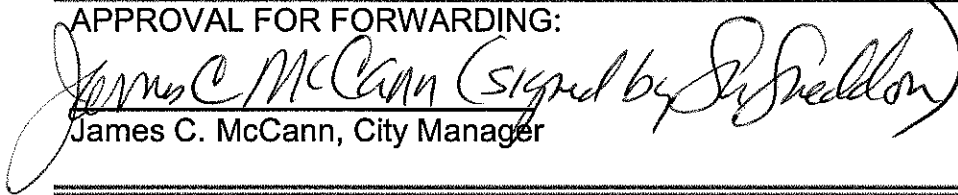


City of Calistoga

Staff Report

TO: Honorable Mayor and City Council
FROM: Susan Sneddon, City Clerk
DATE: November 18, 2008
SUBJECT: Agreement with the Calistoga Joint Unified School District for recording and broadcasting services for the Trustees regular and special meetings

APPROVAL FOR FORWARDING:


James C. McCann, City Manager

ISSUE:

Consideration of a Resolution authorizing an agreement with the Calistoga Joint Unified School District for recording and broadcasting services for the Board's regular and special meetings.

RECOMMENDATION:

Adopt Resolution.

BACKGROUND/DISCUSSION:

The City of Calistoga and the Calistoga Joint Unified School District (District) have a long history of partnering to wisely utilize limited facilities, resources, and personnel. Earlier this year Jeff Johnson, District Superintendent, requested that the City provide recording and broadcasting services at the Community Center for the District's Board regular and special public meetings starting in January 2009. Attached is the proposed agreement for the requested services.

The scope of services (Exhibit A) includes the recording services provided by the City; set-up and break-down of equipment required to conduct and record the public meetings. The fee for the use of the Community Center is waived pursuant to a Joint Use Facility Agreement between the City and District.

The rates and schedules (Exhibit B) provides a list of City fees for staff time, recording/broadcasting fees, 5% additional administrative cost, and the annual fee adjustment.

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November 18, 2008 Staff Report

Re: Agreement with the CJUSD for recording/broadcasting services District

Board of Trustees public meetings

Page 2 of 2

28 The attached agreement is intended to establish the terms of this agreement and
29 staff recommends that the Council adopt the Resolution authorizing the proposed
30 agreement.

31

32 **FISCAL IMPACT:**

33 The City will invoice the District for these services therefore there is no fiscal
34 impact to the City. The District fee for use of the Community Center is waived
35 pursuant to the Joint Use Agreement between the City and the District. The
36 terms of this proposed agreement

37

38 **ATTACHMENTS:**

39

40 1. Draft Resolution

41 2. Proposed Agreement

**CALISTOGA JOINT UNIFIED SCHOOL DISTRICT
AND
CITY OF CALISTOGA**

**AGREEMENT FOR FACILITY, RECORDING AND BROADCASTING
SERVICES FOR THE CALISTOGA JOINT UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES PUBLIC MEETINGS**

Authorizing Agreement No. ____

THIS AGREEMENT is entered into as of the ____ day of _____ 2008, by and between the CITY OF CALISTOGA herein called the "City", and Calistoga Joint Unified School District, herein called the "District".

GENERAL RECITALS

A. City owns certain public facilities which the District may reserve for District meetings and events pursuant to the Agreement between the City of Calistoga and Calistoga Joint Unified School District for Joint Use of Certain Public Facilities Owned by the City of Calistoga and Calistoga Joint Unified School District" dated March 21, 2006.

B. The purpose of this Agreement is to provide to the District the use of the Community Center for the District Board of Trustees regular and special public meetings and to ensure that the risk or liability is borne by the user of the facilities or public property.

C. The services of City are to commence no sooner than the 12th of January 2008 and be completed not later than 30th of June 2010. Any changes to these dates must be approved in writing by the City Manager or his or her designee.

AGREEMENT

In consideration of the foregoing and the further covenants and conditions herein contained, City and District do hereby agree as follows:

1. **District Use of the Community Center.** City allows the District to use the Community Center for the District Board of Trustees regular and special public meetings beginning on January 12, 2009 as described on the attached "Exhibit A" subject to the terms and conditions set forth in this Agreement.
2. **Set-up and Break-down, Remove Equipment.** The City shall be responsible for providing set-up and break-down of equipment required to conduct and record the public meetings including tables, chairs, microphones, audio/visual cables, and audience seating.

3. **Recording and Broadcasting.** The City shall be responsible for providing audio and video recording and broadcasting services for the District Board of Trustees regular and special public meetings. Broadcasting the District Board of Trustees public meetings shall include to the extent technically feasible a live broadcast of the meeting on Channel 28 and a minimum of two (2) pre-scheduled evening re-broadcasts within (2) two weeks of meeting recording. In the event that the City experiences technical difficulties the City will not be held responsible for recording and broadcasting the District Board of Trustees meetings. The City Council will have first priority of the use of the Community Center if an emergency meeting is to be held.
4. **Cost of City Services.** The District shall be responsible for reimbursing the City for all services provided pursuant to "Exhibit B".
5. **Invoicing.** The City will provide a detailed invoice on a month basis to the District.
6. **Cancellation of public meetings.** The District shall notify the City within (3) three calendar days notice when canceling previously scheduled public meeting dates. If the City incurs any added cost due to the cancellation of any meetings after the 3 (three) calendar day notice the District will reimburse the City.
16. **Term.** The term of this Agreement shall be from January 1, 2009 to June 30, 2010 and can be terminated with or without cause by the City or the District within 30 days notice. The terms and conditions shall continue unless notified by either party.
17. **Modifications.** The terms and conditions of this Agreement may be modified or changed only by written mutual consent of the parties.

18. Notification. Any notices sent to City and District pursuant to this Agreement, shall be addressed as follows:

For the City: James McCann
City Manager
1232 Washington Street
Calistoga, CA 94515
(707) 942-2805

For the District: Jeffrey Johnson
Superintendent
1520 Lake Street
Calistoga, CA 94515
(707) 942-4703

CITY:
CITY OF CALISTOGA

Dated: _____

James, C. McCann, City Manager

DISTRICT:
CALISTOGA JOINT UNIFIED
SCHOOL DISTRICT

Dated: _____

Jeff Johnson, Superintendent

Dated: _____

Board Clerk

APPROVED AS TO FORM:

Dated: _____

Michelle Marchetta Kenyon, City Attorney

ATTEST:

Dated: _____

Susan Sneddon, City Clerk

Exhibit A

(Scope of Services)

1. The use of the Community Center will be provided by the City for the District Board of Trustees regular public meetings typically one time per month and special public meeting as facility space is available.
2. The City shall be responsible for providing set-up based on agreed standard arrangement of tables and chairs, break-down and removal of the following equipment for the regular and special public meetings:
 - Tables with skirting
 - Chairs
 - Podium
 - Portable projector screen
 - Microphones
 - Audio/visual cables
 - Audience seating
3. The City's intent is to perform a live broadcast on Channel 28 of all District Board of Trustees regular and special public meetings
4. City staff to provide recording and broadcasting services. The regular and special public meetings shall include to the extent technically feasible a live broadcast of the meeting on Channel 28 and a minimum of two (2) pre-scheduled evening re-broadcasts within (2) two weeks of meeting recording.

Exhibit B

(Rate and Schedules)

Following are the fees on a "per meeting" basis:

- Section 1. City's Staff Fee
Set-up and break-down and removal of equipment: \$150.00 per meeting
- Section 2. Recording/Broadcasting Service Fee
0 – 1.5 hours = \$60.00
Up to 3 hours = \$80.00
Over 3 hours \$20 in 30 minutes increments
Set up broadcasting: \$20.00 per meeting
- Section 3. Community Center Rental Fee
The fee for the Community Center is waived pursuant to an Agreement between the City and District for Joint Use of Certain Public Facilities Owned by the City of Calistoga and Calistoga Joint Unified School District" March 21, 2006.
- Section 4. An additional 5% of the total fees will be charged for administrative costs.
- Section 5. Annual fee adjustment
As of July 1, 2009 the above fees in Sections 1 and 2 above shall be adjusted by not less than the San Francisco-San Jose-Oakland All Urban Consumer Price Index median change from the prior June to April or no greater than 5% which ever is less.