

TOWN OF FAIRFAX STAFF REPORT

To: Mayor and Members of the Town Council
From: Michael Rock, Town Manager 
Date: March 7, 2012
Subject: **Authorize the Town Manager to sign a Personal Services Agreement with Community Media Center of Marin (CMCM) for installation of cameras, cabling and video distribution and to provide video production services during Town Council meetings**

RECOMMENDATION

Staff recommends authorizing the Town Manager to sign a Personal Services Agreement with CMCM for installation of cameras, cabling and video distribution and to provide video production services during Town Council meetings.

DISCUSSION

At the February 1, 2012 Town Council meeting the Council directed staff to work with CMCM in crafting a Personal Services Agreement to install video equipment and to provide video production services for the regular Town Council meetings. The Agreement is flexible so that if the Council wants to have Special Meetings or other community meetings televised that option is available.

The Town of Fairfax, along with other local agencies in Marin County is able to utilize the PEG Funds for the capital costs needed to broadcast and web stream the Town Council meetings. Thus, there is no cost to the Town's General Fund (or any other fund) for the one time purchase of equipment.

Contracting with CMCM to broadcast the meetings is a critical need since there is no staff person either qualified or able to perform this function during a Council meeting. The other benefit of contracting with CMCM is that they have professional media staff and contracts like this one will allow the CMCM to operate more efficiently with the limited funding they receive.

FISCAL IMPACT

CMCM – monthly costs to broadcast the Town Council meetings are approximately \$100/hour or about \$7000/year depending on exactly how many Council or other meetings are broadcast.

ATTACHMENTS

Exhibit A: Personal Service Agreement with CMCM

Exhibit B: Video Proposal from CMCM

EXHIBIT A

PERSONAL SERVICES AGREEMENT TOWN OF FAIRFAX

THIS AGREEMENT is made and entered into this 8th day of March, 2012, by and between the Town of Fairfax (hereinafter referred to as "Town") and Community Media Center Marin (hereinafter referred to as "Consultant").

RECITALS:

WHEREAS, Town desires to retain the services of Consultant to provide professional video production support and maintenance for the broadcasting of Town Council meetings ; and

WHEREAS, Consultant is qualified by virtue of experience, training, education and expertise to provide such services.

WHEREAS it is anticipated the Marin Telecommunications Agency (MTA) will provide the funding necessary to design, purchase, and install video cameras and associated equipment in Town's Council Chambers

NOW, THEREFORE, Town and Consultant mutually agree as follows:

Section 1. Scope of Work.

CONTRACTOR shall perform the duties and/or provide services as follows:

A. Upon receipt of funding approval from the MTA, Consultant will install robotic video cameras, cabling, patch bays and video distribution equipment in the Fairfax Town Council Chambers located in the Women's Club building at 46 Park Road.

(1) This equipment will interface with any live web streaming services installed by the Town and will also be designed for live cable casting.

(2) Consultant will specify and purchase the equipment and retain ownership of said equipment.

(3) All wiring done by Consultant will be low voltage Cat5e cable installed above the soffit encircling the Town Council Chambers. Wiring will terminate at the side counters of the dais. Additional audio wiring will be pulled from the existing audio cabinet as needed.

B. Consultant will provide video production services during normally-scheduled meetings of the Town Council if requested to do so by the Town. Such request shall be made at least two weeks in advance of the scheduled meeting.

(1) Consultant will provide the additional equipment (such as camera controller, video switcher, etc) necessary for production services during meetings.

(2) Consultant will schedule personnel and additional equipment to arrive onsite no later than 15 minutes prior to the start of a scheduled meeting.

(3) Consultant personnel will operate cameras and related equipment during meetings to enable recording and live streaming of proceedings.

(4) Consultant will introduce additional content into the recordings and live stream of meetings only with prior approval from the Town Manager.

(5) Consultant personnel will advise and assist Town personnel as needed to isolate any system problems and obtain assistance from Town information technology team members, web streaming service technicians, or other vendor personnel as appropriate. Consultant will retain ultimate responsibility for troubleshooting and maintenance of consultant provided equipment.

C. Consultant will record and provide delayed playback of normally-scheduled meetings on the local Government Cable Channel (Comcast Cable channel 27).

(1) Consultant will coordinate with Town's PROJECT MANAGER to establish a mutually agreeable schedule for broadcasting previously recorded meetings on the Government Cable Channel.

D. Consultant will make video production services available to other agencies and organizations that use the Women's Club (Council Chambers) for their meetings and events, at no additional cost to the Town. The same charges will apply to these other entities requesting the services of the consultant.

(1) Responsibility for approving and scheduling the use of the Town Council Chambers by other agencies and organizations will remain with the Town.

(2) Consultant will work directly with other agencies and organizations as needed to schedule production services and handle billing requirements.

Consultant warrants that all of its services shall be performed in a competent, professional and satisfactory manner and in accordance with the prevalent standards of its profession.

Section 2 Duties of Town

Town shall perform the duties as follows:

A. Town will provide Consultant with access to the Town Council Chambers for a period of up to two weeks to complete the equipment installation.

(1) Installation will be scheduled in advance, during normal Town business hours.

(2) Town will coordinate Consultant access to existing audio cabinet with current audio system maintenance vendor.

(3) Town will arrange for data communication cabling and equipment necessary to interface Consultant equipment with the Town, MIDAS, and Internet networks.

B. Town will provide Consultant with work space in the Town Council Chambers as needed to perform video production services.

C. Town will provide Consultant with a copy of the regular meeting schedule as it becomes available and notify consultant as needed when changes occur.

(1) Town will notify Consultant's PROJECT DIRECTOR by email or phone call at least 48 hours prior for any meetings added to the schedule.

(2) Town will notify Consultant's PROJECT DIRECTOR by email or phone call at least 24 hours prior for any canceled meetings.

Section 3. Term.

This Agreement shall commence on March 8, 2012 and continue until terminated as provided in Section 14 herein.

Section 4. Compensation.

4.1 Rate Schedule.

For the full performance of the services described herein by Consultant, Town shall pay Consultant an amount not to exceed \$10,000 per year, as follows:

A. Town will pay Consultant at the rate of \$100 per hour for production services that include multi-camera video coverage of normally-scheduled meetings in the Town Council Chambers in addition to subsequent scheduling and programming of the video on Channel 27.

B. Town will pay Consultant according to their standard rate sheet (Appendix A) for services provided outside the Town Council Chambers and for any optional/additional post-production work requested.

C. Town will pay Consultant a cancellation fee of \$100 for any meetings canceled without proper notice being given as covered in Paragraph 2.C.(2)

D. Should there be a need for additional electrical wiring, Town will contract with the appropriate sources for that work to be done at the Town's expense.

E. Payment will be made monthly upon receipt by PROJECT MANAGER of itemized invoices submitted by Consultant.

Included within the above compensation are all the Consultant's expenses. No expenses of Consultant shall be chargeable to the Town without the prior written approval of Town.

4.2 Method of Payment.

Payment shall be made in compliance with the terms of the payment schedule set forth in the approved task order.

4.3 Records of Expenses.

Consultant shall keep complete and accurate records of all costs and expenses incidental to services covered by this Agreement. These records will be made available at all times to Town.

Section 5. Independent Contractor.

It is agreed that Consultant shall act and be an independent contractor and not an agent or employee of Town and shall obtain no rights to any benefits which accrue to those agencies' employees.

CONSULTANT shall, to the fullest extent permitted by law, indemnify, protect, defend and hold harmless town, and its employees, officials, agents and volunteers ("Indemnified Parties") for all claims, demands, costs or liability that arise out of, pertain to, or relate to the negligence or willful misconduct of CONSULTANT, its officers, employees, agents, in said performance of professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence or intentional misconduct of LOCAL AGENCY.

Section 6. Changes to Scope of Work.

Changes in the Scope of Work may occur from time to time, within the general framework of the Scope that has already been outlined. In the event of a change which exceeds the general framework as outlined in the Scope of Work as set forth in Section 1, the Parties hereto shall execute an addendum to this Agreement setting forth with particularity all terms of the new agreement, including but not limited to any additional Consultant's fees.

Section 7. Familiarity with Work.

By executing this Agreement, Consultant warrants that it has investigated the work to be performed and is capable of performing that work.

Section 8. Compliance with Law.

Consultant shall comply with all applicable laws, ordinances, codes and regulations of federal, state and local government.

Section 9. Conflicts of Interest.

Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services contemplated by this Agreement.

Section 10. Copies of Work Product.

All reports submitted shall be in electronic reproducible format.

Section 11. Insurance.

Consultant shall provide evidence of automobile insurance coverage reasonably acceptable to the Town prior to commencing work.

Section 12. Termination.

Town shall have the right to terminate this Agreement by giving thirty (30) days' advance written notice of termination to Consultant. Consultant shall be entitled to full payment for services performed prior to the effective date of termination

Section 13. Notice.

All notices shall be personally delivered, mailed telephones or emailed to the below listed addresses, or to such other addresses as may be designated by written notice.

To Town: Town of Fairfax
 Michael Rock, Town Manager
 142 Bolinas Road
 Fairfax, CA 94930

To Consultant :
Community Media Center of Marin
Michael Eisenmenger
819 A Street, suite 21
San Rafael, CA 94901
Michael@cmcm.tv 417 721-0636 x16

Section 14. Entire Agreement.

This Agreement constitutes the entire understanding and agreement between the parties and supersedes all previous negotiations between them pertaining to the subject matter thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

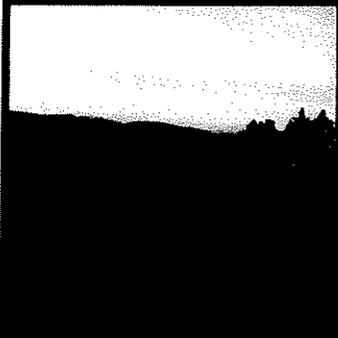
TOWN OF FAIRFAX

By: _____
 Michael Rock, Town Manager

CONSULTANT

By: _____
 Michael Eisenmenger, Executive Director

EXHIBIT B



COMMUNITY MEDIA CENTER OF MARIN

Video Proposal Fairfax October 2011

Michael Eisenmenger
Executive Director



would be 110v and may require the installation of conduit and possibly additional electrical circuits depending on existing service and city building codes.

Audio

The current public address system consists of microphones on the dias which terminate to a locked audio cabinet (CMCM hasn't tested existing hardware). As the system is considered satisfactory for current use, we are making the assumption this should be adequate for providing audio to the video. We anticipate being able to take an output from the current system, though it may be necessary to add a distribution amplifier to stabilize the audio signal to the control room (minimal costs involved here). Costs here are minimal unless hardware requires replacement

Video

For the multi-camera video installation, cameras would be placed on each side of the chamber and in the back. Camera 4 would retain a wide shot of the entire dias and could be placed in the back as indicated. Camera 3 would afford close-ups of individual council members on the left side of the dias and staff. Camera 2 would frame any projected presentations, shooting off the screen, until a dedicated projection system is installed, and also cover public speakers at the podium. Camera 1 would capture council members on the right side of the dias and staff. Cameras would be robotic and remotely operated from the video control area by a single operator.

Presentation System

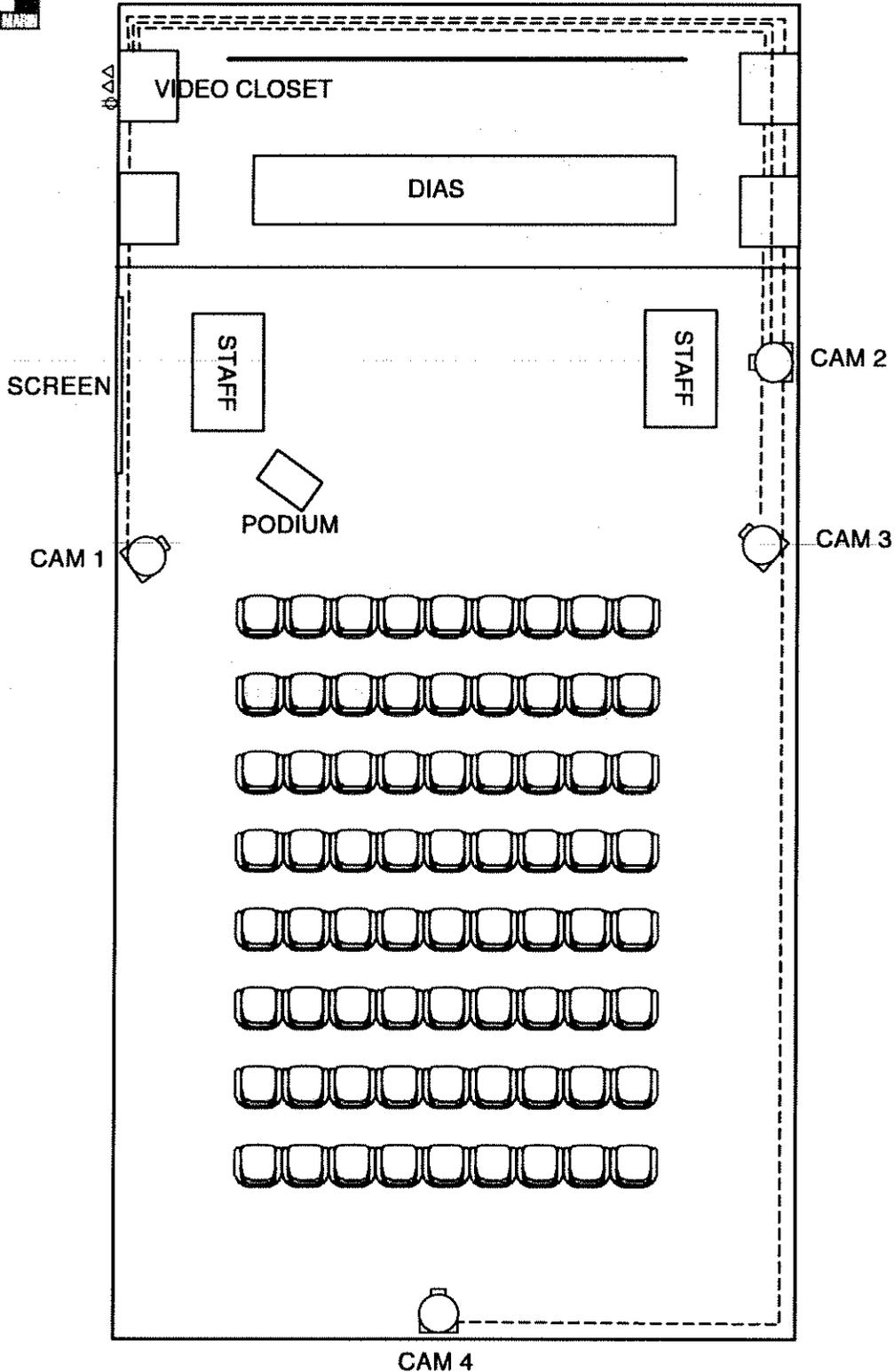
For projection equipment installation, we recommend that the town seek the services of an certified and bonded AV integrator for the installation and wiring. There would be electrical work required as well as the mounting of heavy equipment that poses some liability issues. This works falls beyond the scope of what CMCM is able to provide at present, though the Fairfax pubic works department is likely capable.

Once installed, CMCM can split the computer signal to the projector and provide that as an input to the video switcher in the control room. This will entail some minor wiring under the dias floor but will yield a cable/webcast of computer presentations (powerpoint, etc.).



Fairfax - Camera Positions

The Sony EVI-D70 camera can rotate (pan) up to 300°.





Live Webcasting

There are a number of options available for live webcasting, archive and storage from CMCM and third party vendors.

CMCM Services

CMCM can offer live flash streaming and archiving as part of the production services on a per meeting rate. Fairfax would have it's own dedicated web channel and could embed that as a player on the city web site for local residents to view. Archive recording of the web stream takes place on the encoder provided by CMCM and is then uploaded to our server for video on demand access via the internet. CMCM offers no indexing or other services at present.

Third Party Vendors

There are a number of third party vendors that provide similar and enhanced services, including Granicus and Earth Channel amongst others. These services offer more features but typically cost \$700-1200 mo plus an initial setup costs up to \$5000.

In the past CMCM has discussed a bulk rate with Earth Channel that reduced these prices substantially and we are open to pursuing that again if these services are desired. Earth Channel's services are very similar to that of Granicus in terms of archiving and indexing files on the web and syncing the video with agendas and minutes. Clerks and city staff can do this easily after meetings (or during with 'live indexing'.