

## CCTV-CITY SERVICES AGREEMENT

The County of Contra Costa, a political subdivision of the State of California ("County"), and the City of \_\_\_\_\_, a municipal corporation in the County ("City"), enter into this CCTV-City Services Agreement ("Agreement") effective as of \_\_\_\_\_ ("Effective Date").

Contra Costa Television ("CCTV"), a division of the Office of Communications & Media (OCM), is a public service of the Board of Supervisors committed to producing and televising quality programming on issues of countywide interest or concern.

City and County have franchise agreements with cable television operators, currently Comcast, Astound and AT&T. The franchise agreements require the cable operators to provide PEG channels. CCTV manages and operates six PEG access channels (CCTV, City Channel, Delta TV, Hercules Channel, edTV, and the Community Access Channel). The City desires to have access to the channels to produce, cablecast, and otherwise broadcast programming provided by eligible users.

**NOW, THEREFORE**, in consideration of the terms and conditions contained herein, the City and County agree as follows:

### 1) Definitions.

- a) "Public, Educational, or Governmental (PEG)" use means public access channels available for use by the general public, educational access channels available to educational institutions for educational programming, and governmental access channels available to local governments for local government programming.
- b) "Production services" are defined as operations of video and audio equipment to produce video and signage content. This might include streaming or broadcast services.
- c) "PEG channel management services" are defined as providing use of PEG channels for the broadcast of eligible content from eligible users.
- d) "Digital signage" is defined as use of on-screen digital information display systems that allow for user-based remote and automated information publishing.
- e) "Service Rate" is defined as the mean hourly rate of current Office of Communications and Media (OCM) employee salaries and benefits, including indirect overhead, as calculated by the County annually and communicated to the City.
- f) "Over-the-Top" (OTT) is defined as application-based and web streaming services. Examples include Roku, Apple TV, Amazon Fire Stick, and other online delivery.

### 2) Scope of Services.

- a) Base Services: CCTV will provide the following base services ("Base Services"):
  - i) CCTV shall provide channel management services for all PEG access channels, which include:

- Program scheduling, including publication of the schedule to electronic program guides.
  - Programming services, including playback of recorded content and live retransmission.
  - Maintenance of a library of CCTV-produced content and other community-produced content.
  - Management of a digital signage system that displays bulletin board announcements for each channel.
  - P, E and G User management.
- ii) Management of a website to promote and facilitate the effective use of PEG channels and local content.
- iii) Video on Demand, Over the Top (OTT), and streaming support services, which include:
- (1) Online publication of Government and Educational Access content (see “PEG use” as defined above); and
  - (2) Management of application-based content distribution for OTT services.
- iv) Minor production and infrastructure support services to facilitate the effective use of the PEG channels, to include:
- (1) Video preparation (examples include trimming, rendering, re-formatting, and file replacement.)
  - (2) Management of administrative accounts for digital signage users and basic uploaded bulletin scheduling support.
  - (3) Facilitation of high-quality video signal transport from City or community locations.
- b) Additional services: Upon request by the City, the County may provide services beyond the Base Services (“Additional Services”) for an hourly rate, including but not limited to:
- i) Providing specialized video and audio enhancement;
  - ii) Program production;
  - iii) Production consultation, coordination, and training on programming and production;
  - iv) Rental of video equipment and studio facility;
  - v) Advice regarding video production resources; and
  - vi) Bulletin board creation and automation services.
- 3) **Policies and Procedures.** All policies and procedures shall be developed with the goal of producing and televising quality programming on issues of countywide interest or concern.
- 4) **Regulatory Compliance.** The City and County acknowledge and agree that the activities conducted pursuant to this Agreement shall be conducted in compliance with all applicable federal, state, and local laws, regulations, and ordinances governing television broadcasting, including but not limited to the Federal Communications Commission regulations, the California Public Utilities Commission regulations, the California Public Records Act, and any other relevant statutes or regulations.

5) **Service Fees and Related Costs.**

- a) **Costs of Base Services:** In consideration for Base Services provided by the County, the City shall pay the following amount ("Base Service Fee") to County:
  - i) The County will charge the City a Base Service Fee on a quarterly basis for the provision of Base Services during the immediately preceding quarter. To arrive at the Base Service Fee, the County will multiply the Service Rate by the actual amount of hours spent on the provision of Base Services to the City. For each quarterly invoice, County will provide City with documentation of the applicable Service Rate, and any documents used to calculate and account for the County hours worked.
  - ii) The City shall remit payment to the quarterly invoice within 30 days of issuance of the invoice.
- b) **Cost for Additional Services:** In consideration for Additional Services provided by the County, the City shall pay the following amount ("Additional Service Fee") to County:
  - i) The County will charge the City an Additional Service Fee on a monthly basis for the provision of Additional Services during the immediately preceding month. To arrive at the Additional Service Fee, the County will multiply the Service Rate by the actual amount of hours spent on the provision of Additional Services to the City. For each monthly invoice, County will provide City with documentation of the applicable Service Rate, and any documents used to calculate and account for the County hours worked.
  - ii) The City shall remit payment to the monthly invoice within 30 days of issuance of the invoice.
- c) **Non-Personnel Costs to Maintain Cable Channel Presence.** In consideration for the provision of services provided by the County to the City outlined in this agreement, the City shall pay for certain non-personnel costs, including, but not limited to the following:
  - i) Actual equipment costs, including maintenance and replacement.
  - ii) Actual occupancy costs for OCM staff needed to operate channels, rent, debt service, utilities, insurance, etc.
- d) **Annual Service Rate Letter and Cost Estimate.** No later than June 1<sup>st</sup> of each year, the County will send a letter to the City with an updated hourly Service Rate for the next fiscal year commencing on July 1st, including an explanation of any updates to the Service Rate, and an estimated cost for the provision of Base Services in the next fiscal year.

6) **Term; Termination.**

- a) The term of this Agreement begins on the Effective Date and continues for one (1) year. This Agreement shall automatically renew for successive three-year periods until either party

terminates this Agreement by giving the other party 90 days advance written notice of termination.

- b) The County may terminate this Agreement if the City fails to timely pay invoices by giving the City 30-days advance written notice with the opportunity for the City to cure within that time period. If the City does not cure and remit payment within those 30 days, the County may terminate the Agreement effective immediately.
- c) The County agrees to meet with the City quarterly to discuss updates to services or potential Agreement revisions.

- 7) **Entire Agreement; Amendment.** This Agreement constitutes the entire agreement between the parties, and supersedes any prior agreement between the parties, with respect to the subject matter hereof. Any amendment to this Agreement must be made in writing and approved by both the County and the City.
- 8) **Governing Law; Venue.** This Agreement shall be governed by the laws of the State of California. Any dispute arising out of or related to this Agreement shall be brought in Contra Costa Superior Court.
- 9) **Notices.** Any notice to be given to either of the parties in connection with this Agreement shall be sent by U.S. mail to the following address:

- a) If to County:  
Director, Office of Communications & Media  
10 Douglas Drive, Suite 210  
Martinez, California 94553

- b) If to City:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The parties are signing this Agreement as of the Effective Date set forth above.

COUNTY

CITY

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_