

City of Los Alamitos

Agenda Report Discussion Items

March 23, 2015
Item No: 10A

To: Mayor Richard D. Murphy & Members of the City Council

From: Bret M. Plumlee, City Manager

Subject: Recommendation of Cable Consultant

Summary: This report seeks City Council approval of a cable consultant to perform a study of the City's cable operations and recommends an appropriation.

Recommendations:

1. Approve the Professional Services Agreement with Skyline Mediacast Productions for a cable operations study in an amount not to exceed \$18,000.00; and,
2. Authorize an appropriation of \$18,000.00 (Contract Amount) from undesignated funds.

Background

Los Alamitos Television (LATV) exists to provide public, educational, and government access television. On August 18, 2014 the City Council held a special workshop to discuss the future of LATV. The discussion led to the Council providing direction to staff to seek proposals from consultants to provide their vision of the future of LATV.

Discussion

On December 8, 2014 the City issued a Request for Qualifications for Daily Programming of Cable Operations. The City received four proposals on January 12, 2015, which were evaluated based on firm qualifications and experience, proposed staffing experience, project understanding, industry expertise, and service capacity. Thereafter staff interviewed the three top-ranked firms and based on the results of those interviews, staff recommends Skyline Mediacast Productions (Skyline)

Skyline's principals, Ernie Castelo and David Ihrig, have over 35 years of combined experience in government cable television programming. Based on their experience, qualifications and industry expertise staff believes that they are best suited to analyze the City's cable operations.

It is recommended that Skyline be selected to perform a study of the City's cable operations. The goal of the study is to minimize operating costs of LATV while at the same time finding revenue offsets that reduce or eliminate the net cost to the City's General Fund. The scope of the study will encompass the following:

- **Public Access Programming** – Skyline will assess community interest in public access programming and will develop a training and volunteer program. Skyline will seek input from the community by talking with the local talent pool of producers and by meeting with the Los Alamitos Cable Commission and Parks, Recreation, and Cultural Arts Commission. Based on those meetings, Skyline will make recommendations that outline how to best manage public access programming in a manner that minimizes cost to the City's General Fund.
- **Government Access Programming** – Skyline will review the City's current government access cable operations (including but not limited to the filming of City Council meetings, Planning Commission meetings, sport events, and special event productions) and will develop recommendations based on the results of their findings. Their recommendations should focus on the highest and best use of government access programming that minimize cost to the City's General Fund.
- **Leased Programming** – Skyline will work with the City, the Chamber of Commerce, non-profits, the School District, the local business community and others to establish contacts with interested parties to see if there is a potential for self-sustaining sponsorship programming. Skyline will develop several sponsorship packages that include television and digital distribution. Once Skyline has assessed the interest level and market demand for leased programming, Skyline will estimate the amount of potential sponsorship revenue it expects the City might receive on an annualized basis along with an estimate of the related costs for leased access programming.
- **Capital Needs Assessment** – Skyline will provide the City with a capital needs assessment outlining their recommendation for cable equipment purchases along with a justification as well as a plan to upgrade equipment in order to capture city council and planning commission meetings. Skyline will also assess how those capital purchases would reduce the current cost of cable operations.

On or before June 30, 2015, Skyline will provide the City with a report outlining the results of their study of the City's cable operations. Skyline's report will also include a comprehensive budget outlining estimated revenues and expenditures associated with LATV cable operations based on the findings of the study. In July 2015 Skyline will present the results of the study and related findings to City Council.

Fiscal Impact

The City receives approximately \$30,000 each year in Public, Education, and Government (PEG) cable revenue, which is based on a \$1 per residential subscriber fee. PEG fee revenue can only be used for capital and equipment related purchases.

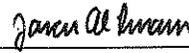
In addition, the City receives approximately \$165,000 annually in cable franchise fee revenue, which is not restricted. This unrestricted revenue is currently deposited into the General Fund and could be considered the source for the supplemental appropriation of \$18,000 for the cable consultant.

Submitted and Approved By:



Bret M. Plumlee
City Manager

Fiscal Impact Reviewed By:



Jason Al-Imam
Administrative Services Director

- Attachments:*
- 1. Professional Services Agreement*
 - 2. Request for Qualifications for Daily Programming of Cable Operations*
 - 3. Skyline Mediacast Productions Response to RFQ*

PROFESSIONAL SERVICES AGREEMENT
(City of Los Alamitos/ Skyline Mediacast Productions)

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of Los Alamitos, a California municipal corporation (“City”), and Skyline Mediacast Productions (Skyline) a sole proprietorship (“Consultant”).

2. RECITALS

- 2.1 City has determined that it requires the following professional services from a consultant: Preparation of a Cable Operations Study.
- 2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, City and Consultant agree as follows:

3. DEFINITIONS

- 3.1 “Scope of Services”: Such professional services as are set forth in Exhibit A and incorporated herein by this reference.
- 3.2 “Approved Fee Schedule”: Consultant shall perform the Services under this Agreement for Eighteen Thousand Dollars (\$18,000.00).
- 3.3 “Commencement Date”: April 1, 2015.
- 3.4 “Expiration Date”: July 31, 2015.

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Expiration Date unless extended by written agreement of the parties or terminated earlier in accordance with Section 17 (“Termination”) below.

5. CONSULTANT’S SERVICES

- 5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to

Consultant under this Agreement exceed the sum of **Eighteen Thousand Dollars (\$18,000.00)** unless specifically approved in advance and in writing by City.

- 5.2 Consultant shall perform all work to the highest professional standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*).
- 5.3 During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) City has not consented in writing to Consultant's performance of such work.
- 5.4 Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. No change shall be made in Consultant's project administrator without City's prior written consent.

6. COMPENSATION

- 6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule and Section 5.1 of this Agreement above.
- 6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within ten business days of receipt of each invoice, City shall notify Consultant in writing of any disputed amounts included on the invoice. Within thirty calendar days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other payroll deductions from payments made to Consultant unless otherwise required by law.
- 6.3 Payments for any services requested by City and not included in the Scope of Services shall be made to Consultant by City on a time-and-materials basis using Consultant's standard fee schedule. Consultant shall be entitled to increase the fees in this fee schedule at such time as it increases its fees for its clients generally; provided, however, in no event shall Consultant be entitled to increase fees for services rendered before the thirtieth day after Consultant notifies City in writing of an increase in that fee schedule nor to claim payment other than in compliance

with this Agreement, including Section 5.1 above.. Fees for such additional services shall be paid within sixty days of the date Consultant issues an invoice to City for such services

7. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material (“written products” herein) developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon use or dissemination by City. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

8. RELATIONSHIP OF PARTIES

Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant’s employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.

Under no circumstances shall Consultant look to the City as his employer. Consultant shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Consultant’s previously earned PERS retirement benefits, and Consultant specifically assumes the responsibility for making such a determination. Consultant shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers’ compensation.

9. CONFIDENTIALITY

All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written consent by City. City shall grant such consent if disclosure is legally required. Upon request, all City data shall be returned to City upon the termination or expiration of this Agreement.

10. INDEMNIFICATION

10.1 The parties agree that City, its officers, agents, employees and volunteers should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys’ fees, litigation costs, taxes, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the City with the fullest protection

possible under the law. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant's commitment to indemnify and protect City as set forth herein.

- 10.2 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and when the City requests with respect to a claim provide a deposit for the defense of, and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, and injury to any property arising out of or in connection with Consultant's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole active negligence or willful misconduct of the City. Such costs and expenses shall include reasonable attorneys' fees due to counsel of City's choice, expert fees and all other costs and expenses of litigation.
- 10.3 City shall have the right to offset against any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant's failure to pay City promptly any indemnification arising under this Section 10 and any amount due City from Consultant arising from Consultant's failure either to (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 10.4 The obligations of Consultant under this Section 10 are not limited by the provisions of any workers' compensation statute or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.
- 10.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth in this Section 10 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and to indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

- 10.6 City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies apply to the claim, demand, damage, liability, loss, cost or expense.

11. INSURANCE

- 11.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:
- 11.1.1 Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable. General Liability coverage shall be amended so that Consultant and its managers, affiliates, employees, agents, and other persons necessary or incidental to its operation are insureds."
- 11.1.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million dollars (\$1,000,000) per incident.
- 11.1.3 Worker's Compensation insurance if and as required by the laws of the State of California.
- 11.2 Consultant shall require each of its subcontractors to maintain insurance coverages that meet all of the requirements of this Agreement.
- 11.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.
- 11.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay the premium(s) thereon at Consultant's expense.
- 11.5 At all times during the term of this Agreement, Consultant shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the policies required by this Agreement are in effect in the required amounts and naming the City and its officers, employees, agents and volunteers as additional

insureds. Consultant shall file with City's Risk Manager such certificate(s) prior to commencement of work under this Agreement.

- 11.6 Consultant shall provide proof to the City's Risk Manager that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage at least two weeks prior to the expiration of the coverages.
- 11.7 The general liability and automobile policies of insurance required by this Agreement shall contain endorsements naming City and its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.
- 11.8 The insurance provided by Consultant shall be primary to any other coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 11.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.
- 11.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.
- 11.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 10 of this Agreement.

12. MUTUAL COOPERATION

- 12.1 City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.

12.2 If any claim or action is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require in the defense of that claim or action.

13. RECORDS AND INSPECTIONS

Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

14. PERMITS AND APPROVALS

Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant's performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits and building and safety permits and inspections.

15. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to City:
City of Los Alamitos
3191 Katella Ave.
Los Alamitos, CA 90720
Attn: Bret Plumlee City Manager
Telephone: (562) 431-3538
Facsimile: (562) 493-1255

If to Consultant:
Skyline Mediacast Productions
44 Red Rock
Irvine, CA 92604
Telephone: (949) 278-8349

With courtesy copy to:

Cary S. Reisman, City Attorney
Wallin, Kress, Reisman & Kranitz, LLP
2800 28th Street, Suite 315
Santa Monica, CA 90405-6201
Telephone: (310) 450-9582
Facsimile: (320) 450-0506

16. SURVIVING COVENANTS

The parties agree that the covenants contained in Section 9, Section 10, Paragraph 12.2 and Section 13 of this Agreement shall survive the expiration or termination of this Agreement.

17. TERMINATION

- 17.1. City may terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant may terminate this Agreement for any reason on sixty calendar days' written notice to City. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.
- 17.2. If City terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.

18. GENERAL PROVISIONS

- 18.1. Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.
- 18.2. In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability medical condition or any other unlawful basis.
- 18.3. The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph at the head of which it appears, the section or paragraph, and not such heading, shall govern construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular and vice versa, in any place or places herein in which the context requires such substitution(s).
- 18.4. The waiver by City or Consultant of any breach of any term, covenant or condition of this Agreement shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition of this Agreement. No term, covenant or condition of this Agreement

shall be deemed to have been waived by City or Consultant unless in a writing signed by one authorized to bind the party asserted to have consented to the waiver.

- 18.5 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 18.6 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies. If legal action shall be necessary to enforce any term, covenant or condition herein contained, the party prevailing in such action, whether or not reduced to judgment, shall be entitled to its reasonable court costs, including any accountants' and attorneys' fees incurred in such action. The venue for any litigation shall be Orange County, California and Consultant hereby consents to jurisdiction in Orange County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.
- 18.7 If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
- 18.8 This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 18.9 All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Consultant.

19 PREVAILING WAGE LAW

19.1 Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects. If the services under this Agreement are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify, and hold the City, its elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure of Consultant to comply with the Prevailing Wage Laws.

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

“City”
City of Los Alamitos

“Consultant”
Skyline Mediacast Productions (Skyline)

By _____
Richard D. Murphy, Mayor

By _____
Ernie Castelo, Sole Proprietor/
Executive Producer

Date: _____

Date: _____

Attest:

By _____
Windmera Quintanar, CMC, City Clerk

Date: _____

Approved as to form:

By _____
Cary S. Reisman, City Attorney

SCOPE OF SERVICES

The goal of the study is to minimize operating costs of Los Alamitos Television while at the same time finding revenue offsets that reduce or eliminate the net cost to the City's General Fund.

Public Access Programming

Skyline will assess community interest in public access programming and will develop a training and volunteer program. Skyline will seek input from the community by talking with the local talent pool of producers and by meeting with the Los Alamitos Cable Commission and Parks, Recreation, and Cultural Arts Commission. Based on those meetings, Skyline will make recommendations that outline how to best manage public access programming in a manner that minimizes cost to the City's General Fund.

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Project Timeline and Deliverables

On or before June 30, 2015, Skyline will provide the City with a report outlining the results of their study of the City's cable operations. Skyline's report will also include a comprehensive budget outlining estimated revenues and expenditures associated with LATV cable operations based on the findings of the study. In July 2015 Skyline will present the results of the study and related findings to City Council.

CITY OF LOS ALAMITOS



REQUEST FOR QUALIFICATIONS

Daily Programming of Cable Operations

Submittal Deadline:

2:00 p.m.

January 12, 2015

RFQ Prepared by and Qualifications to be provided to:

Bret Plumlee

City Manager

3191 Katella Avenue

Los Alamitos, California 90720

(562) 431-3538, ext. 249

e-mail address: bplumlee@cityoflosalamitos.org

SECTION I - INTRODUCTION

A: Background

The City of Los Alamitos invites qualified parties to submit Qualifications for the attached Scope of Services.

On August 18, 2014, the City Council held a budget workshop to discuss the future of Los Alamitos Television (LATV). This discussion led to the Council providing direction to staff to seek proposals from consultants to provide their vision of the future of LATV. The City Council is looking for ideas from experts in the industry, and the scope of services which is included in the Section 1V of the Request for Qualifications (RFQ) is intentionally kept general and broad enough to encourage consultants to bring their ideas to the City. City Council also directed staff to ask for feedback from the Cable Commission, which resulted in the Request for Proposals being changed to a Request for Qualifications and other comments that were received and included as an attachment to this RFQ (Attachment 1).

The City of Los Alamitos incorporated in 1960, and is located on the Northwest edge of Orange County. It is situated North of Seal Beach, East of Long Beach, South of Hawaiian Gardens, and West of Cypress. The City encompasses 4.3 square miles with a small population of approximately 12,000. The City is mature, urbanized, and, for the most part, built-out. Half of the community's 4.3 square miles is the federally operated Joint Forces Training Base (JFTB). The City Manager is hired by the City Council and oversees all day to day operations. The contractor will receive direction from both City Manager and the Community Development Director. For more information about the City, please visit the City website at <http://cityoflosalamitos.org/>.

LATV3 (Los Alamitos Television Channel 3) exists to provide diverse public access programming to the communities of Los Alamitos and Rossmoor. It does this by offering the community the opportunity to view, entertain and inform itself, through its own efforts, by using the public access facilities at LATV3. At the present time, the City of Los Alamitos directly operates the cable television programming, airing primarily Los Alamitos City Council Meetings, LAUSD Board meetings, Rossmoor CSD Board meetings, LAHS football games and a variety of programs aired as public access.

B: Proposed Schedule

SCHEDULE	
Distribution of RFQ (advertised)	December 8, 2014
Deadline for Written Questions	January 5, 2015 5 p.m.
Addendum, if necessary, emailed	January 8, 2015
Qualifications Due	January 12, 2015 2 p.m.

Evaluation Period	TBD
Staff to Select Top Proposers	TBD
Notify Top Proposers	TBD
Staff to Conduct Interviews	TBD
Award of Contract	February 17, 2015
Contract Effective Date	February 18, 2015

C: Instructions to Proposers and Procedures for Submittal

One (1) original and two (2) copies of the Qualifications must be submitted in a sealed envelope and submitted to the following address:

**City of Los Alamitos
Attn: City Manager
3191 Katella Avenue
Los Alamitos CA 90720**

Proposers are solely responsible for ensuring their Qualifications are received by the City in accordance with the solicitation requirements, before Submittal Deadline, and at the place specified. Postmarks will not be accepted in lieu of actual delivery. No oral, telegraphic, electronic, facsimile, or telephonic Qualifications or modifications will be considered. The City shall not be responsible for any delays in mail or by common carriers or by transmission errors or delays or mistaken delivery. Delivery of Qualifications shall be made at the office specified in this REQUEST FOR QUALIFICATIONS. All Qualifications shall become the property of the City. Late Qualifications will not be accepted and will be returned to the Proposer unopened.

SECTION II – QUALIFICATION RESPONSE REQUIREMENTS

Proposers shall submit one (1) original Qualifications marked "ORIGINAL" and two (2) copies on or before the Submittal Deadline. If discrepancies are found between the copies, or between the original and copy or copies, the "ORIGINAL" will provide the basis for resolving such discrepancies. If no document can be identified as original bearing original signatures, Proposer's Qualifications may be rejected at the discretion of the City.

It is imperative that all Contractors responding to the RFQ comply exactly and completely with the instructions set forth herein. Qualifications must be concise but with sufficient detail to allow accurate evaluation and comparative analysis. Qualifications should be straightforward and provide "layman" explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFQ instructions, responding to the RFQ requirements, and on providing a complete and clear description of the offer. Qualifications should be concise and be able to properly convey all information within ten pages. All Qualifications shall include the following information:

A: Letter of Transmittal

Please include a brief introduction and history of your firm. Be sure to state why you believe that your firm is the best qualified to provide such services to the City of Los Alamitos. A letter is to be signed by a member of the organization having the authority to negotiate and execute contracts on behalf of the organization. A cover letter must acknowledge receipt of any and add addenda, if any were issued (if in doubt, Contact Bret Plumlee, City Manager at 562-431-3538, ext. 249). Please briefly explain your motivation for submitting your Qualifications, the type of business you are now in that qualifies you to manage a public access/leased access(PALA) studio and channel, any experience with the current PALA studio and channel, any expertise with the current PALA channel and your vision for the PALA channel and facility.

B: Project Understanding

This section of your Qualification Proposal should outline your basic understanding of the project. It should identify key issues to be address during the project and any insights or innovative ideas the proposer can provide in addressing those issues.

C: Company Data

Please submit the following information:

1. Official firm name and address.
2. Name, address, telephone number and email address of the Proposer's point of contact.
3. Indicate what type of entity (corporation, company, joint venture, etc). Please enclose a copy of the Joint Venture Agreement if entity is a joint venture.
4. Federal Employer I.D. Number.
5. The address, telephone numbers and fax numbers of each of your firm's locations.
6. A detailed statement indicating whether Proposer is totally or partially owned by another business organization or individual.
7. Number of years Proposer has been in business under the present business name.
8. All comparable contracts currently in effect. Please indicate:
 - Contracting Agency
 - Year Contract Started
 - Type of Contract
9. Please describe areas of specialization provided by the Proposer.
10. Any failures or refusals to complete a contract and explanation.
11. Financial interests in other lines of business.
12. Known conflicts of interest.

D: Qualifications

Please describe your firm's qualifications for providing such services to the City of Los Alamitos. Qualifications should be concise and be able to properly convey all information within ten pages.

1. Identify the individual that you propose for the task and indicate the number of years of experience.
2. The overall capabilities, qualifications, training and areas of expertise of the firm.
3. Identify the location of the office(s) serving the City. If office hours at City Hall are necessary, please specify the day(s) of week and hours.
4. Identify the support personnel that would work with the City and provide a brief description of their function. Include any changes you would propose, now or in the future, should your firm be awarded a contract with the City.
5. Describe systems/methods that would be utilized to provide services in a cost effective manner.
6. The City of Los Alamitos will require the firm with which a contract is established, prior to commencement of work, to provide evidence of appropriate insurance coverages. Proposer shall indicate the willingness and ability to submit proof of the required insurance coverage prior to execution of the contract.
7. The City seeks to identify and avoid any conflicts or possible conflicts of interest. The City reserves the right to prohibit participation, if a significant conflict of interest is determined to exist. Please address the following:
 - a) Please list any political contributions of money, in-kind services, or loans made to any member of a City Council within the last ten years by the firm.
 - b) Please list all public agency clients for which your firm currently provides services.
 - c) Please list all public agency clients for which your firm previously provided services over the last ten years.
8. Describe any special services that may be provided by your firm to the City of Los Alamitos.

E: References:

Proposer to provide three (3) references for which Proposer has provided similar services as set forth in the RFQ within the last five (5) years. Include name of business, name of contact person, telephone number of contact person, description of services provided.

F: Compensation/Payment Schedule:

Proposer is required to submit their cost proposal in the format outlined in Section V.

SECTION III - PROPOSAL EVALUATION AND SELECTION

City Staff will evaluate all Proposals received in accordance with the Evaluation Criteria. The City reserves the right to establish weight factors that will be applied to the criteria depending upon order of importance. Weight factors and evaluation scores will not be released until after award of Proposal. The City shall not be obligated to accept the

lowest priced Proposal, but will make an award in the best interests of the City after all factors have been evaluated.

Selection of qualified Proposers will be based on the following criteria as set forth herein. Criteria are listed in random sequence and are not considered in any rank or order or importance. Interviews will be held with the most qualified respondents. The recommended Proposal will be submitted to the City Council for contract approval.

The Qualifications will be evaluated on the basis of the response to all questions and requirements of this RFQ. The City shall use some or all of the following criteria in its evaluation:

1. Experience of the firm, particularly of staff assigned to supervise and administer this contract.
2. Education and experience of personnel assigned.
3. Demonstrated knowledge of public agencies, particularly smaller comparable municipalities.
4. Understanding of the needs and requirements of the City.
5. Quality of references.
6. Proposed costs.
7. Content, quality, completeness and form of submitted Qualifications.
8. Interviews.

SECTION IV - SCOPE OF SERVICES

The consultant that is selected by the City of Los Alamitos will be in charge of daily programming of the Cable operations for Los Alamitos Television. Scope of services is to cover the following six areas:

1. Operations
 - a. Daily programming
 - b. Monetizing current assets
 - c. Availability for Public Access Producers
 - d. Maintenance
2. Distribution - Making LATV and other local programming available to the largest audience
3. How best to use the capital surplus fund
4. Sustainability
5. How such an arrangement benefits the City and the local stakeholders
6. Consultant's vision of the future of LATV

In addition to the scope of Services above, the City encourages Qualifications to identify sustainable best practices and appropriate practical innovation that uniquely serve the goals of the community.

SECTION V - COMPENSATION

It is expected that all services will be billed monthly with reimbursable expenses listed separately.

A: Hourly Rates

Identify your proposed billing rates as shown in the format displayed below. This table is just a sample. Please provide all appropriate titles and rates.

Labor Rates	
Principal	\$_____ per hour
Associate	\$_____ per hour

Please list your minimum unit of time. For example: 6 minutes, 8 minutes, etc.

B: Reimbursable Expenses

Identify your reimbursable expense unit rates as shown in the format displayed below. This table is just a sample. Please provide all applicable reimbursable expenses and unit rates.

Reimbursable Costs	
Mileage	\$_____ per
Reproduction Charges	\$_____ per

C: Rate Adjustments

Proposer must state if the proposed rates are guaranteed for the term of the contract or if it is subject to adjustments. If subject to adjustments, Proposer must state the frequency of adjustments and how adjustments are determined.

D: Payment

The City requests a monthly itemized statement which indicates work completed and hours of service rendered. The City shall, within 45 days of receiving such statement, review the statement and pay all approved charges.

Please indicate if your firm is agreeable to this payment arrangement. If not, please describe your firm's preference for method of payment, payment terms, and your

procedure for billing of retention, hours, and expenses and any other accounting requirements.

SECTION VI - GENERAL CONDITIONS

AUTHORIZED SIGNATURES. Every Qualification Proposal must be signed by the person or persons legally authorized to bind the Proposer to a contract for the execution of the work. Upon request of the City, any agent submitting Qualifications on behalf of a Proposer shall provide a current power of attorney certifying the agent's authority to bind the Proposer. If an individual makes the proposal, his or her name, signature, and post office address must be shown. If a firm or partnership makes the Qualification Proposal, the name and post office address of the firm or partnership and the signature of at least one of the general partners must be shown. If a corporation makes the Qualification Proposal, the Proposal shall show the name of the state under the laws of which the corporation is chartered, the name and post office address of the corporation and the title of the person signing on behalf of the corporation.

AWARD OF QUALIFICATIONS. Award will be made to the Proposer offering the most advantageous Qualifications after consideration of all Evaluation Criteria set forth in Section III. The criteria are not listed in any order of preferences. An Evaluation Committee will be established by the City. The Committee will evaluate all Proposals received in accordance with the Evaluation Criteria. The City reserves the right to establish weight factors that will be applied to the criteria depending upon order of importance. Weight factors and evaluation scores will not be released until after award of Qualifications. The City shall not be obligated to accept the lowest priced Proposal, but will make an award in the best interests of the City after all factors have been evaluated.

Discussions may, at the City's option, be conducted with responsible Proposers who submit Qualifications determined to be potentially selected for an award. Discussions may be for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and written revision of Qualifications. In conducting discussions, the City will not disclose information derived from Qualifications submitted by competing Proposers.

CANCELLATION OF SOLICITATION. The City may cancel this solicitation at any time.

COMPLIANCE WITH LAWS. All Qualifications shall comply with current federal, state, and other laws relative thereto.

CONTRACT DOCUMENTS, EXAMINATION OF. It is the responsibility of the Proposer to thoroughly examine and be familiar with these RFQ documents, general conditions, all forms, specifications, and addenda (if any), referred to as Contract Documents. Proposer shall satisfy himself as to the character, quantity, and quality of work to be performed and materials, labor, supervision, necessary to perform the work as specified

by the Contract Documents. The failure or neglect of the Proposer to examine the Contract Documents shall in no way relieve him from any obligations with respect to the solicitation or contract. The submission of Qualifications shall constitute an acknowledgment upon which the City may rely that the Proposer has thoroughly examined and is familiar with the Contract Documents. The failure or neglect of a Proposer to receive or examine any of the Contract Documents shall in no way relieve him from any obligations with respect to the Proposal. No claim will be allowed for additional compensation that is based upon a lack of knowledge of any solicitation document.

COSTS. The City is not liable for any costs incurred by Proposers before entering into a formal contract. Costs of developing the Qualification Proposal or any other such expenses incurred by the Proposer in responding to the RFQ, are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the City. No reimbursable cost may be incurred in anticipation of award.

DISQUALIFICATION OF PROPOSER. If there is reason to believe that collusion exists among the Proposers, the City may refuse to consider Qualification Proposals from participants in such collusion. No person, firm, or corporation under the same or different name, shall make, file, or be interested in more than one Proposal for the same work unless alternate Proposals are called for. Reasonable grounds for believing that any Proposer is interested in more than one Proposal for the same work will cause the rejection of all Proposals for the work in which a Proposer is interested. If there is reason to believe that collusion exists among the Proposers, the City may refuse to consider Qualifications from participants in such collusion. Proposers shall submit as part of their Qualification documents the completed Non-Collusion Affidavit provided herein.

INTERPRETATION OF CONTRACT DOCUMENTS. City reserves the right to make corrections or clarifications of the information provided in this RFQ. If any person is in doubt as to the true meaning of any part of the specifications or other contract documents, or finds discrepancies or omissions in the specifications, he or she may submit to the City a written request for an interpretation or correction. Oral statement(s) interpretations or clarifications concerning meaning or intent of the contents of this RFQ by any person are unauthorized and invalid. Requests for interpretations shall be made in writing and delivered to Community Development Director, City of Los Alamitos, 3191 Katella Avenue, Los Alamitos CA 90720 at least ten (10) days before the Submittal Deadline. The requesting party is responsible for prompt delivery of any requests. When the City considers interpretations necessary, interpretations will be in the form of an addendum to the Contract Documents, and when issued, will be sent as promptly as is practical to all parties recorded by the City as having received Contract Documents. All such addenda shall become a part of the contract. It is the responsibility of each Proposer to ensure the City has their correct business name and address on file. Any prospective Proposer who obtained a set of Contract Documents is responsible for advising the City that they have a set of Contract Documents and wish to receive subsequent addenda.

IRREGULARITIES. City reserves the right to waive non-material irregularities if such would be in the best interest of the City as determined by the City Council.

NON-EXCLUSIVE CONTRACT. The successful Proposer will enter into a NON-EXCLUSIVE contract and the City reserves the right to enter into agreements with other firms for services.

OFFERS OF MORE THAN ONE PRICE. Proposers are NOT allowed to submit more than one Qualification Proposal.

NO OBLIGATION: The release of this RFQ does not obligate nor compel the City to enter into a contract or agreement.

PAYMENT TERMS. Discounts for payments made within 20 days from receipt of invoice will be considered in award of Qualifications. Payment discounts must be clearly shown in the Qualifications.

QUALIFICATION, REJECTION OF. The City reserves the right to reject any or all Qualifications or any part of a Proposal. The City reserves the right to reject the Qualifications of any Proposer who previously failed to perform adequately for the City or any other governmental agency. The City expressly reserves the right to reject the Qualifications of any Proposer who is in default on the payment of taxes, licenses or other monies due the City.

PROPRIETARY INFORMATION. Qualifications must **NOT** be marked as confidential or proprietary. City may refuse to consider a Qualification Proposal so marked. Information in Qualification Proposals shall become public information and is subject to disclosure laws.

PUBLIC OPENING: There will be a public opening of Qualifications. Prices and other Qualification information shall not be made public until the Qualification Proposal is awarded. At that time the submitted Proposal information and executed contract will become public information.

SEVERABILITY. If any provisions or portion of any provision, of this contract are held invalid, illegal or unenforceable, they shall be severed from the contract and the remaining provisions shall be valid and enforceable.

SUBCONTRACTOR INFORMATION. If the Qualifications include the use of subcontractors, Proposer must identify subcontractors and the specific requirements of this RFQ for which each proposed subcontractor would perform services.

SUBCONTRACTOR REFERENCES. For all subcontractors that will be used on this project, Proposers must provide a minimum of two references from similar projects performed for any local government clients within the last three years. Information provided shall include:

- a. Client name;
- b. Project description;
- c. Dates (starting and ending);
- d. Technical environment;

- e. Staff assigned to reference engagement that will be designated for work per this RFQ;
- f. Client project manager's name and telephone number.

TERMS OF THE OFFER. The City reserves the right to negotiate final contract terms with the Proposer selected. The contract between the parties will consist of the City Agreement, the RFQ together with any modifications thereto, the awarded Proposer's Qualifications, and all modifications and clarifications that are submitted at the request of the City during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, the RFQ, any modifications and clarifications to the awarded Proposer's Qualifications, and the awarded Proposer's Qualifications. Specific exceptions to this general rule may be noted in the final executed contract. Proposer understands and acknowledges that the representations above are material and important, and will be relied on by the City in evaluation of the Qualifications. Proposer misrepresentation shall be treated as fraudulent concealment from the City of the facts relating to the Qualifications.

VALIDITY. Proposal must be valid for a period of 90 days from the due date.

WITHDRAWAL OF QUALIFICATIONS. Proposers' authorized representative may withdraw Proposals only by written request received by the City Manager before the Qualification Submittal Deadline.

SAMPLE PSA AGREEMENT

NON-COLLUSION AFFIDAVIT

I, _____, being first duly sworn, deposes and says that he or she is _____ of _____ the party making the attached Proposal; that the Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Proposal is genuine and not collusive or sham; that the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham Proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham Proposal, or that anyone shall refrain from proposing; that the Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Proposal price of the Proposer or any other Proposer, or to fix any overhead, profit, or cost element of the Proposal price, or of that of any other Proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the Proposal are true; and, further, that the Proposer has not, directly or indirectly, submitted his or her Proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, Proposal depository, or to any member or agent thereof to effectuate a collusive or sham Proposal.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Name of Proposer _____

Signature _____

Name _____

Title _____

Dated _____

**Addendum
Request for Qualifications (RFQ)
Daily Programming of Cable Operations**

On January 8, 2015

Addendum includes a response to the following question raised.

1. I went to the City website for the RFQ regarding LATV, I was able to download the Notice of Request for Qualifications, but was not able to download the actual RFP/RFQ. Would it be possible to get this document via email? Please see the attached RFQ.



Skyline Mediacast Productions

LETTER OF TRANSMITTAL

January 12, 2015

City of Los Alamitos
Attn: City Manager
3191 Katella Avenue
Los Alamitos, CA 90720

Dear Sir:

Please find attached our proposal in response to the City of Los Alamitos Request for Qualifications.

Skyline Mediacast Productions is a sole proprietorship operating in Orange County since October 2010. The business provides video and radio production services. These services include producing website/YouTube videos, corporate/industrial videos, corporate newscasts, educational/training video programs, television programming, videography, video/audio editing, producing, writing, and media training.

We believe that Skyline Mediacast Productions is best qualified to provide programming services to the City of Los Alamitos because the principals in this project, Ernie Castelo and David Ihrig, have over 20 years experience in television and over 15 years of experience in government cable television programming. Our current pool of independent contractors have government cable television programming experience as well.

The reason we are submitting our qualifications is because we have the experience with government cable television programming and can deal with the political aspects that comes with the project.

Thank you for your time and consideration.

Best regards,



Ernie Castelo
Sole Proprietor/Executive Producer
Skyline Mediacast Productions

SKYLINE MEDIACAST PRODUCTIONS

PROJECT UNDERSTANDING

It is our understanding that the City of Los Alamitos is seeking a company to provide the following services as outlined in Section IV – Scope of Services of the Request for Qualifications:

1. Operations which includes daily programming, monetizing current assets, and availability for public access producers.
2. Distribution of LATV and other local programming to a larger audience.
3. Best use of capital surplus funds
4. Sustainability
5. Benefits of arrangement to the City and local stakeholders
6. Consultant's vision of the future of LATV

COMPANY DATA

1. Official firm name and address: Skyline Mediacast Productions
44 Red Rock
Irvine, CA 92604
2. Point of contact:
Ernie Castelo
44 Red Rock
Irvine, CA 92604
(949) 278-8349
ernie@skylinemediacast.com

David Ihrig
21 Thunder Trail
Irvine, CA 92614
(949) 422-6896
davidihrig@hotmail.com
3. Type of entity: Sole Proprietorship
4. Federal Tax ID Number: 27-3619603
5. Firm location: 44 Red Rock
Irvine, CA 92604
Phone: (949) 278-8349
6. Skyline Mediacast Productions is a sole proprietorship. It is owned by Ernie Castelo.
7. Skyline Mediacast Productions has operated under the business name for four years.

SKYLINE MEDIACAST PRODUCTIONS

8. Skyline Mediacast Productions has no comparable contracts with any government agencies. The principals, Ernie Castelo and David Ihrig, currently have individual contracts with the City of Irvine. Castelo has had contracts with the City of Long Beach and the City of Irwindale in the past.
9. Areas of Specialization: Skyline Mediacast Productions specializes in television programming. Pre-production involves planning content, pre-interviews, research, writing a draft, and approval of draft. Field/studio production entails location scouting and videotaping raw footage and interviews. Post-production includes logging raw footage and interviews, transcribing interviews, re-writing and/or editing script, finalizing script, approval of script, recording narration (voiceovers), video editing, and final approval of program. The video is broken down as follows:

Pre -Production

Location scouting
Script meeting in person or by phone
Research
Script Writing
Script revision
Final client approval before shooting
Shot list preparation
Copies of script distributed

Field / Studio Production

Videotaping including set up and break down.
HD camera and camera operator
Producer / Director
Audio, Lighting
Grip

Post- Production

Revising and finalizing script
Script approval
Narration (Voice-over) recording
Video Editing
Audio editing and sweetening
Graphics
Opening titles
Music Bed
Final approval of video
Final copy of video on DVD or drive

10. There are no failures or refusals to complete a contract either under the business name or individually.

SKYLINE MEDIACAST PRODUCTIONS

11. There are no financial interests in other lines of business.
12. There are no known conflicts of interest.

QUALIFICATIONS

1. The tasks for this project will be shared by the following individuals:

Ernie Castelo – 21 years of experience in television programming as a producer, writer, news anchor, television host, reporter, field/studio camera operator, teleprompter operator, stage manager, live remotes. Ernie has produced numerous programs at the City of Long Beach which included *Your Hometown*, *Snapshot Long Beach*, *The Long Beach Fire Department*, *Healthy Long Beach*, *Accessible Long Beach*, *Living in Long Beach*, *Sportsbreak*, *Inside Visit with Ernie Castelo*, and *Parks & Rec*. At the City of Irvine, Ernie served as a producer/reporter for *Irvine News* and the *Business Focus* segments of the program. In addition, he hosted and produced the news magazine cable program, *Shop Irvine*. Ernie also worked at Comcast Cablevision as the producer of the news magazine program, *Santa Ana Now* and the public affairs show, *Close Up*.

David Ihrig;

BA Theater Management at Stockton State College
MFA in Acting Northern Illinois University
Certified Practitioner Neuro-linguistic Programmer ABNLP

In the last 11 years, David has produced, written or hosted over 60 news segments for the City of Irvine, 13 episodes of reality television for the Outdoor Channel, 24 episodes of a half hour magazine format show for the City of Irvine, close to 100 episodes of *Irvine Today* - a weekly update about what's happening in the city, and two documentaries about the U.S. Department of Energy's 2013 Solar Decathlon, which were produced by the city of Irvine, one of which ended up being aired on PBS.

In addition, David has an extensive marketing background working repeatedly on QVC as a segment producer and product expert, selling millions of dollars of merchandise.

David has also produced dozens of commercials, promotional videos, and web videos for commercial use.

2. Skyline Mediacast Productions is qualified in the following areas: video production, radio production, camera operations, directing, video editing, audio editing, writing.

SKYLINE MEDIACAST PRODUCTIONS

3. Location: Los Alamitos City Hall at LATV3 Studio
Days – Monday, Tuesday, Thursday
Hours – As needed for public access producers

4. Support Personnel:

Darwin Strong – Field/Studio Camera Operator, Video/Audio Editor, Technical Director
(Council meetings).

Megan Weaver – Field/Studio Camera Operator, Stage Director, Video Editor,
Technical Director

Jennifer Makhoul – Field/Studio Camera Operator, Stage Director, Video Editor,
Technical Director

Changes in the future: We would add an Engineer for council meetings.

5. Systems/Methods – In order to meet every deadline, best practices will be utilized in the scheduling and planning of productions. Calendars will be kept and confirmed digitally. All participants will be required to adhere to the guidelines set forth by the production manager for the duration of each production.

6. Skyline Mediacast Productions is willing to submit proof of the required insurance coverage prior to execution of the contract if awarded.

7. a) There have been no political contributions of money, in-kind services, or loans made to any member of a City Council within the last ten years by Skyline Mediacast Productions.
b) Skyline Mediacast Productions does not currently provide services to any public agency. However, the principals, Ernie Castelo and David Ihrig, have individual contracts with the City of Irvine.
c) Skyline Mediacast Productions has not previously provided services over the past ten years to any public agency. Castelo had an individual contract with the City of Long Beach and the City of Irwindale in 2003.

8. Special Services – Only those described in Section IV – Scope of Services.

SKYLINE MEDIACAST PRODUCTIONS REFERENCES

1. City of Irvine
Tom Macduff, Senior Media Specialist
(949) 724-6216
Description of Services: On-Camera Talent, Video Producer, Television Reporter, Camera Operation.
2. American Academy of Pediatrics, Orange County Chapter
Letitia Clark George, Executive Director
(949) 752-2787
www.secure.aapca4.org
Description of Services: Produced two marketing videos as well as Frequently Asked Questions videos of the organization's website.
3. Clinic in the Park
Phyllis Agran, MD, Founder
(714) 329-2180
www.clinicinthepark.org
Description of Services: Produced two videos for the organizations website and power point presentations.

SCOPE OF SERVICES

1. Operations
 - a. Daily Programming - Since there seems to be no regulation that prohibits these three animals from sharing the same pen, there doesn't seem to be any federally mandated distinctions concerning time slots or any need to create blocks of similar programming. If this is the case, scheduling can be tailored to meet the needs and desires of the city's residents.
 - b. Monetizing Current Assets – Current Assets will be further assessed in the future, but likely include selling late night time slots to sponsored programs, providing local businesses with production services and promotional packages, and potentially offering classes in production, both in front and behind the camera.
 - c. Availability for Public Access Producers – depending on demand, access for public access producers will likely be offered between 3pm and 10pm several days a week plus one weekend day or as needed.
 - d. Maintenance – Equipment maintenance will be provided by a professional production maintenance service. The scope of their services is contingent upon the current status of the equipment.

SKYLINE MEDIACAST PRODUCTIONS

2. Distribution – Making LATV and other local programming available to the largest audience

To the best of my knowledge, there is no existing business model for this venture. Because the channel combines public access, with a government channel, and a leased access channel, it is important to keep in mind that each piece of programming is created for a unique purpose. And so there should be three distinct approaches when creating and distributing programming from each category.

While programming will all be broadcast from the same television channel, each type of programming should be distributed through a unique web location in addition.

The government programming should reside on the city's official website, and include an archive of all past meetings. In addition, a weekly updated program entitled, *The Los Alamitos Minute* should appear on the home page of the city's website. The city's official website should also host professionally produced and properly branded productions of football games, and other city produced programs.

The public access content should be posted on at its own website, where the producers have the ability to share and promote their own content. Relevant public access content that meets the quality standards necessary to represent the City of Alamitos may be considered for the city's website as well.

The leased access programs should offer supporters and sponsors a link to a designated youtube channel in order to increase the search-ability of their sponsored content. This also allows clients to promote and share their sponsored content as they please adding value to LATV's offerings.

3. Best Use of Capital Surplus Funds – If there are surplus capital funds, meaning there is sufficient equipment to produce the type, scope and quality of programming to meet the station's purposes, a campaign will be launched to create awareness for the channel.
4. Sustainability – Skyline Media will help the city of Los Alamitos create a realistic budget and then stick to it.
5. How such arrangement benefits the City and the local stakeholders – Local stakeholders will benefit from the creativity and professionalism that Skyline Media will bring to their community television channel. As the quality of programming rises, so will interest in the channel, which will create a viable platform for businesses to engage the local community as well.

SKYLINE MEDIACAST PRODUCTIONS

6. Consultant's vision of the future of LATV

LATV3 can become a hub of creativity, fun, and learning for the residents of Los Alamitos, both those who chose to become creators of messaging, and those who benefit by receiving that messaging. The right team will be able to instill a sense of professionalism and pride into community members who have something to say to their community.

LATV also has a unique opportunity to engage and promote the Los Alamitos business community, by partnering with the station and potentially even the cable access producers, to produce programming that will be relevant and beneficial to the community.

COMPENSATION

A. Hourly Rates

Labor Rates:	Principals	\$40 per hour
	Camera Operators	\$30 per hour
	Engineer	\$42.50 per hour
	Editing	\$35 per hour
	Talent	\$25 per hour

B. Reimbursable Expenses

Reimbursable Costs:	Mileage	\$0.30 per mile
	Reproduction Charges	
	Paper Copies	\$0.08 per copy
	CD/DVD/Digital	\$5.00 per copy

C. Rate Adjustments – One rate adjustment per year would be required based upon hiring of specialized labor and increased cost of doing business.

D. Payment – Skyline Mediacast Productions is agreeable to the payment arrangement as specified in the Request for Qualifications.