded in whole or in part under this Agreement or any franchise agreement with a Cable Company to the value of their replacement cost. The insurance shall include, at a minimum, insurance against loss or damage caused by or beyond the user's control, theft, fire or natural catastrophe. The City shall be shown as lien holder on all policies and certificates.

(C) Full Workers' Compensation Insurance and Employer's Liability within statutory limits as required by California law with one or more insurance carriers with a Best's Key Rating Guide rating of A:VII or higher, which are admitted to transact insurance business in California, and are otherwise satisfactory to the City.

(D) Cablecasters' Errors and Omissions Insurance in an amount not less than $1,000,000, each occurrence and aggregate covering the content of productions which are cablecast on the access channel(s) in, at a minimum, the following areas: libel and slander; copyright or trademark infringement; infliction of emotional distress; invasion of privacy; plagiarism; and the misuse of musical or literary materials.

(E) With the exception of workers' compensation and employer's liability insurance, the City shall be named as an additional insured on all aforementioned insurance coverage with respect to Media Center's performance under this Agreement. The policies shall provide that no cancellation, major change in coverage or expiration may be affected by the insurance company or Media Center without first giving the City thirty (30) days written notice prior to the effective date of such cancellation or change in coverage. Any insurance or self-insurance maintained by the City, its officers, agents, employees, or volunteers shall be in excess of the Media Center insurance and shall not contribute to it.

(F) Media Center shall file with the City proof of insurance coverage as follows: (1) Commercial General Liability and Workers' Compensation upon the commencement of the employment of the Executive Director; (2) equipment insurance upon the acquisition of any equipment; (3) cablecasters' error and omission insurance within thirty (30) days of the commencement of cablecasting of programming on the designated access channels.
SECTION 10. NONDISCRIMINATION

10.1 Media Center shall not discriminate against any person, employee or applicant for employment or subcontractor on the basis of race, color, creed, religion, sex, sexual preference, marital status, ancestry, national origin or physical or mental handicap.

10.2 Media Center shall not discriminate in the delivery of services on the basis on race, color, creed, religion, sex, sexual preference, marital status, ancestry, national origin or physical or mental handicap.

SECTION 11. INDEPENDENT CONTRACTOR

11.1 It is understood and agreed that Media Center is an independent contractor and that no relationship of principal and agent or employer and employee exists between the City and Media Center. If in the performance of this Agreement any third persons are employed by Media Center, such persons shall be entirely and exclusively under the control, direction and supervision of Media Center. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment shall be determined by Media Center, and the City shall have no right or authority over such persons or terms of employment.

SECTION 12. ASSIGNMENT

12.1 Neither this Agreement, nor any interest herein, nor control of Media Center shall be assigned, encumbered or transferred by Media Center or its current board or members to any other person, either directly or indirectly, except as may be expressly authorized in writing by the City prior to any such assignment, encumbrance or transfer.

SECTION 13. ANNUAL REPORTS

13.1 Prior to June 30 of each fiscal year, Media Center shall submit to the City an annual report for the preceding fiscal year (January 1 – December 31), which shall contain, at a minimum, the following information:

(A) Statistics on programming and services provided;

(B) Current and complete listing of Media Center’s Board of Directors and officers; and

(C) Year-end financial statements, including a balance sheet, and sources and uses of funds statement and an income statement.
SECTION 14. RECORDS

14.1 Media Center shall maintain all necessary books and records, in accordance with generally accepted accounting principles.

14.2 Upon receipt of a reasonable request of the City, Media Center shall, at any time during its normal business hours, make available to the City or its agents or representatives all of its records with respect to all matters covered by this Agreement.

SECTION 15. FUNDING AND OTHER RESOURCES

15.1 Subject to, and consistent with, the terms and conditions of this Agreement, the City agrees to make the following funds and other resources available to Media Center:

(A) The City agrees to permit Media Center to manage that certain channel capacity that is dedicated for PEG access use by the Cable Companies for PEG access programming purposes.

(B) In accordance with DIVCA, City law, and the federal Cable Communications Policy Act of 1984, as amended, 47 U.S.C. §§ 521 et seq. ("Cable Act"), AT&T, Comcast and any other Cable Company shall provide ongoing funding to the City, equivalent to $0.88 per residential subscriber per month ("PEG Fee"), which the City will provide to Media Center within forty-five (45) days after the City receives such funds from AT&T and Comcast for so long as Media Center is designated by the City as the Access Corporation. Media Center shall use the funds generated from the PEG Fee only in a manner consistent with DIVCA and the Cable Act, such that the PEG Fee shall not be construed to be a "franchise fee" within the meaning of the Cable Act, 47 U.S.C. § 542(g), and as it may hereinafter be amended.

15.2 The provisions of this Agreement, including this Section 15, are subject to the fiscal provisions of the City Charter and the City Code.

SECTION 16. ANNUAL PLAN AND BUDGET

16.1 On or before December 15 of each fiscal year in which this Agreement is in effect, Media Center shall provide to the City an annual plan and budget, outlining the activities and programs that are planned for the following fiscal year with funds and channel(s) received from the City.

On or before December 31 of each fiscal year, the City may comment upon Media Center’s annual plan and budget, and Media Center shall take the City’s comments into account when it finalizes the annual plan and budget.
Media Center will consult with the City when considering any major changes in the direction of its budgeted activities and programs.

SECTION 17. RECEIPT AND EXPENDITURE OF FUNDS

17.1 Media Center shall spend funds received from the City and the Cable Companies solely for the purposes listed in its annual plan and budget and in accordance with this Agreement. Funds that are not expended in the year covered by the annual plan and budget may be carried over by Media Center into succeeding years. Upon the expiration or termination of this Agreement, all funds received from the City and the Cable Companies and not spent by Media Center shall be returned to the City within thirty (30) of the expiration date or termination date. Media Center shall establish all reasonably necessary fiscal control and accounting procedures to assure the proper disbursement and accounting of funds received from the City.

SECTION 18. DEFAULT; REMEDIES FOR DEFAULT

18.1 Media Center shall be in default of this Agreement if it fails to perform any of its material obligations under this Agreement. If Media Center fails to cure a default within forty-five (45) days, the City shall give written notice to Media Center that it has materially breached this Agreement, and the notice of termination shall become effective on the date specified in the notice by the City.

18.2 Section 18.1 notwithstanding, Media Center shall be in immediate default of this Agreement if any of its officers, employees, or agents misappropriates public funds provided to Media Center under this Agreement by the City or any Cable Company pursuant to City law or the Cable Company’s CPUC video service franchise, or if it fails to obtain and maintain its tax exemption status under Section 501(c)(3) of the Internal Revenue Code of 1986.

18.3 Upon the termination of this Agreement, Media Center shall immediately transfer to the City all equipment, real property, fixtures, contracts, leases, deposit accounts or other assets received by or purchased by Media Center with funds received pursuant to this Agreement, City law or the Cable Companies’ CPUC video service franchises.

SECTION 19. NOTICES

19.1 All notices and other communications to be given by either party may be given, in writing, by depositing the same in the United States mail, postage prepaid and addressed to the appropriate party, as follows:

To City: Office of the City Clerk
City of Palo Alto
Post Office Box 10250
Palo Alto, CA 94303
To Media Center: Midpeninsula Community Media Center, Inc.
900 San Antonio Road
Palo Alto, CA 94303

19.2 Any party may change its address for notice by written notice to the other party at any time.

SECTION 20. MISCELLANEOUS PROVISIONS

20.1 Time is of the essence in this Agreement in the performance of all covenants, terms and conditions of this Agreement.

20.2 Each party agrees to execute all documents and do all things necessary and appropriate to carry out the provisions of this Agreement.

20.3 This Agreement shall be governed and interpreted in accordance with the laws of the State of California, without regard to its conflicts of law rules or principles.

20.4 This Agreement is the entire agreement of the parties and supersedes all prior negotiations and agreements whether written or oral. This Agreement may be amended only by written agreement and no purported oral amendment to this Agreement shall be valid.

20.5 Except to the extent that certain terms and specifications of the City/SVCC Agreement are incorporated by reference in Section 8 hereof, the City/SVCC Agreement is hereby terminated.
IN WITNESS WHEREOF, the parties by their duly appointed representatives have executed this Agreement as of the date written above.

ATTEST:

City Clerk

CITY OF PALO ALTO

Mayor

APPROVED AS TO FORM:

Senior Asst. City Attorney

By: 

Barbara Nogarcic

Title: President

Assistant City Manager

By:

Joanne Reed

Title: Vice President

Director of Administrative Services

Taxpayer Identification No.

77-0095021

Risk Manager
EXHIBIT A

Media Center shall charge JPA Members according to the following schedule of rates for performing the following services related to governmental access programming:

Meeting Coverage (three hour minimum):
City Hall Video Coverage: $87 per hour
Single Camera Coverage with City equipment at location: $87 per hour
Single Camera Coverage with Media Center equipment: $100 per hour
Remote video coverage with the studio in a box. Crew of 3 requires 4.0 hrs/set up, plus breakdown and transportation time (minimum of 2 hrs of meeting coverage) $225 per hour

Cancellation fee (for a JPA member's cancellation of scheduled Media Center coverage without 24 hours' prior notice the Media Center): $225 flat fee

Additional Services:
Web indexing and archiving: $160 per meeting
Server storage for archived meetings: $135 per month
Video clip preparation: $50 per hour
I-Net Services: $100 per hour
Program Development:
Site visit and planning: $50 per hour
Videography with equipment: $100 per hour
Editing: $65 per hour
Hosting and preparation: $50 per hour
Studio crew per person: $40 per hour

Duplication of videotapes/DVD’s of meetings:
Meetings under two hours $20 per dup
Meetings over two hours $30 per dup

The foregoing rates shall remain unchanged though December 31, 2011. Thereafter, the Media Center may increase these rates, no more often than once per calendar year, provided that, absent the prior consent of the City, any such increase in rates shall not exceed the amount of the increase in the Consumer Price Index – All Urban Consumers for the San Francisco-Oakland-San Jose MSA during the preceding calendar year.
AMENDMENT NO. 1 TO AGREEMENT NO. C05111535
BETWEEN THE CITY OF PALO ALTO AND
MIDPENINSULA COMMUNITY MEDIA CENTER INCORPORATED

This Amendment No. 1 To Agreement No. C05111535 ("Agreement") is
entered into July 1, 2005, by and between the CITY OF PALO ALTO -
("CITY"), and Midpeninsula Community Media Center, Inc. located at
900 San Antonio Road, Palo Alto, California.

RECITALS:

WHEREAS, the Agreement was entered into between the
parties for the provision Cable Casting and other Production
Services; and

WHEREAS, the parties wish to amend the Agreement;

NOW, THEREFORE, in consideration of the covenants, terms,
conditions, and provisions of this Amendment, the parties agree:

SECTION 2.4. The section entitled "Services and
Compensation" is hereby amended to read as follows:

Cable Casting

Cable Casting current annual value is $65,000
Cable Casting annual value is increased $15,000
Revised Not-to-Exceed Value $80,000

Other Production Services

Other Production Services current value $35,000
Other Production Services value increase $10,000
Revised Not-To-Exceed Value $45,000

New Revised Not-To-Exceed Value
Current Contract NTE Value is $100,000
Revised Contract NTE Value $125,000
Net Change of this Contract Amendment $25,000

Except as herein modified, all other provisions of the Agreement, including any exhibits and subsequent amendments thereto, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have by their duly authorized representatives executed this Amendment on the date first above written.

APPROVED:

City Manager

APPROVED AS TO FORM:

Senior Asst. City Attorney

MIDPENINSULA COMMUNITY MEDIA CENTER INCORPORATED

By: [Signature]

Name: BARBARA NORMANSTAD

Title: PRESIDENT

Amend.agr
Rev. July 31, 1998
CONTRACT NO.
BETWEEN THE CITY OF PALO ALTO, CALIFORNIA AND
THE MIDPENINSULA COMMUNITY MEDIA CENTER, INC.
FOR CABLECASTING SERVICES

This AGREEMENT, dated ____________, 2011, is entered into by and between the CITY OF PALO ALTO, a California municipal corporation ("City"), and the MIDPENINSULA COMMUNITY MEDIA CENTER, INC., a California nonprofit corporation ("Media Center"), in reference to the following facts and circumstances:

RECITALS:

1. The City is a party to the Amended and Restated Joint Exercise of Powers Agreement, dated June 23, 2008, and as hereinafter may be amended ("JPA Agreement"), by and between the Cities of Palo Alto, East Palo Alto and Menlo Park, the Town of Atherton and the Counties of San Mateo and Santa Clara (collectively, "Joint Powers" or "JPA"), and is authorized to act on behalf of the JPA members.

2. The City desires to provide support for the use of cable television public, educational, and government ("PEG") access channels provided pursuant to federal, state and City law.

3. Pursuant to the Digital Infrastructure and Video Competition Act of 2006, codified at Cal. Util. Code §§ 5800 et seq. ("DIVCA"), the California Public Utilities Commission ("CPUC") has granted separate video franchises to AT&T and Comcast to serve areas that include the jurisdictions of the JPA members. (AT&T, Comcast and any other entity franchised by the CPUC as a video service provider to provide video service within the jurisdictional area of any JPA member is hereinafter referred to individually as "Cable Company" and collectively as "Cable Companies").

4. DIVCA permits, and the City’s Cable Television Ordinance No. 4636, adopted May 8, 2000, provides that (A) the City may designate a nonprofit access management entity ("Access Corporation") to operate and administer PEG access facilities, equipment and channels ("PEG Facilities" or "PEG Facilities and Channels," as appropriate), (B) certain channel capacity shall be provided by Cable Companies for PEG access, (C) certain ongoing payments shall be made by Cable Companies for PEG Facilities, and (D) certain services shall be provided by Cable Companies to support the operations of the PEG Facilities and Channels.

5. By an Agreement between the City and Mid-Peninsula Access Corporation ("MPAC"), dated June 25, 2001, MPAC agreed to provide certain services to the City relating to support of City governmental access programming.

6. By an Agreement of Merger, dated as of August 20, 2001 ("Merger Agreement"), by and between Silicon Valley Community Communications, Inc. ("SVCC"), and
MPAC, SVCC was merged into MPAC, with MPAC being the surviving corporation, and MPAC was subsequently renamed Media Center.

7. The City, by City Council resolution of October 22, 2001, has designated the Media Center as the Access Corporation to operate and manage the PEG Facilities and Channels.

8. By an Agreement between the City and the Media Center, dated June 20, 2005, and expiring on June 30, 2011, Media Center agreed to provide certain services to the City and the JPA relating to support of PEG and City governmental access programming.

9. Media Center has agreed to continue to serve as the Access Corporation designated by the City and to serve the JPA community by providing PEG access facilities, programming and services.

10. The City wishes Media Center to continue to provide, and Media Center wishes to provide, to the City certain services relating to and supporting the development, production and cablecasting of City governmental access programming.

NOW, THEREFORE, in consideration of the recitals and the following mutual covenants, terms and conditions, the parties agree:

SECTION 1. TERM OF AGREEMENT; TERMINATION

1.1 The term of this Agreement is three (3) years, commencing on July 1, 2011, unless it is terminated earlier, as provided in this Agreement.

1.2 Either party may terminate this Agreement for convenience, provided that party serves the other party with not less than one hundred eighty (180) days’ prior written notice.

SECTION 2. SCOPE OF SERVICES AND COMPENSATION

2.1 General. Media Center’s work for the City shall be scheduled at the City’s convenience based on the deadlines mutually agreed to between the Media Center and the City. Absence of Media Center staff will not justify failure to comply with deadlines. Media Center will provide technical expertise and trained staff for City projects. Media Center will operate and maintain equipment for City projects.

2.2 Administration. The Media shall maintain online archives of City meetings, field shoots and studio shoots to provide for their safe and efficient storages. The Media Center shall maintain a backup library of DVDs of city meetings for a period of one year.
2.3 **Marketing and Publicity.** Media Center will provide marketing and publicity of City programs, including but not limited to, newspaper ads and television announcements. The City will augment this publicity as needed.

2.4 **Services and Compensation.**

2.4.1 **Cablecasting services:** Media Center shall cablecast all City Council and Council Committee meetings as set forth in Exhibit A, attached hereto and made a part hereof. These meetings will be aired on Government Access Channel 26. Media Center shall bill the City on a monthly basis, at the hourly rates set forth in Exhibit B, attached hereto made a part hereof, for actual cablecasting hours.

2.4.2 **Other services:** Media Center shall provide indexing and archiving web services, including indexing and archiving City meetings and hosting them on the Media Center website. Media Center shall also provide video production and I-Net services as needed. Media Center shall bill the City on a monthly basis for hours associated with these services, in accordance with the hourly rates set forth in Exhibit B.

2.4.2.1. **Other productions and special events.**

(A) The City will provide a minimum of three (3) weeks notice of its desire to have other productions and special events videotaped for later use. Subject to any pre-existing contractual obligations and equipment availability, Media Center shall provide the services requested by the City.

2.4.3 **Compensation:** The total amount of Media Center’s billings shall not exceed One Hundred Thousand Dollars ($100,000) per year.

2.4.4. **Prompt Payment.** The City will pay the Media Center within thirty (30) days of receipt of a proper invoice from the Media Center.

**SECTION 3. INDEMNITY; LIMITATION OF LIABILITY**

3.1 Media Center shall indemnify and defend the City, and its elected and appointed officers and employees (an “Indemnified Party” or collectively “Indemnified Parties”), against any third-party claim (a) arising or resulting from or out of the failure to comply with any applicable laws, rules, regulations or other requirements of local, state or federal authorities, or (b) of libel, slander, invasions of privacy, or infringement of common law or statutory copyright, which claim, directly or indirectly, results from Media Center’s use, or Media Center’s supervision of use by others, of channels, funds, equipment, facilities or staff granted under this Agreement or any franchise agreement. Media Center shall pay any costs or damages finally awarded by a court of competent jurisdiction or agreed upon in settlement. Media Center’s obligation under this Section are contingent on Media Center receiving prompt notice of any claim from the applicable Indemnified Party, sole control of the defense and settlement of any dispute (provided that an Indemnified Party may participate in such defense with counsel of its
own choice at its own cost), and reasonable cooperation, at Media Center’s sole expense, from the Indemnified Parties.

3.2 IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL OR INCIDENTAL DAMAGES, INCLUDING ANY LOST DATA AND LOST PROFITS, ARISING FROM OR RELATING TO THIS AGREEMENT, EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. MEDIA CENTER’S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED $500,000. THIS SECTION DOES NOT LIMIT EITHER PARTY’S LIABILITY FOR BODILY INJURY OR PROPERTY DAMAGE.

SECTION 4. COPYRIGHTS

4.1 The City shall own the copyright of any programs created or produced as a result of this Agreement, and the Media Center shall make no claim of copyright or ownership of any such programming.

SECTION 5. DISTRIBUTION RIGHTS

5.1 Unless otherwise directed by the City, Media Center shall ensure that all programs produced under this Agreement shall be distributed on the governmental access channel(s). This paragraph shall not be interpreted to restrict other distribution (beyond distribution on the channel(s) authorized by this Agreement), so long as such other distribution is with the prior written consent of the City and consistent with any pertinent guidelines established by the City, applicable PEG access operating policies and procedures, and applicable law.

SECTION 6. INSURANCE

6.1 Media Center shall obtain and maintain at its sole cost and expense in full force and effect at all times during the term of this Agreement the insurance as required by this Agreement.

(A) Commercial general liability insurance, including protective, completed operations and broad form contractual liability, property damage and personal injury coverage, and comprehensive automobile liability including owned, hired, and non-owned automobile coverage. The limits of such coverage shall be: (1) bodily injury including death, $1,000,000 for each person, each occurrence and aggregate; (2) property damage, $1,000,000 for each occurrence and aggregate.

(B) Fire All Risk Insurance on all equipment and facilities, including fixtures, funded in whole or in part under this Agreement or any franchise agreement with a Cable Company to the value of their replacement cost. The insurance shall include, at a minimum,
insurance against loss or damage caused by or beyond the user's control, theft, fire or natural
catastrophe. The City shall be shown as lien holder on all policies and certificates.

(C) Full Workers' Compensation Insurance and Employer’s Liability within
statutory limits as required by California law with one or more insurance carriers with a Best's
Key Rating Guide rating of A:VII or higher, which are admitted to transact insurance business in
California, and are otherwise satisfactory to the City.

(D) Cablecasters’ Errors and Omissions Insurance in an amount not less than
$1,000,000, each occurrence and aggregate covering the content of productions which are
cablecast on the access channel(s) in, at a minimum, the following areas: libel and slander;
copyright or trademark infringement; infliction of emotional distress; invasion of privacy;
plagiarism; and the misuse of musical or literary materials.

(E) With the exception of workers’ compensation and employer’s liability
insurance, the City shall be named as an additional insured on all aforementioned insurance
coverage with respect to Media Center’s performance under this Agreement. The policies shall
provide that no cancellation, major change in coverage or expiration may be affected by the
insurance company or Media Center without first giving the City thirty (30) days written notice
prior to the effective date of such cancellation or change in coverage. Any insurance or self-
insurance maintained by the City, its officers, agents, employees, or volunteers shall be in excess
of the Media Center insurance and shall not contribute to it.

(F) Media Center shall file with the City proof of insurance coverage as follows:
(1) Commercial General Liability and Workers' Compensation upon the commencement of the
employment of the Executive Director; (2) equipment insurance upon the acquisition of any
equipment; (3) cablecasters' error and omission insurance within thirty (30) days of the
commencement of cablecasting of programming on the designated access channels.

SECTION 7. NONDISCRIMINATION

7.1 Media Center shall not discriminate against any person, employee or
applicant for employment or subcontractor on the basis of race, color, creed, religion, sex, sexual
preference, marital status, ancestry, national origin or physical or mental handicap.

7.2 Media Center shall not discriminate in the delivery of services on the basis
on race, color, creed, religion, sex, sexual preference, marital status, ancestry, national origin or
physical or mental handicap.

SECTION 8. INDEPENDENT CONTRACTOR

8.1 It is understood and agreed that Media Center is an independent contractor
and that no relationship of principal and agent or employer and employee exists between the City
and Media Center. If in the performance of this Agreement any third persons are employed by
Media Center, such persons shall be entirely and exclusively under the control, direction and
supervision of Media Center. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment shall be determined by Media Center, and the City shall have no right or authority over such persons or terms of employment.

SECTION 9. ASSIGNMENT

9.1 Neither this Agreement, nor any interest herein, nor control of Media Center shall be assigned, encumbered or transferred by Media Center or its current board or members to any other person, either directly or indirectly, except as may be expressly authorized in writing by the City prior to any such assignment, encumbrance or transfer.

SECTION 10. RECORDS

10.1 Media Center shall maintain all necessary books and records, in accordance with generally accepted accounting principles.

10.2 Upon receipt of a reasonable request of the City, Media Center shall, at any time during its normal business hours, make available to the City or its agents or representatives all of its records with respect to all matters covered by this Agreement.

SECTION 11. CONDITION ON CITY PAYMENT

11.1 The provisions of this Agreement are subject to the fiscal provisions of the City Charter and the City Code. This Agreement will terminate without any penalty (a) at the end of any City fiscal year in the event that funds are not appropriated for the following fiscal year, or (b) at any time within the City's fiscal year in the event that funds are only appropriated for a portion of the fiscal years and funds for this Agreement are no longer available.

SECTION 12. DEFAULT: REMEDIES FOR DEFAULT

12.1 Media Center shall be in default of this Agreement if it fails to perform any of its material obligations under this Agreement. If Media Center fails to cure a default within forty-five (45) days, the City shall give written notice to Media Center that it has materially breached this Agreement, and the notice of termination shall become effective on the date specified in the notice by the City.

12.2 Section 12.1 notwithstanding, Media Center shall be in immediate default of this Agreement if any of its officers, employees, or agents misappropriates public funds provided to Media Center under this Agreement by the City or any Cable Company pursuant to a franchise agreement, or if it fails to obtain and maintain its tax exemption status under Section 501(c)(3) of the Internal Revenue Code of 1986.
SECTION 13. NOTICES

13.1 All notices and other communications to be given by either party may be given, in writing, by depositing the same in the United States mail, postage prepaid and addressed to the appropriate party, as follows:

To City: Office of the City Clerk
City of Palo Alto
Post Office Box 10250
Palo Alto, CA 94303

To Media Center: Midpeninsula Community Media Center, Inc.
900 San Antonio Road
Palo Alto, CA 94303

13.2 Any party may change its address for notice by written notice to the other party at any time.

SECTION 14. MISCELLANEOUS PROVISIONS

14.1 Time is of the essence in this Agreement in the performance of all covenants, terms and conditions of this Agreement.

14.2 Each party agrees to execute all documents and do all things necessary and appropriate to carry out the provisions of this Agreement.

14.3 This Agreement shall be governed and interpreted in accordance with the laws of the State of California, without regard to its conflicts of law rules or principles.

14.4 This Agreement is the entire agreement of the parties and supersedes all prior negotiations and agreements whether written or oral. This Agreement may be amended only by written agreement and no purported oral amendment to this Agreement shall be valid.
IN WITNESS WHEREOF, the parties by their duly appointed representatives have executed this Agreement as of the date written above.

ATTEST:

______________________________
City Clerk

APPROVED AS TO FORM:

______________________________
Senior Asst. City Attorney

APPROVED:

______________________________
Assistant City Manager

______________________________
Director of Administrative Services

______________________________
Risk Manager

CITY OF PALO ALTO

______________________________
Mayor

MIDPENINSULA COMMUNITY MEDIA CENTER, INC.

By: ____________________________
Name: Barbara Norberg
Title: President

By: ____________________________
Name: Joanne Reed
Title: Vice President

Taxpayer Identification No.

77-0095021
EXHIBIT A

Council and Council Committee Meetings to be Cablecast by the Media Center

Media Center shall cablecast the following meetings:

- All Palo Alto City Council meetings held in the City Council Chambers or Council Conference Room

- All Palo Alto Planning and Transportation Commission meetings held in the City Council Chambers or Council Conference Room

- All Palo Alto Utility Advisory Commission meetings held in the City Council Chambers or Council Conference Room

- All Palo Alto City Council Finance Committee meetings held in the City Council Chambers or Council Conference Room

- All Palo Alto City Council Policy and Services Committee meetings held in the City Council Chambers or Council Conference Room

- All Palo Alto Architectural Review Board meetings held in the City Council Chambers or Council Conference Room

- All Palo Alto Historic Resources Board meetings held in the City Council Chambers or Council Conference Room

- All Human Relations Commission meetings held in the City Council Chambers or Council Conference Room

- All Library Advisory Commission meetings held in the City Council Chambers or Council Conference Room

- All Parks and Recreation Commission meetings held in the City Council Chambers or Council Conference Room

- All Public Arts Commission meetings held in the City Council Chambers or Council Conference Room

- All Infrastructure Blue Ribbon Commission meetings held in the City Council Chambers or Council Conference Room
• All High Speed Rail Committee meetings held in the City Council Chambers or Council Conference Room.

• Any special meetings as requested by the Palo Alto City Council or Palo Alto City Manager or his designee, that are held in the City Council Chambers or Conference Room, provided five working days notice is given.
EXHIBIT B

Media Center shall charge the City according to the following schedule of rates for performing the following services related to governmental access programming:

Meeting Coverage (three hour minimum):
City Hall Video Coverage: $87 per hour
Single Camera Coverage with City equipment at location: $87 per hour
Single Camera Coverage with Media Center equipment: $100 per hour
Remote video coverage with the studio in a box. Crew of 3 requires 4.0 hrs/set up, plus breakdown and transportation time (minimum of 2 hrs of meeting coverage) $225 per hour
Cancellation fee (for a JPA member's cancellation of scheduled Media Center coverage without 24 hours' prior notice the Media Center): $225 flat fee

Additional Services:
Web indexing and archiving: $160 per meeting
Server storage for archived meetings: $135 per month
Video clip preparation: $50 per hour
I-Net Services $100 per hour
Program Development:
Site visit and planning: $50 per hour
Videography with equipment: $100 per hour
Editing: $65 per hour
Hosting and preparation: $50 per hour
Studio Crew per person $40 per hour

Duplication of videotapes/DVD's of meetings:
Meetings under two hours $20 per dup
Meetings over two hours $30 per dup

The foregoing rates shall remain unchanged though December 31, 2011. Thereafter, the Media Center may increase these rates, no more often than once per calendar year, provided that, absent the prior consent of the City, any such increase in rates shall not exceed the amount of the increase in the Bay Area Consumer Price Index - All Urban Consumers for the San Francisco-Oakland-San Jose MSA - during the preceding calendar year.