

City of Los Alamitos

Agenda Report Consent Calendar

August 24, 2015
Item No: 8F

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

Via: Bret M. Plumlee, City Manager

From: Jason Al-Imam, Administrative Services Director

Subject: Cable Operations Manager

Summary: This report seeks City Council approval of a Cable Operations Manager and authorization for an appropriation.

Recommendations:

1. Authorize the Mayor, City Manager, City Clerk and City Attorney to execute the Professional Services Agreement with OUR Los Al and to make certain non-substantive changes; and,
2. Review and approve the Scope of Services for Cable Operations Manager Services as set forth in Exhibit A to the Professional Services Agreement (Attachment 1 – Exhibit A; and,
3. Authorize an appropriation of \$50,727 from Fund 28 (Los Alamitos Television Fund) for Leightronix equipment (\$7,177), high-definition camcorders (\$10,000), upgrades to the Van for high-definition mobile operation (\$15,000), video production (\$10,000), Council and Commission meeting videos (\$5,550) and City events (\$3,000).

Background

On August 10th the City Council directed staff to draft a Professional Services Agreement for Cable Operations Manager services with OUR Los Al/Larry Strawther. This report requests approval of the agreement with the Cable Operations Manager, who will be responsible for overseeing day-to-day operations of Los Alamitos Television in addition to a number of other responsibilities.

Discussion

The Cable Operations Manager will be paid \$2,083.33 per month (\$25,000 per year - \$15,000 for operations and \$10,000 for production) for services performed in connection

with the duties of the Cable Operations Manager as outlined in Exhibit A of the Professional Services Agreement.

It is also recommended that the Cable Operations Manager provide other services such as the recording of City Council meetings, requested Commission meetings and requested City events. Larry Strawther will use existing resources, such as services provided by Doug Wood and John Underwood. The Cable Operations Manager will be paid \$150 per meeting for recording of all City Council meetings and requested Commission meetings. The Cable Operations Manager will also be paid \$750 per event for recording of requested City events (e.g. State of City, Race on the Base, etc.).

Larry Strawther's proposal dated July 31, 2015 provided the City with a 10% share of sponsorship, fundraising and advertising revenue. The City negotiated with Larry Strawther and he has agreed to share 15% of sponsorship, fundraising and advertising revenue with the City.

The City currently has an agreement with Consolidated Disposal which provides for \$6,500 per year for broadcasting of Los Alamitos High School sports, which will be remitted to the Cable Operations Manager for broadcasting of Los Alamitos High School sports upon receipt from Consolidated Disposal. If the funding from Consolidated Disposal ceases, the Cable Operations Manager will secure sponsorships from other funding sources.

Equipment Recommendations

The City currently uses a Leightronix Ultra Nexus 2+2, which is a piece of equipment that records high-quality digital media files for television rebroadcast. In order to facilitate live streaming, the City would need to purchase a live streaming encoder that is compatible with the City's current video server equipment. The Cable Operations Manager recommends that the City purchase a Leightronix IncodeX (H.264 Live Streaming Encoder), which provides viewers with programming (including council meetings) through the convenience of the Internet. All of Los Al TV content would be available on the Internet and on-demand, which can greatly increase viewership. For example, Los Al TV would be made available to those that have satellite TV and all LAUSD community members who may live outside Los Alamitos and Rossmoor. The estimated cost of the live streaming encoder equipment is \$3,179.

In order to facilitate the live streaming and video-on-demand (VOD) features, streaming services must also be purchased. The annual cost for VOD services (VieBit-V500) is estimated to be \$2,299. The annual cost for live streaming services (VieBit-L750) is estimated to be \$2,299. If the two services are purchased together, the City would receive a savings discount of \$600.

The Cable Manager also recommends that the City purchase two high-definition camcorders and various upgrades to the City van for high-definition mobile operation, which is estimated to cost approximately \$24,600. At this time, Staff requests an

appropriation for the Leightronix equipment, camcorders and Van upgrades which will be purchased pursuant to the City's purchasing rules. The Cable Operations Manager will return to the City Council at a future date with additional recommended upgrades and purchases related to the Studio.

Fiscal Impact

\$25,000 has been budgeted in the City's General Fund for meeting cablecasting, LATV supplies, LATV contractual services and event filming for Fiscal Year 2015/16. The annual cost to the General Fund is estimated to be \$15,000 for cable operations with \$10,000 associated with production being paid out of Fund 28 - Los Alamitos Television Fund. The estimated cost associated with recording Council and Commission meetings is \$5,550, which is \$150 per meeting and assumes 25 City Council meetings & 12 Planning Commission meetings. The Council and Commission meetings will also be paid out of Fund 28. If the City Council approves the Professional Services Agreement with OUR Los Al, the City would save approximately \$10,000 on an annualized basis, which would provide the General Fund with budgetary savings.

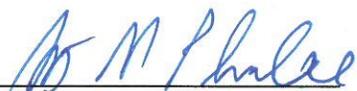
Fund 28 (Los Alamitos Television Fund) has over \$140,000 in undesignated funds and receives approximately \$31,000 per year in PEG fees. This report includes a recommendation for live streaming equipment and related services, two high-definition camcorders and upgrades to the Van for high-definition mobile operation for a total of \$32,177, which would be funded from Fund 28. This report also recommends that \$10,000 for LATV production and \$3,000 for City event production be funded from Fund 28. Fund 28 is funded with PEG fees that are required to be spent on capital expenditures. LATV and City event production programming provides the City with video content that is a capital asset and therefore can be spent with PEG money. The City's recoupment of funds from sponsorships and advertising revenue could be earmarked for capital purchases which would replenish the balance in Fund 28.

Submitted By:



Jason Al-Imam
Administrative Services Director

Approved By:



Bret M. Plumlee
City Manager

Attachment: 1. Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT
(City of Los Alamitos/OUR Los Al)

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of Los Alamitos, a California municipal corporation (“City”), and OUR Los Al, a tax-exempt nonprofit organization (“Consultant”).

2. RECITALS

- 2.1 City has determined that it requires the following professional services from a consultant: cable operations manager services as set forth in this agreement.
- 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 at the rates set forth in Exhibit “B”.
- 3.3 “Commencement Date”: September 1, 2015
- 3.4 “Expiration Date”: June 30, 2016

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.

- 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 which would in any way prevent Consultant from fulfilling any obligations or duties specified in the Scope of Services.
- 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. Larry Strawther shall be the Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. 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 at the rates set forth in Exhibit "B".
- 6.2 Each month Consultant shall submit an invoice to the City for Cable Operations Manager services, coverage of City Council and Commission Meetings and filming of City events at the rates set forth in Exhibit "B". 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 The Cable Operations Manager may seek sponsorships, fundraising and advertising revenue. The Cable Operations Manager shall provide the City with detailed accounting records that list all amounts received each year (July 1 to June 30), which shall be provided to the City on or before August 15th of each year. The Cable Operations Manager shall also maintain documentation related to sponsorships, fundraising, and advertising revenue that supports the underlying accounting records. For example, the Cable Operations Manager should retain copies of "thank you" letters to donors and advertisers acknowledging amounts contributed to Los Alamitos Television. The Cable Operations Manager shall be

entitled to retain a portion of sponsorship, fundraising and advertising revenue in accordance with the fee structure set forth in Exhibit "B". The portion of revenue that is due to the City based on the fee structure set forth in Exhibit "B" shall be remitted to the City once a year in accordance with the procedures set forth in Exhibit "B".

- 6.4 The City currently has an agreement with Consolidated Disposal which provides for \$6,500 per year for broadcasting of Los Alamitos High School sports, which will be remitted to the Cable Operations Manager (consistent with City warrant processing procedures). If the funding from Consolidated Disposal ceases, the Cable Operations Manager will secure sponsorships from other funding sources. Failure or inability to secure such funding will not excuse performance under the Agreement.
- 6.5 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 approved fee schedule.

7. OWNERSHIP OF WRITTEN PRODUCTS

All recordings, discs, reports, documents or other written or recorded material (in any format) with the exception of proprietary work papers ("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 patent or copyright application or claim 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 its 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, if any, 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.

11.1.4 Professional Errors and Omissions Insurance with coverage limits not less than One Million Dollars (\$1,000,000).

- 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 broker 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.

11.12 General liability, automobile and worker's compensation insurance shall be occurrence based. Professional errors and omissions insurance shall be occurrence based or claims made coverage provided that equivalent claims made coverage is maintained for three years following conclusion of the work.

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 M. Plumlee, City Manager
Telephone: (562) 431-3538
Facsimile: (562) 493-1255

If to Consultant:
OUR Los Al
Attn: Larry Strawther
3251 Orangewood Avenue
Los Alamitos, CA 90720
Telephone: (562) 522-6670

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 immediately 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. LOS ALAMITOS TELEVISION EQUIPMENT

19.1 Consultant shall be responsible for repair and replacement of Los Alamitos Television equipment damaged during the term of this agreement, but shall not be responsible for normal wear and tear of equipment used nor for damage caused by others not under the direction, supervision or control of Consultant.

20. ADVERTISING AND SPONSORSHIPS

20.1 Consultant shall be permitted to solicit and/or broadcast any advertising and sponsorship subject to applicable federal, state and local laws, rules and regulations. City retains the right to audit any and all records of such funds, pursuant to Section 13 of this Agreement, at anytime.

21. INTELLECTUAL PROPERTY RIGHTS

21.1 "Intellectual Property" means all intellectual and industrial property created, developed or reduced to practice by a party under this Agreement including, without limitation, software, compilations of data and computer databases, mapping data, algorithms, business and technical rules, specifications, designs and industrial designs, know-how, confidential information, works of authorship, inventions and improvements.

21.2 "Intellectual Property Rights" includes all intellectual and industrial property rights in Intellectual Property including all rights to copyrights, copyright registration applications, copyright registrations, trademarks, trademark registration applications, trademark registrations, patents, inventions, discoveries, patent applications, industrial designs, design rights, trade secrets and information of a confidential nature, which shall be the sole property of the City of Los Alamitos.

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

By _____
Richard D. Murphy, Mayor

"Consultant"
OUR Los Al

By _____
Larry Strawther, President

Date: _____

Date: _____

Attest:

By _____
Windmera Quintanar, CMC, City Clerk

Date: _____

Approved as to form:

By _____
Cary S. Reisman, City Attorney

EXHIBIT A SCOPE OF SERVICES

Cable Operations Manager Duties:

- a. Oversee all video production for the city including telecast and online streaming of City Council and commission meetings and other city meetings and city events.
- b. Record all Los Alamitos High School home football games and edit them for presentation on LATV Channel 3.
- c. Perform all aspects of daily programming (planning, scheduling, etc.). The Cable Operations Manager will also select, acquire, and maintain programs and other needed materials and obtain legal clearances for their use as necessary. The City reserves the right under this Agreement to require coverage of required programming (e.g. City Council meetings, Commission meetings, Los Alamitos School Board meetings, Rossmoor Community Services District Board meetings, etc.) which shall be broadcast on LATV upon request by City and at the times requested by City. Provide time slots for public access programming.
- d. Seek sponsorships, grants, and other funding sources.
- e. Advise the City on recommended equipment purchases for LATV. Upon approval by the City, the Cable Operations Manager will carry out the procurement of equipment in accordance with the City's purchasing policies as outlined in Chapter 2.60 of the City's Municipal Code.
- f. Advise the City on the role of the Cable Commission.
- g. Oversee the Cable Commission (e.g. attend all meetings, develop policies and procedures for the Cable Commission, act as the primary liaison between the Cable Commission and the City Council, etc.).
- h. Attend City Council meetings, as requested.
- i. Oversee and coordinate scheduling and use of the LATV studio and mobile equipment, or other LATV equipment.
- j. Develop and implement effective and efficient operation of all policies, procedures, and long-range strategic plans for LATV, including goals, objectives and timetables.
- k. Coordinate with the Los Alamitos Unified School District to partner on video production instruction and other training at Los Alamitos High School or other district school sites.

Other Services:

- a. Record all City Council meetings, requested commission meetings and requested City events including all post-production (if necessary), programming and broadcasting work.

**EXHIBIT B
APPROVED FEE SCHEDULE**

Cable Operations Manager

The Cable Operations Manager shall receive two-thousand eighty-three dollars and thirty-three cents (\$2,083.33) per month (\$25,000 per year - \$15,000 for operations and \$10,000 for production) in full payment (except as specifically set forth herein) for services performed in connection with the duties of the Cable Operations Manager as outlined in Exhibit A.

Coverage of City Council Meetings and Commission Meetings

The Cable Operations Manager shall receive \$150 per meeting for filming of all City Council meetings and requested commission meetings including all post-production, programming and broadcasting work.

City Events

The Cable Operations Manager shall receive \$750 per event for filming of requested City events (e.g. State of City, Race on the Base, etc.) including all post-production, programming and broadcasting work.

Sponsorships

Sponsorships, Fundraising and Advertising Revenue – The Cable Operations Manager shall seek sponsorships and other funding sources. The first \$15,000 collected by the Cable Operations Manager (excluding \$25,000 paid by the City for cable operations services and \$6,500 received from Consolidated Disposal) on an annual basis (July 1 to June 30) for LATV shall be retained by the Cable Operations Manager. In addition, the Cable Operations Manager shall retain 85% of sponsorships, fundraising and advertising revenue that is generated by the Cable Operations Manager that exceeds \$15,000. The Cable Operations Manager shall provide the City with detailed accounting records that lists all amounts received each year (July 1 to June 30), which shall be provided to the City on or before August 15th of each year. The portion of revenue that is due to the City shall be remitted to the City once a year on or before August 15th.

Consolidated Disposal - The City currently has an agreement with Consolidated Disposal which provides for \$6,500 per year for broadcasting of Los Alamitos High School sports, which will be remitted to the Cable Operations Manager for broadcasting of Los Alamitos High School sports upon receipt from Consolidated Disposal (consistent with City warrant processing procedures). If the funding from Consolidated Disposal ceases, the Cable Operations Manager will secure sponsorships from other funding sources. Failure or inability to secure such funding will not excuse performance under the Agreement.