

Council Business Meeting

December 3, 2019

Agenda Item	Intergovernmental Agreement with Southern Oregon University for Public Access Television Services (RVTV)	
From	Adam Hanks	Assistant City Administrator
Contact	Adam.hanks@ashland.or.us	

SUMMARY

This is an Intergovernmental Agreement (IGA) with Southern Oregon University to provide government and public access television services through Rogue Valley Community Television (RVTV).

POLICIES, PLANS & GOALS SUPPORTED

Enhance and improve transparency and communication.

PREVIOUS COUNCIL ACTION

See background and additional information.

BACKGROUND AND ADDITIONAL INFORMATION

RVTV, through Southern Oregon University, provides government and public access television services for the City of Ashland. The current Agreement expired on June 30, 2019. Previous agreements have been executed on June 11, 1996, September 9, 2005, June 18, 2012, and August 1, 2016.

Services provided are listed under Section 2 of the agreement. These services include:

- Engage in the cable cast of Public Education and Government (PEG) access programming and assume control of all cable channels and interconnect facilities made available to the City for its use.
- Provide to the citizens of Ashland with various educational courses in digital media. An annual certification course in the usage of the RVTV studio and RVTV Public Access Field equipment will be offered. All individuals completing these courses will receive the benefits of usage of the resources on which they were trained at free or reduced rates.
- Provide regular equipment maintenance services and support up to four hours per month to all video and audio equipment located in the City's Council Chambers at 1175 East Main Street.
- Provide telephonic assistance to the City to help trouble shoot any technical problems that should occur during any scheduled City meeting. Such telephonic assistance shall be available at all times. RVTV's telephonic response to the City's telephonic request for assistance should occur within one-half of an hour. RVTV shall provide an "on call" phone number to the City that will be answered by a competent technician.
- Ensure proper repair, maintenance and security of equipment purchased for use at the RVTV facility with City funds provided. All such purchased equipment shall become the property of SOU.
- Produce government access programming for the City, the regularly scheduled bi-monthly City Council meetings, bi-monthly City Council study sessions, monthly Planning Commission meetings, annual Budget Committee meetings, up to twelve additional meetings in council chambers, and up to seven City Band concerts in Lithia Park (weather permitting). Additional media services may be purchased by or under the direction of the City Administrator.
- Reserve playback capabilities for a channel provided by the City of Ashland's Ashland Fiber Network (AFN) or a designated cable television provider.

- Provide Video on Demand (“VOD”) services to include archiving up to 100 programs files of City government access programming for a period of not less than one year from the date of capture. RVTV will link the video programming to the City website within twenty-four hours of the live broadcast.
- Determine, after consultation and approval by the City, use of channels assigned to the City.
- In addition to an annual report summarizing key programming related metrics, consumption trends, and program utilization, SOU shall provide information to the City, upon request, that the City deems reasonable and appropriate regarding SOU’s RVTV activities including, but not limited to, the use of all funds and the provision of all services.

FISCAL IMPACTS

The annual cost for fiscal year 2019/2020 is \$70,640 and for fiscal year 2020/2021 is \$72,759. Both are a three percent increase over the previous fiscal years. PEG fees collected as part of existing cable TV franchise agreements assist in funding equipment utilized to provide the services listed above. The operating costs associated with the contract are allocated from the general fund.

STAFF RECOMMENDATION

Staff recommends Council approve this agreement with Southern Oregon University.

ACTIONS, OPTIONS & POTENTIAL MOTIONS

I move to approve the Intergovernmental Agreement with Southern Oregon University for public access television services through RVTV.

REFERENCES & ATTACHMENTS

Attachment 1: Intergovernmental Agreement with Southern Oregon University for Biennium 2019/2021.

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF ASHLAND AND SOUTHERN OREGON UNIVERSITY
FOR
ROGUE VALLEY COMMUNITY TELEVISION (RVTV) SERVICES

This Intergovernmental Agreement (hereinafter “Agreement”) is entered into by and between THE CITY OF ASHLAND, an Oregon municipal corporation (hereinafter “City”), and SOUTHERN OREGON UNIVERSITY, a public university in the State of Oregon (hereinafter “SOU”).

RECITALS

- A. ORS Chapter 190 authorizes a unit of local government to enter into an agreement with another unit of local government or state agency for the performance of any or all functions and activities that a part to the agreement has authority to perform; and
- B. The City and SOU have provided cable access television to the Ashland community for many years as reflected in the prior agreements between the City and SOU and its predecessors, including agreements executed on June 11, 1996; September 9, 2005; June 18, 2012; and August 1, 2016; and
- C. The current agreement between the City and SOU expired on June 30, 2019. This Agreement is intended to replace and supersede all prior written and verbal agreements between the parties; and
- D. City and SOU are entering into this Agreement to identify each party’s roles and responsibilities in the provision of cable access services through the operation of Rogue Valley Community Television (RVTV).

AGREEMENT

NOW, THEREFORE, in consideration for the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. **DURATION.** This Agreement shall be effective retroactively to July 1, 2019, (the “Effective Date”) and shall continue in full force and effect until and including June 30, 2021, unless sooner terminated as provided herein. This Agreement may be extended for no more than one (1) additional two (2)-year term upon the mutual written consent of the parties.
- 2. **SOU’S RESPONSABILITIES.** SOU shall have the following objectives and responsibilities throughout the term of this Agreement:
 - 2.1 Operate Rogue Valley Community Television (RVTV).

- 2.2 Engage in the cable cast of Public Education and Government (PEG) access programming and, subject to this Agreement, assume control of all cable channels and interconnect facilities made available to the City for its use.
- 2.3 Provide to the citizens of Ashland with various educational courses in digital media. An annual certification course in the usage of the RVTV studio and RVTV Public Access Field equipment will be offered. All individuals completing these courses will receive the benefits of usage of the resources on which they were trained at free or reduced rates.
- 2.4 Provide regular equipment maintenance services and support up to four (4) hours per month to all video and audio equipment located in the City's council chambers (1175 East Main Street).
- 2.5 Provide telephonic assistance to the City to help trouble shoot any technical problems that should occur during any scheduled City meeting. Such telephonic assistance shall be available at all times. RVTV's telephonic response to the City's telephonic request for assistance should occur within one-half (1/2) of an hour. RVTV shall provide an "on call" phone number to the City that will be answered by a competent technician.
- 2.6 Ensure proper repair, maintenance and security of equipment purchased for use at the RVTV facility with City funds provided pursuant to this Agreement. All such purchased equipment shall become the property of SOU.
- 2.7 Produce government access programming for the City, the regularly scheduled bi-monthly City Council meetings, bi-monthly City Council study sessions, monthly Planning Commission meetings, annual Budget Committee meetings, up to twelve (12) additional meetings in council chambers, and up to seven (7) City Band concerts in Lithia Park (weather permitting). Additional media services may be purchased by or under the direction of the City Administrator within the not-to-exceed limits of this Agreement; such additional services shall be charged at the rates reflected on the attached Exhibit A, "Southern Oregon Digital Media Center Production Rate Card."
- 2.8 Reserve playback capabilities for a channel provided by the City of Ashland's Ashland Fiber Network (AFN) or a designated cable television provider. If AFN, or its designated cable television provider, chooses to utilize the playback capabilities reserved for its use, SOU agrees to make available all applicable programming described in subsection 2.7, as well as additional RVTV programming mutually agreeable to both parties. If AFN, or its designated cable television provider, wishes RVTV to "package" content for the channel, a separate contract for services shall be agreed to by the parties.
- 2.9 Provide Video on Demand ("VOD") services to include archiving up to 100 programs files of City government access programming for a period of not less than one (1) year from the date of capture. RVTV will link the video programming to the City website within twenty-four (24) hours of the live broadcast.
- 2.10 Determine, after consultation and approval by the City, use of channels assigned to the City.

- 2.11 In addition to an annual report summarizing key programming related metrics, consumption trends, and program utilization, SOU shall provide information to the City, upon request, that the City deems reasonable and appropriate regarding SOU's RVTV activities including, but not limited to, the use of all funds and the provision of all services under this Agreement.

3. COMPENSATION TO SOU.

- 3.1 City shall pay SOU the sums set forth below as full compensation for the services provided in this Agreement, the City shall pay to SOU for RVTV services amounts not to exceed:

For Fiscal Year 2019-2020: **\$70,640.00** (seventy thousand six hundred and forty dollars) – a three percent (3%) increase over FY 2018-2019;

For Fiscal Year 2020-2021: **\$72,759.00** (seventy-two thousand seven hundred and fifty-nine dollars) – a three percent (3%) increase over FY 2019-2020.

- 3.2 City shall provide all necessary information to SOU to establish the City as a vendor for SOU. Such information shall include, but not be limited to, City's contact information and tax identification number.
- 3.3 Any equipment upgrades to the equipment located in the City's Council Chambers desired by the City will be funded separately by the City.
- 3.4 All payments made to SOU under this Agreement shall be send to the following address:

SOU Business Services
Accounts Receivable
1250 Siskiyou Boulevard
Ashland, Oregon 97520

- 4. LIVING WAGE REQUIREMENT.** SOU is required to comply with the Chapter 3.12 of the Ashland Municipal Code by paying a living wage, as defined in that chapter, to all employees performing any services or work under this Agreement and to any Subcontractor who performs 50% or more of the services or work under this Agreement. SOU is also required to post the notice attached hereto as "Exhibit B" predominantly in areas where it will be seen by all employees.

5. BUDGET NON-APPROPRIATION.

- 5.1 The City's obligation to pay and SOU's obligation to provide services and equipment under this Agreement are subject to non-appropriation of funds in each party's budget process.

5.2 The amount of money payable to SOU under section 3.1 is subject to final appropriation by the City in its budget process on an annual basis. Notwithstanding the termination provisions herein, termination may also occur for such non-appropriation. Specifically, all City obligations to provide compensation to SOU under this Agreement are contingent upon future appropriation as part of the City's budget process and local budget law, and the failure of the Ashland City Council to make the appropriation shall necessarily result in termination of this Agreement. As such, in the event insufficient funds are appropriated for the payments under this Agreement, and the City elects not to utilize any other lawfully available funds, then the City may terminate this Agreement at the end of its current fiscal year, with no further liability or penalty to the City. The City shall deliver written notice to SOU of such termination no later than thirty (30) days from the determination by the City of the event of non-appropriation.

5.3 If sufficient funds are not provided in future legislatively-approved higher education budgets or the allocation of such budgets by the Higher Education Coordinating Commission of SOU to permit SOU to continue providing services pursuant to this Agreement, or if the program for which this Agreement was executed is abolished, SOU may terminate this Agreement without further liability by giving the City not less than thirty (30) days prior written notice. In determining the availability of funds for this Agreement, SOU may use the budget adopted for it by the Higher Education Coordinating Commission. SOU will include funding in its budget request for each fiscal year sufficient to fulfill the terms of this Agreement.

6. **PERSONNEL.** No employees will be transferred pursuant to this Agreement. SOU shall be solely responsible for all wages and benefits paid to its employees working for RVTV.

7. **TERMINATION.**

7.1 This Agreement may be terminated at any time by the mutual consent of both parties.

7.2 This Agreement may be terminated by either party at any time, upon not less than ninety (90) days' prior written notice to the other party.

7.3 This Agreement may be terminated by either party if the other party commits any material breach of any of the terms or conditions of this Agreement and fails or neglects to correct the same within thirty (30) days of receiving written notice of such breach. If the breach is of such nature that it cannot be completely remedied within the 30-day period, this provision shall be complied with if correction of the breach begins within the 30-day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as is practicable.

7.4 This Agreement may be terminated for non-appropriation of funds as specified in Section 5.

7.5 In the event of termination of this Agreement, SOU shall pay to the City any unexpended funds received by SOU from the City. The City shall pay SOU for any services rendered and costs incurred by RVTV prior to the termination date.

8. ASSIGNMENT. SOU shall not assign or transfer any interest in this Agreement without the prior written consent of the City, provided, however, that SOU may subcontract the performance of any provision or obligation required by this Agreement, so long as SOU remains primarily responsible to the City for the performance of such provision or obligation.

9. INSPECTION OF RECORDS.

9.1 The City shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to properly and accurately reflect all costs of whatever nature claimed to have been incurred and anticipated in the performance of this Agreement. SOU, the Oregon Department of Higher Education, the Oregon Secretary of State and their duly authorized representatives shall have access to the books, documents, papers, and records of City which are directly pertinent to the Agreement for the purpose of conducting an audit or examination or making excerpts or transcripts. Such books and records shall be maintained by City for not less than three (3) years from the date of termination or expiration of this Agreement unless a shorter period is authorized by SOU in writing. The City is responsible for any City audit discrepancies involving deviation from the terms of this Agreement.

9.2 SOU shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to properly and accurately reflect all costs of whatever nature claimed to have been incurred and anticipated in the performance of this Agreement. The City and its duly authorized representatives shall have access to SOU's books, records, documents and other evidence which are directly pertinent to this Agreement for the purpose of conducting an audit or examination or for making excerpts or and transcripts. The City shall have access to such books, records, documents, and other evidence at all reasonable times, including during normal working hours. Such books and records shall be maintained by SOU for not less than three (3) years from the date of termination or expiration of this Agreement unless a shorter period is authorized by the City in writing. SOU is responsible for any SOU audit discrepancies involving deviation from the terms of this Agreement.

10. INDEMNIFICATION.

10.1 To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, SOU shall defend, save, hold harmless and indemnify the City and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities costs and expenses of any nature resulting from or arising out of, or relating to the activities of SOU or its officers, employees, contractors, or agents under this Agreement.

10.2 To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the City shall defend, save, hold harmless and indemnify SOU and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities costs and expenses of any nature resulting from or arising out of, or relating to the activities of the City or its officers, employees, contractors, or agents under this Agreement.

11. **INSURANCE.** SOU shall, at its own expense, maintain the following insurance during the term of this Agreement:
 - 11.1. Worker's Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all its subject workers.
 - 11.2. General liability insurance with a combined single limit, or the equivalent, of not less than \$2,000,000 (two million dollars) per occurrence for Bodily Injury and Property Damage.
 - 11.3. Automobile liability insurance of not less than \$1,000,000 (one million dollars) per occurrence.
 - 11.4. Notice of cancellation or change. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days' prior written notice from SOU or its insurer(s) to the City.
 - 11.5. Additional Insured/Endorsements. SOU shall name the City of Ashland, Oregon, and its elected officials, officers, and employees as Additional Insureds on any insurance policies, excluding Workers' Compensation, required herein, but only with respect to Consultant's services to be provided under this Agreement. The consultant's insurance is primary and non-contributory. As evidence of the insurance coverages required by this Agreement, the Consultant shall furnish acceptable insurance endorsements to the City. SOU shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.
12. **DISPUTE RESOLUTION.** The City and SOU shall attempt to resolve any dispute related to this Agreement through staff discussions at the lowest possible level. Both parties to this Agreement agree to provide other resources and personnel to negotiate and find resolution to disputes that cannot be resolved at the staff level. As a next step, claims, disputes or other matters in questions between the parties arising out of or relating to this Agreement, or breach thereof shall be determined by mediation. Disputes shall be initially submitted to mediation by a mediator chosen by the parties. The cost of mediation shall be borne equally by the parties. If the parties are unable to agree upon a mediator within five (5) days or if mediation fails to resolve the dispute, either party may mutually agree to any other form of dispute resolution or pursue litigation.
13. **NONDISCRIMINATION:** SOU agrees that no person shall, on the grounds of race, color, religion, creed, sex, marital status, familial status or domestic partnership, national origin, age, mental or physical disability, sexual orientation, gender identity or source of income, suffer discrimination in the performance of any services or work under this Agreement when employed by SOU. SOU agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

- 14. NOTICE:** All notices, certificates, or communications required by this Agreement shall be personally delivered or mailed using certified mail, postage prepaid to the parties at their respective places of business as set forth below by the parties:

If to the City of Ashland:

Kelly Madding or designee
City Administrator
20 East Main Street
Ashland, Oregon 97520

If to SOU:

Southern Oregon University
Contracts Officer
1250 Siskiyou Boulevard
Ashland, Oregon 97520

Notices shall be deemed given three (3) business days after deposit in the United States Mail, postage prepaid. In all other instances, notices, bills, and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and/or addresses of the person to whom notices, bills, and payments are to be given by providing notice pursuant to this section.

- 15. MERGER.** This Agreement constitutes the entire understanding and agreement between the parties. There are no understandings, agreements, or representations, wither oral or written, not specific herein regarding this agreement. No amendment, consent, or waiver of this Agreement shall bind either party unless in writing and signed both parties hereto.
- 16.** The parties, by the signatures below of their authorized representatives, acknowledge having read and understood this Agreement and agree to be bound by its terms and conditions.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in two (2) duplicate originals by their duly authorized officers as of the dates set forth below.

CITY OF ASHLAND

By: _____
Kelly A. Madding, City Administrator

Date: _____

SOUTHERN OREGON UNIVERSITY

By: _____

Printed Name: _____

Title: _____

Date: _____



SOUTHERN OREGON DIGITAL MEDIA CENTER PRODUCTION RATE CARD: EXTERNAL CLIENTS

The Southern Oregon Digital Media Center and its staff are available to support clients with a wide range of digital video production services and resources. We provide turn-key services that cover production needs from concept to broadcast, and clients can also rent our facilities and equipment or hire our team with hourly and daily rates.

PRODUCTION PACKAGES

Single Camera Event Package	
A solution for clients needing video archives of lectures or other events. Single camera, minimal post-production, event duration up to two hours. Archive quality only, not suitable for broadcast or other public use.	\$300
Premiere Event Package	
For broadcast or online presentation of lectures or other events. Deliverable includes a video file ready for HD broadcast or upload to YouTube or other social media platforms. Includes up to three cameras and operators, plus post-production and graphics integration. Service also includes consultation with DMC staff to optimize quality and impact of presentation.	\$600 ½ day \$1000 full day
Studio Program	
For live or taped programs in the DMC's studio. Deliverable includes a video file ready for HD broadcast or upload to YouTube or other social media platforms. Includes up to three cameras and operators, post-production and graphics integration, and hosting on our video server.	\$450 ½ hour \$550 1 hour
Organizational Profile Video	
A documentary style approach to a promotional profile video of an individual or organization. This 1- 3 minute short video will be crafted in collaboration with you and the DMC. Staff and/or faculty will lead a small student production crew to develop an interest-generating short.	\$850 and up
Multi-camera HD performance capture	
Development and production of a music video, digital short, exhibition film, or event documentary. We design maximum coverage of your event with multiple HD DSLR (or comparable) recordings to create an artistic and powerful video that captures the essence of the performance or activity. This package includes significant collaboration with your organization to create landmark documentation of your event.	\$1200 and up



SOUTHERN OREGON DIGITAL MEDIA CENTER TELEVISION PRODUCTION RATE CARD: EXTERNAL CLIENTS

HOURLY FEE SCHEDULE

Resource	Hour	½ Day (5 hours)	Day (10 hours)
Studio, Lights & Technician	\$50	\$200	\$400
Full Studio Production with 3- 5 Crew/Staff	\$200	\$700	\$1200
HD Camera & Technician (Includes audio capture)	\$150	\$500	\$1000
Staff Producer/Director	\$100	\$400	\$800
Post-Production Includes Rendering, Digital Editing, Graphics & Animation	\$55		

ADDITIONAL OPTIONS & FEES

Long format projects (over 20 minutes) can also be made available on our secure cloud-based video player for on-demand online viewing at \$50 per program.

We provide video conversions, exports and data transfers for \$20 per file.

Client productions that fit RVTV's content guidelines can be submitted for televised distribution on our cable access channels at no extra cost.

INSURANCE GUIDELINES

Companies or productions can choose to rent the DMC's studio & support spaces and provide their own production staff, but must carry an insurance policy with a \$1,000,000 minimum liability rider. A staff member must be present in the building during all usage, and that cost is included in our studio fee schedules.

ABOUT THE DMC

Based at Southern Oregon University, the DMC operates one of the largest television production facilities in Southern Oregon and Northern California. Our resources include a multi-camera HD television studio with full lighting grid, audio integration, green screen, and virtual set capabilities. The DMC offers multiple pricing options, and can prepare formal bids for any proposed use.