

AGENDA: May 12, 2009

4.10

CATEGORY: Consent

DEPT.: City Manager

TITLE: Approval of a Renewal of Agreement for Government and Public Access Television Services

RECOMMENDATION

Authorize the City Manager or his designee to renew an agreement for government and public access television services with KMVT Community Television.

FISCAL IMPACT

No impact on the General Fund as Public, Education and Government (PEG) funds are designated by the video provider(s) solely for public, education and government for PEG support, not for general use by the City.

The fiscal impact of this renewed agreement is the same as prior agreements (2003-06). The fiscal impact of \$195,000 from the designated PEG funds for public and government access services that is in accordance with the City's past agreements. Under the previous agreement, KMVT has received two payments: (1) \$125,000 one time per calendar year (this payment to support KMVT was offset from the annual \$198,000 in PEG support the cable provider was required to make to the City); and (2) \$70,000 distributed quarterly by the City to KMVT.

The fees provided to KMVT are not payments for services but, instead, represent an agreement by the City to make PEG funding available to KMVT if it is properly performing as the PEG designee for the City. Funds provided by the City to KMVT may only be used for purposes for which the fees may be used under the Digital Infrastructure of Video Competition Act (DIVCA). The funding for PEG support is contingent upon continued quarterly payments from video provider(s). The agreement is subject to the termination should continued quarterly payments cease or if sufficient funds are unavailable by any means. The City can terminate services provided by KMVT within 60 days.

BACKGROUND AND ANALYSIS

AB 2987 (Nunez and Levine)—The Digital Infrastructure of Video Competition Act of 2006—changed the authority for granting cable or video services franchises from localities/municipalities to the State of California, specifically the California Public Utility Commission (CPUC). To reflect these changes, in April 2008, the City updated its cable television ordinance. This updated agreement with the nonprofit provider KMVT—Community Television for PEG services—is recommended to reflect these changes.

KMVT provides an important service to the City as demonstrated in the variety of programming that serves the community. This agreement reflects KMVT, the video service providers and the City's commitment to providing high-quality access to government and community information as well as video facilities. Key service areas include: producing and providing public access programming and production facilities to community training; the government access services with the cablecast of public meetings, other programming and Public Service Announcements (PSAs), emergency alert services; maintenance of the electronic bulletin board; as well as providing technical assistance, preventative maintenance, troubleshooting and advice regarding the maintenance, operation, repair and replacement equipment. As applicable, the City and KMVT have agreed in this agreement to maximize a variety of uses to meet the needs of the City of Mountain View.

CONCLUSION

Staff recommends the authorization of the City Manager or his designee to renew an agreement for government and public access television services with KMVT Community Television for PEG support services with KMVT for the period of May 13, 2009 to March 30, 2017 (the end date of the City's first State-wide franchise for AT&T).

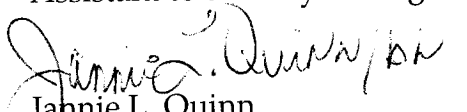
PUBLIC NOTICING

Agenda posting. In addition, copies have been distributed to applicable parties: KMVT, Comcast Cable and AT&T U-verse.

Prepared by:

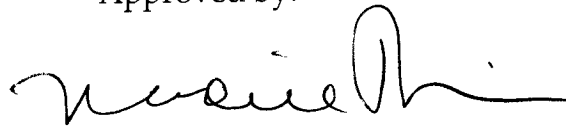


Kimberly S. Thomas
Assistant to the City Manager



Jannie L. Quinn
Senior Assistant City Attorney

Approved by:



Nadine P. Levin
Assistant City Manager



Kevin C. Duggan
City Manager

KST-JLQ/9/CAM/609-05-12-09M^

- Attachments:
1. Proposed KMVT PEG Support Services Agreement for 2009 (with related Attachments 1 through 7)
 2. Video Services Ordinance Update for 2008
 3. Prior Resolution for PEG Offset Payments
 4. Prior Cable Franchise Agreement—Excerpt 8.2

**AGREEMENT BETWEEN THE CITY OF MOUNTAIN VIEW
AND KMVT COMMUNITY TELEVISION FOR
PUBLIC AND GOVERNMENT ACCESS PROGRAMMING SERVICES**

This contract is dated for identification this 13th day of May, 2009, and is made by and between the CITY OF MOUNTAIN VIEW, a California Charter City and municipal corporation, whose address is P.O. Box 7540, Mountain View, California, 94039 (hereinafter "CITY"), and KMVT COMMUNITY TELEVISION, a California nonprofit corporation, d.b.a. KMVT, whose address is 1400 Terra Bella Avenue, Suite M, Mountain View, California, 94043 (hereinafter "KMVT").

RECITALS

A. On September 1, 2003, CITY and KMVT entered into an agreement for cable television services.

B. CITY and KMVT desire to enter into a new agreement that replaces that certain agreement, in its entirety.

C. CITY desires to designate KMVT as its access management entity and retain the services of KMVT to provide cable access production and programming services as required by this Agreement, including the operation and management of CITY's access channel and the provision of services in support of CITY's government access channel.

D. KMVT is qualified to provide the certain cable access production and programming services CITY seeks.

NOW, THEREFORE, in consideration of the recitals and mutual promises contained herein, CITY does hereby engage KMVT, and KMVT agrees, to perform the services set forth herein in accordance with the following terms and conditions:

1. **Description of Services.** KMVT shall provide the following services:

a. **Public Access Services.** During the term of this Agreement, KMVT shall operate CITY's public access channel, and in the operation of the channel, KMVT shall:

(1) Produce and provide public access programming to Mountain View residents and organizations subscribing to services provided by any video service provider that holds a valid video services franchise issued by CITY or by the State of California except that:

(a) Nothing in this Agreement prevents KMVT from withholding programming from a company that does not provide the public or governmental

channels, facilities or equipment required under its franchise, or that is not otherwise in compliance with its obligations under local or State law; and

(b) Nothing in this Agreement prevents KMVT from entering into programming contracts with particular video services providers for the provision of programming, in return for providing support for public or governmental programming, so long as the contracts are not exclusive.

Public access programming shall also include programming produced by KMVT staff and whose editorial content is controlled by KMVT (hereinafter referred to as "locally originated programming").

(2) Provide and maintain public access production facilities and equipment and provide training to Mountain View residents and organizations interested in public access and/or locally originated programming.

(3) Cablecast a minimum of eight (8) hours of public access and locally originated programming each day on the public access channel, measured quarterly.

At least forty (40) hours of public access programming each month shall be original, first-time cablecast on the public access channel.

(4) Conduct a minimum of two hundred fifty (250) hours annually of training workshops to interested Mountain View residents and organizations in video production, editing or other related skills.

The training provided in the workshop shall reflect the needs and interests of KMVT and the community.

b. Government Access Services. At the request of or under the direction of CITY, KMVT shall provide the following government access services to CITY:

(1) Cablecast public meetings, other programming and PSAs as specified by CITY.

(2) Cablecast programming specified by CITY up to a maximum of eight (8) hours/day of government access programming (including bulletin board) and locally originated programming each day on the government access channel, measured quarterly.

(a) KMVT shall provide a trained operator, or operators, as appropriate, to cablecast live meetings of the Mountain View City Council, Environmental Planning Commission and other meetings, and arrange their playback

on CITY's government access channel. KMVT shall ensure that the trained staff follow the basic standards and operating procedures noted in Attachment 1.

(b) CITY shall provide at least seventy-two (72) hours advance telephone or electronic (e-mail) notice of all meetings to be covered. If such seventy-two (72) hours advance notice is not given, KMVT shall make every reasonable attempt to cover such meeting, but it is not required to do so. If known, CITY shall provide KMVT with at least twenty-four (24) hours advance notice of any meeting cancellation.

(c) CITY shall also provide KMVT an estimated yearly calendar of meetings and events that are anticipated for the calendar, plus one to two special video projects per year (subject to change in Attachment 2).

(3) Operate the electronic bulletin board shown on CITY's government access channel. KMVT's responsibility shall include, but not be limited to:

(a) Create, input and maintain information and graphics displayed on the government access channel's bulletin board.

(b) For CITY-owned creation unit for the electronic bulletin board only, any equipment repair and replacement costs shall be shared equally by CITY and KMVT and jointly approved prior to the repair or replacement of a piece of equipment. Equipment repair and replacement costs for all other equipment associated with the operation of the electronic bulletin board shall be governed by the provisions outlined below in Section 1B(4) of this Agreement.

(c) KMVT shall not be authorized to modify the text of information provided by CITY for inclusion on the government access channel's bulletin board without the prior approval of CITY.

(d) KMVT shall endeavor to ensure the graphics and pictures used to accompany the text submitted by CITY for inclusion on the government access channel's electronic bulletin board are aesthetically pleasing and considered appropriate to the contents message and nonoffensive as defined by local community standards.

(e) CITY shall retain the right to require KMVT to modify or remove any text and/or graphic/picture display on the government access channel's electronic bulletin board if deemed by CITY to be incorrect, inappropriate or offensive within a period of time, which is mutually agreeable to both parties.

(4) Coordinate, schedule and monitor government access services provided to CITY.

(a) KMVT shall schedule all programming and playback of programming on CITY'S government access channel.

(b) KMVT shall provide CITY with a programming schedule for each upcoming month by the 25th of each month. CITY shall be responsible for promoting viewership on the government access channel, including the publication of each month's program schedule, and including distribution and posting to the CITY web site. CITY shall direct what programming shall be shown on the government access channel.

(c) KMVT shall monitor and endeavor to ensure the technical quality of all programming cablecast on CITY's government access channel and advise CITY of any service interruptions or difficulties. KMVT shall monitor the number of hours the channel is programmed and notify CITY if the channel is not programmed an average of eight (8) hours per day, measured quarterly.

(5) Provide technical assistance, preventative maintenance, troubleshooting and advice regarding the maintenance, operation, repair and replacement of CITY-owned equipment.

(a) KMVT shall provide technical assistance related to the operation of CITY's government access channel, including, but not limited to, troubleshooting, all related broadcast equipment and webcasting coordination.

(b) KMVT shall perform all preventative maintenance and all needed repairs on CITY-owned equipment used by KMVT exclusively for public access purposes. KMVT shall maintain a complete and current inventory of all CITY-owned equipment used by KMVT exclusively for public access purposes. The cost of all equipment maintenance, repairs and replacement shall be the full responsibility of KMVT, unless otherwise agreed to in advance by CITY.

(c) KMVT shall perform regularly scheduled preventative maintenance on CITY-owned equipment used exclusively for government access purposes. KMVT shall maintain a complete and current inventory of all CITY-owned equipment used exclusively for government access purposes. KMVT shall notify CITY within twenty-four (24) hours of any equipment problems identified. Repair of such equipment shall be completed within two (2) weeks of the time the equipment problem is identified subject to the availability of parts. The cost of all parts and labor needed for such repairs shall be paid by CITY.

(d) KMVT shall have the affirmative obligation to reasonably ensure that all CITY-owned equipment used by KMVT is maintained in good working order and is not lost, misused or damaged by negligence or carelessness.

(e) KMVT shall be permitted to use CITY-owned equipment solely for government and public access programming purposes.

(f) CITY shall retain sole ownership of all CITY-owned equipment used by KMVT, and CITY shall retain the right to control and/or use CITY-owned equipment for CITY purposes.

(g) KMVT shall be solely responsible for any equipment purchased or owned by KMVT, which KMVT uses for government access purposes.

(h) KMVT must obtain CITY's written consent prior to removing any CITY-owned equipment from CITY premises for public or government access programming purposes. Any CITY-owned equipment removed by KMVT from CITY premises for public or government access programming purposes shall be covered by KMVT's liability insurance coverage. Any CITY-owned equipment removed by KMVT shall not negatively affect the programming or operations of CITY's government access channel as determined solely by CITY (see related Attachment 6 for the Summary of Donated Equipment to KMVT for 2009).

(i) If a CITY-owned piece of equipment, which is used exclusively for government access purposes fails and is determined by both CITY and KMVT to be unrepairable, KMVT shall replace the failed piece of equipment if KMVT has in its possession another piece of CITY-owned equipment of comparable quality and performance it is using for public access purposes.

(j) If KMVT purchases a new piece of equipment to replace a failed piece of CITY-owned equipment which has been used by KMVT for public access purposes, at the termination of this Agreement, KMVT shall either provide a new piece of equipment to CITY as a replacement or shall reimburse CITY in an amount equal to one hundred twenty-five percent (125%) of the fair-market value of the piece of equipment at the termination of this Agreement. For purposes of calculating the fair-market value, it shall be assumed that the equipment was in good working order.

(k) Unless otherwise agreed to by both parties in writing, all outstanding CITY-owned equipment shall be returned to CITY and reinstalled by KMVT in good working order at the termination of this Agreement per specifications agreed to by both parties.

(6) Produce original programming for CITY.

CITY may request from KMVT production and/or studio services to develop original programming for CITY as provided below in this Agreement including, but not limited to, special events that occur throughout Mountain View, to new videos that would be based on a CITY-provided script, with videotape, editing and formatting by KMVT, to air on the government access channel.

(7) By January of each year of this Agreement, CITY shall provide KMVT with a mutually agreed upon estimated calendar and scope of government access services (i.e., timing, mix and quantity) to be performed by KMVT during the next CITY calendar (January 1 to December 31). CITY and KMVT shall meet as needed during the year to discuss and agree to any revisions to the scope of government access services requested by CITY.

(8) Provide emergency public information support at the request of CITY.

KMVT shall assist CITY in developing plans for operations and training regarding the use of the government access channel for emergency public information purposes.

CITY and KMVT agree that some of the locally originated programming, which KMVT produces under its public access obligations, may be considered government access programming. The mutually agreed upon scope of government access services as described above shall include any locally originated programming or a percentage of locally originated programming, which both CITY and KMVT agree should be considered as government access programming.

(9) In the performance of all work by KMVT, KMVT shall provide at its sole cost (unless otherwise specified herein) all labor, equipment, necessary materials, supplies, services and supervision in performance of its obligations under this Agreement. KMVT shall also provide such other services as are necessary for the proper performance of its obligations under this Agreement including, but not limited to, employee recruitment, photocopying and licensing arrangements related to copyrighted works.

2. **Schedule and Term.** The term of this Agreement shall begin on May 13, 2009 and end on March 30, 2017 (the end date of CITY's first State-wide franchise for AT&T) **(unless terminated as herein provided).**

KMVT acknowledges that the term of this Agreement is contingent upon continued quarterly PEG payments from video service providers being designated for PEG support. The term of this Agreement shall commence on May 12, 2009 and

continue until March 30, 2017 subject to: (1) the termination provisions in Section 8 of this Agreement; and (2) continued quarterly PEG payments from video provider(s) being designated for PEG support. In the event CITY does not receive full PEG funds in the amount of the compensation noted in Section 3 or sufficient funds are unavailable by any means whatsoever, the CITY will notify KMVT in writing at least sixty (60) days prior of such occurrence, and this Agreement may be terminated by CITY or by KMVT. Termination under this section shall not be available to CITY if CITY contracts with a third party to provide substantially the same services provided by KMVT within sixty (60) days of the termination.

Funds provided to KMVT may be used for any public or governmental access purpose which is: (i) permitted under law; or (ii) permitted under any contract between KMVT and a video service provider.

3. **Compensation.**

a. During the term of this Agreement, if KMVT is complying with its obligations under this Agreement and subject to the termination clauses herein, CITY shall pay PEG funds directly to KMVT in quarterly payments equal to the lesser of: (i) Forty-Eight Thousand Seven Hundred Fifty Dollars (\$48,750) quarterly; or (ii) One Hundred Ninety-Five Thousand Dollars (\$195,000) annually in PEG fees received by CITY from video service providers. The fees provided to KMVT are not payments for services but, instead, represent an agreement by CITY to make PEG funding available to KMVT if it is properly performing as the PEG designee for CITY. Funds provided by CITY to KMVT may only be used for purposes for which the fees may be used under DIVCA.

b. A one-time, the first-quarter back payment will be provided for January to March 2009 in the amount of Forty-Eight Thousand Seven Hundred Fifty Dollars (\$48,750).

Any additional funds provided by video service providers to CITY for PEG support shall be used for any lawful PEG purpose.

CITY shall pay KMVT within thirty (30) days following receipt by CITY of receiving a quarterly PEG fee payment from a franchised video service provider.

4. **Audit and Inspection.** CITY shall have access to and the right to examine and conduct audits upon KMVT's records, books, documents or papers pertaining to work performed under this Agreement, and to the use of funds provided under this Agreement. CITY shall be granted access to such records at all reasonable times during the contract period and for three (3) years after final payment on this Agreement.

5. **Books and Records.** KMVT shall maintain accurate and complete books and records, as well as a basic catalog of tapings in a form reasonably satisfactory to CITY. Books and records shall be kept in such a manner so that KMVT can demonstrate that it is complying with its obligations under this Agreement and applicable law.

6. **Termination.** CITY or KMVT may terminate this Agreement at any time by providing a sixty (60) day advance written notice to KMVT or CITY.

7. **Nondiscrimination.** KMVT shall afford equal employment opportunities for all persons without discrimination because of race, color, religion, sex, sexual orientation, political affiliation, national origin, ancestry, age, marital status, or physical or mental disability.

8. **Independent Contractor.** It is agreed that KMVT is an independent contractor, and all persons working for or under the direction of KMVT are KMVT's agents, servants and employees, and said persons shall not be deemed agents, servants or employees of CITY.

9. **Applicable Laws and Attorneys' Fees.** This Agreement shall be construed and enforced pursuant to the laws of the State of California. Should any legal action be brought by a party for breach of this Agreement or to enforce any provision herein, the prevailing party of such action shall be entitled to reasonable attorneys' fees, court costs, and such other costs as may be fixed by the court. Reasonable attorneys' fees of the City Attorney's Office, if private counsel is not used, shall be based on comparable fees of private attorneys practicing in Santa Clara County.

10. **Insurance.**

a. **Commercial General Liability/Automobile Liability Insurance:**

KMVT shall obtain Commercial General Liability insurance and Automobile Liability insurance in the amount of One Million Dollars (\$1,000,000) per occurrence. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this contract or the general aggregate limit shall be twice the required occurrence limit. KMVT's insurance coverage shall be written on an occurrence basis.

b. **Workers' Compensation Insurance:**

KMVT shall obtain statutory Workers' Compensation insurance and Employer's Liability insurance in the amount of One Million Dollars (\$1,000,000) per accident.

c. Media Liability Insurance:

KMVT shall obtain film and program producer errors and omission coverage in the amount of One Million Dollars (\$1,000,000) each annual policy period.

d. Acceptability of Insurers: Insurance is to be placed with insurers with a current *Best Rating* of A:VII unless otherwise acceptable to CITY.

e. Verification of Coverage: Insurance, deductibles or self-insurance retentions shall be subject to CITY's approval. Original Certificates of Insurance with endorsements shall be received and approved by CITY before work commences, and insurance must be in effect for the duration of the contract. The absence of insurance or a reduction of stated limits shall cause all work on the project to cease. Any delays shall not increase costs to CITY or increase the duration of the project.

f. Other Insurance Provisions:

(1) The City of Mountain View, its officers, officials, employees and volunteers are to be covered as additional insured by Endorsement CG 20 10 11 85 for Commercial General and Automobile Liability coverage.

(2) For any claims related to this project, KMVT's insurance coverage shall be primary and any insurance or self-insurance maintained by CITY, its officers, officials, employees, and volunteers shall not contribute to it.

(3) Each insurance policy required shall be endorsed that a thirty (30) day notice be given to CITY in the event of cancellation or modification to the stipulated insurance coverage.

(4) In the event KMVT employs subcontractors as part of the work covered by this Agreement, it shall be the responsibility of KMVT to ensure that all subcontractors comply with the same insurance requirements that are stated in this Agreement.

11. **Hold Harmless.** KMVT shall defend, indemnify, and hold CITY, its officers, employees and agents harmless from any liability for damage or claims of same, including, but not limited to personal injury, property damage and death, which may arise from KMVT or KMVT's contractors, subcontractors, agents or employees' operations under this Agreement. CITY shall cooperate reasonably in the defense of any action, and KMVT shall employ competent counsel, reasonably acceptable to the City Attorney.

12. **Reliance Upon Professional Skill.** It is mutually agreed by the parties that CITY is relying upon the professional skill of KMVT, and KMVT represents to CITY

that its work shall conform to generally recognized professional standards in the industry. Acceptance of KMVT's work by CITY does not operate as a release of KMVT's said representation.

13. **Amendment.** This Agreement may be amended by written instrument signed by both parties.

14. **Inconsistent Terms.** If the attachments or exhibits to this Agreement, if any, are inconsistent with this Agreement, this Agreement shall control.

15. **Entire Agreement.** This Agreement contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements or understandings (whether oral or written) between or among the parties relating to the subject matter of this Agreement which are not fully expressed herein. If the attachments or exhibits to this Agreement, if any, are inconsistent with this Agreement, this Agreement shall control.

16. **Notices.** Any notice required to be given to KMVT shall be deemed to be duly and properly given if mailed to KMVT, postage prepaid, addressed to:

Brian Szabo, Executive Director
KMVT—Community Television
1400 Terra Bella Avenue, Suite M
Mountain View, CA 94043

or personally delivered to KMVT at such address or at such other addresses as KMVT may designate in writing to CITY.

Any notice required to be given CITY shall be deemed to be duly and properly given if mailed to CITY, postage prepaid, addressed to:

Kevin C. Duggan, City Manager
City of Mountain View
500 Castro Street
P.O. Box 7540
Mountain View, CA 94039-7540

or personally delivered to CITY at such address or at such other addresses as CITY may designate in writing to KMVT.

IN WITNESS WHEREOF, this Agreement is executed by CITY and by KMVT.

APPROVED AS TO CONTENT:

"CITY":
CITY OF MOUNTAIN VIEW,
a California Charter City and municipal
corporation

Assistant to the City Manager

By: _____
City Manager

Assistant City Manager

By: _____
City Clerk

FINANCIAL APPROVAL:

"KMVT":
KMVT COMMUNITY TELEVISION, a
California nonprofit 501(c)3

Finance and Administrative
Services Director

By: _____

APPROVED AS TO FORM:

Taxpayer I.D. Number

City Attorney

KT/7/MGR/609-04-24-09A^

- Attachments:
1. KMVT Rate Schedule 2008-09
 2. KMVT Videotaping Request Calendar for 2009
 3. Public Access Programming Overview
 4. PSA Quarterly Guidelines
 5. KMVT and City SOPs and Emergency List for Government Access Operations
 6. Summary of Donated Equipment to KMVT
 7. Certificate of Insurance for KMVT



KMTV Professional Client Services Rate Sheet

12/16/08

	Daily	1/2 Day
Management Level I (ED)	\$ 70.00 /Hr	\$ 265.00
Management Level II (Director)	\$ 45.00 /Hr	\$ 170.00
Producer	\$ 45.00 /Hr	\$ 170.00
Engineering (Repair/Maintenance)	\$ 85.00 /Hr	\$ 325.00
Remote Engineer in Charge (truck)	\$ 55.00 /Hr	\$ 210.00
Editor	\$ 50.00 /Hr	\$ 190.00
Operations Assistant	\$ 40.00 /Hr	\$ 150.00
Playback Operator	\$ 40.00 /Hr	\$ 150.00
Videographer	\$ 40.00 /Hr	\$ 150.00
Freelance Personnel	\$ 40.00 /Hr	\$ 150.00
Consultant	\$ 45.00 /Hr	\$ 170.00

Daily rate 75% of hourly rate 1/2 day 60% of Daily City and NPO approx 10% of published rates

Equipment (*-price Includes tech)	Daily No Tech	1/2 day no tech	Daily w/tech	1/2 day w/tech	Daily No Tech	1/2 day no tech	Daily w/tech	1/2 day w/tech
Full Studio Prod.	n/a	n/a	\$ 990.00	\$ 600.00	n/a	n/a	\$ 890.00	\$ 540.00
Remote Truck	n/a	n/a	\$ 1,200.00	\$ 725.00	n/a	n/a	\$ 1,080.00	\$ 650.00
Non-linear Edit Room	\$ 300.00	\$ 180.00	\$ 480.00	\$ 285.00	\$ 270.00	\$ 160.00	\$ 430.00	\$ 255.00
On-line Edit (Studio Control Rm)	\$ 420.00	\$ 250.00	\$ 700.00	\$ 420.00	\$ 375.00	\$ 225.00	\$ 630.00	\$ 375.00
Off-line Edit Room	n/a	n/a	\$ 840.00	\$ 505.00	n/a	n/a	\$ 755.00	\$ 455.50
Deko Character Generator	n/a	n/a	\$ 600.00	\$ 361.00	n/a	n/a	\$ 540.00	\$ 325.00
Graphics Workstation	\$ 60.00 /Hr*							
Studio Sound Stage only Dry	\$ 75.00 /Hr*							
Studio Sound Stage only w/Lights	\$ 140.00 /Hr*							
Voice Over in Studio/Control Room	\$ 100.00 /Hr*							
Video Transfer Room (Client user)	\$ 40.00 /Hr							

Field Cameras	Daily No Tech	1/2 day no tech	Daily w/tech	1/2 day w/tech	Daily No Tech	1/2 day no tech	Daily w/tech	1/2 day w/tech
Digital Camcorder Package (PD-170, Tripod, All Accessory)	\$ 175.00		\$ 465.00		\$ 160.00		\$ 420.00	
Digital Camcorder Package (PD-170, Tripod, All Accessory)		\$ 105.00		\$ 280.00		\$ 95.00		\$ 255.00
Digital Camcorder Package HDV PMW-EX3, Tripod, All Accessory)	\$ 250.00		\$ 540.00		\$ 225.00		\$ 485.00	
Digital Camcorder Package HDV PMW-EX3, Tripod, All Accessory)		\$ 150.00		\$ 325.00		\$ 135.00		\$ 295.00

Microphones	
Wireless Mic	\$ 25.00 /Day
Sennheizer Shotgun mic	\$ 20.00 /Day
635A Omni Mic	\$ 10.00 /Day
Lavalier or PZM Mic	\$ 15.00 /Day
Mic Stand	\$ 10.00 /Day
Lights	
Lowell OMNI 3-Light Kit	\$ 40.00 /Day
Misc.	
5" Color ENG Monitor	\$ 20.00 /Day
Sachtler Tripod	\$ 40.00 /Day
Bogen Tripod	\$ 20.00 /Day
Shure 4-input audio mixer	\$ 20.00 /Day
Any Accessory by itself	\$ 10.00 /Day
Video Tape	
DV - Large load (186 min.)	\$ 30.00 /Tape
DV - Mini load (60 min.)	\$ 7.00 /Tape
DVCam - Large load (184)	\$ 35.00 /Tape
DVD	\$ 3.50 /Disc
Duplication	
DVD	\$ 25.00 /Dub
DVD (Mailed)	\$ 30.00 /Dub
VHS	\$ 25.00 /Dub
VHS (Mailed)	\$ 30.00 /Dub
Labor Notes	
Overtime (over 8 less than 12) &	.5 x listed rate
Holiday Labor rate	
Double Overtime (More than 12 hours)	2 x listed rate

Full day equals 8 hours
 Weekend Fri-Mon = 1.5
 Weekend Sat-Mon = 1
 2 Days = 2 x listed rate
 3 Days = 2.5 x listed rate
 1 week = 5 x listed rate

Non-Profit-INFONET/BULLETIN BOARD SOLUTIONS

KMVT's Infonet Bulletin Board System is a fully integrated information and delivery system that lets you broadcast your information to over 100,000 viewers in Mountain View, Los Altos and Cupertino. You can work with KMVT to create engaging graphic and multimedia content to promote your events, increase public awareness of your services, and improve your fund raising capabilities. Airt when no programming is on the air.

**Infonet Original Slide Creation Daily Airings (36)/Total Airings (1512)
 Airt up to 6 Weeks Cost: \$25; Each Additional Week: \$10**

Video PSA and Bulletin Board Combo Package

Add 6-weeks of Bulletin Board creation to any Video PSA creation.
 Cost: \$20 additional (See PSA information below.)

Bring your own Video PSA

Playback airtme only for your PSA brought to us on MiniDV, S-VHS, DVD or VHS
 Airted for up to 6-weeks
 Cost: \$25

Bring your own Video PSA Combo Package

6-weeks of playback airtme for your PSA, plus Bulletin Board slide creation
 Cost: \$45

PUBLIC SERVICE ANNOUNCEMENT (PSA)

KMVT's Public Service Announcement System allows your organization to uniquely market its services and events through local cable television -- at an affordable price. Introduce your nonprofit organization to over 100,000 viewers. KMVT's professional production team will work with you every step of the way to design a custom PSA that meets your specific needs and budget. Once production is complete, KMVT will air your PSA on Channel 15 in Mountain View, Cupertino and Los Altos. A master copy of the PSA will be given to you for further distribution in alternative media markets. PSAs air for maximum of 6-weeks

PSA Costs with Total Airings for 6 wks (3x/day) (126 airings)

Basic PSA Day: \$40

Basic PSA: \$60

Premium PSA: \$250

Each Addl. Week of Airing \$25

Basic PSA Day: Is the first Thursday of each month. You must call to sign up for a 1-hour time slot to record your PSA. Using our state-of-the-art studio and a professional technician, you can send your spokesperson to our station to deliver your organization's "call to action". Teleprompter services are included for ease of delivery. Your logo and contact information will be included in each production. Script assistance will be provided.

Basic PSA: This is the same as Basic PSA Day, but can be scheduled anytime during the month, by appointment only.

Premium PSA: Customize your PSA with digital photographs or video in order to enhance the clarity of your message. KMVT's professional staff will provide 8-hours total of consultation services, off-site video production, non-linear editing and studio voiceover and graphic technology. This Premium PSA recording can be scheduled anytime during the month, by appointment only.

KMVT VIDEOTAPING REQUESTS CALENDAR FOR 2009

- All requests for special airing on KMVT will be provided in draft copy to the lead staff contact and KMVT administrator in the City Manager's Office to review prior to airing on the channel.
- City staff will have the opportunity to review the draft and request adjustments before it airs.
- City PSAs will also be taped quarterly for airing on Government Access KMVT 26.

Month	Meeting/Event	Date/Time	Request Type (Choose Option)	Location	Staff Contact Information
January	Regular Council Meeting Special Meetings, Including the Ceremonial Meeting Regular EPC Meetings	January 27 @ 5:00 p.m. January 7 January 21 @ 7:00 p.m.	<ol style="list-style-type: none"> 1. Regular Meeting broadcast, taping and webcasting for Government Access KMVT 26 2. Special event to be taped to air on Government Access KMVT 26 3. Special event to be taped to air on Community Access KMVT 15 4. Special event/file footage only Regular Meeting broadcast, taping and webcasting for Government Access KMVT 26 Regular Meeting broadcast, taping and webcasting for Government Access KMVT 26 Regular Meeting broadcast, taping and webcasting for Government Access KMVT 26 Special event(s) to be taped to air on Government Access KMVT 26	Council Chambers Council Chambers	Ligia Sarmento <i>ligia.sarmento@mountainview.gov</i> (650) 903-6601 Linda Brooks <i>linda.brooks@mountainview.gov</i> (650) 903-6307 Linda Brooks <i>linda.brooks@mountainview.gov</i> (650) 903-6307

ALL DATES/TIMES/LOCATIONS ARE SUBJECT TO CHANGE – CALL IF THERE ARE ANY QUESTIONS

Month	Meeting/Event	Date/Time	Request Type (Choose Option)	Location	Staff Contact Information
	General Plan Meetings	TBD	<ol style="list-style-type: none"> 1. Regular Meeting broadcast, taping and webcasting for Government Access KMVT 26 2. Special event to be taped to air on Government Access KMVT 26 3. Special event to be taped to air on Community Access KMVT 15 4. Special event/file footage only 		
February	Regular Council Meetings	February 10 February 24 @ 6:30 p.m.	Regular Meeting broadcast, taping and webcasting for Government Access KMVT 26	Council Chambers	Ligia Sarmiento <i>ligia.sarmiento@mountainview.gov</i> (650) 903-6601
	Regular EPC Meetings	February 4 February 18 @ 7:00 p.m.	Regular Meeting broadcast, taping and webcasting for Government Access KMVT 26	Council Chambers	Linda Brooks <i>linda.brooks@mountainview.gov</i> (650) 903-6307
March	Regular Council Meetings	March 10 March 24 @ 6:30 p.m.	Regular Meeting broadcast, taping and webcasting for Government Access KMVT 26	Council Chambers	Ligia Sarmiento <i>ligia.sarmiento@mountainview.gov</i> (650) 903-6601

Month	Meeting/Event	Date/Time	Request Type (Choose Option)	Location	Staff Contact Information
	Regular EPC Meetings	March 11 March 28 @ 7:00 p.m.	<ol style="list-style-type: none"> 1. Regular Meeting broadcast, taping and webcasting for Government Access KMVT 26 2. Special event to be taped to air on Government Access KMVT 26 3. Special event to be taped to air on Community Access KMVT 15 4. Special event/file footage only 	Council Chambers	
	Mountain View Employee Orientation	Mid-March	Special event/file footage only (individual DVD copies are needed)		Rebecca Wolfe <i>rebecca.wolfe@mountainview.gov</i> (650) 903-6052
April	Regular Council Meetings April 7 – Study Session (Narrative Budget Report) Regular EPC Meetings	April 7 April 14 April 28 @ 6:30 p.m. April 1 April 15 @ 7:00 p.m.	Regular Meeting broadcast, taping and webcasting for Government Access KMVT 26 Regular Meeting broadcast, taping and webcasting for Government Access 26	Council Chambers Council Chambers	Ligia Sarmiento <i>ligia.sarmiento@mountainview.gov</i> (650) 903-6601 Linda Brooks <i>linda.brooks@mountainview.gov</i> (650) 903-6307

ALL DATES/TIMES/LOCATIONS ARE SUBJECT TO CHANGE – CALL IF THERE ARE ANY QUESTIONS

Month	Meeting/Event	Date/Time	Request Type (Choose Option) 1. <i>Regular Meeting broadcast, taping and webcasting for Government Access KMVT 26</i> 2. <i>Special event to be taped to air on Government Access KMVT 26</i> 3. <i>Special event to be taped to air on Community Access KMVT 15</i> 4. <i>Special event/file footage only</i>	Location	Staff Contact Information
	Annual Parade	April 25	Special event to be taped to air on Government Access KMVT 26 and Community Access KMVT 15	Castro Street	Kristine Pardini <i>kristine.pardini@mountainview.gov</i> (650) 903-6410
May	Regular Council Meetings May 5 – Special event – to tape – off-site: Budget Study Session Regular EPC Meetings	May 5 May 12 May 26 @ 6:30 p.m. May 6 May 20 @ 7:00 p.m.	Regular Meeting broadcast, taping and webcasting for Government Access KMVT 26 Regular Meeting broadcast, taping and webcasting for Government Access KMVT 26	Council Chambers Council Chambers	Ligia Sarmento <i>ligia.sarmiento@mountainview.gov</i> (650) 903-6601 Linda Brooks <i>linda.brooks@mountainview.gov</i> (650) 903-6307
	Community-Based Cinco de Mayo Event	TBD	Special event to be taped to air on Community Access KMVT 15	Pioneer Park	TBD
	Community-Based Asian Heritage Event	May 23 at 3:30 p.m.	Special event to be taped to air on Government Access KMVT 26 and Community Access KMVT 15	Civic Center Plaza	Kimberly Thomas <i>kimberly.thomas@mountainview.gov</i> (650) 903-6210

Month	Meeting/Event	Date/Time	Request Type (Choose Option)	Location	Staff Contact Information
June	Regular Council Meetings	June 2 June 9 June 23 June 30 @ 6:30 p.m.	<ol style="list-style-type: none"> 1. Regular Meeting broadcast, taping and webcasting for Government Access KMVT 26 2. Special event to be taped to air on Government Access KMVT 26 3. Special event to be taped to air on Community Access KMVT 15 4. Special event/file footage only 	Council Chambers	Ligia Sarmiento <i>ligia.sarmiento@mountainview.gov</i> (650) 903-6601
	June 2 – Budget Hearing		Regular Meeting broadcast, taping and webcasting for Government Access KMVT 26	Council Chambers	Linda Brooks <i>linda.brooks@mountainview.gov</i> (650) 903-6307
	Regular EPC Meetings	June 3 June 17 @ 7:00 p.m.	Regular Meeting broadcast, taping and webcasting for Government Access KMVT 26	Council Chambers	Linda Brooks <i>linda.brooks@mountainview.gov</i> (650) 903-6307
July	Regular Council Meetings	NONE	Regular Meeting broadcast, taping and webcasting for Government Access KMVT 26	Council Chambers	Linda Brooks <i>linda.brooks@mountainview.gov</i> (650) 903-6307
	Regular EPC Meetings	July 1 @ 7:00 p.m.	Regular Meeting broadcast, taping and webcasting for Government Access KMVT 26	Council Chambers	Linda Brooks <i>linda.brooks@mountainview.gov</i> (650) 903-6307
	Fourth of July Events	TBD	Special event to be taped to air on Government Access KMVT 26 and Community Access KMVT 15	TBD	TBD

Month	Meeting/Event	Date/Time	Request Type (Choose Option)	Location	Staff Contact Information
August	Regular Council Meetings	August 25 @ 6:30 p.m.	Regular Meeting broadcast, taping and webcasting for Government Access KMVT 26	Council Chambers	Ligia Sarmiento <i>ligia.sarmiento@mountainview.gov</i> (650) 903-6601
	Regular EPC Meetings	August 19 @ 7:00 p.m.	Regular Meeting broadcast, taping and webcasting for Government Access KMVT 26	Council Chambers	Linda Brooks <i>linda.brooks@mountainview.gov</i> (650) 903-6307
September	Regular Council Meetings	September 8 September 22 @ 6:30 p.m.	Regular Meeting broadcast, taping and webcasting for Government Access KMVT 26	Council Chambers	Ligia Sarmiento <i>ligia.sarmiento@mountainview.gov</i> (650) 903-6601
	Regular EPC Meetings	September 2 September 16 @ 7:00 p.m.	Regular Meeting broadcast, taping and webcasting for Government Access KMVT 26	Council Chambers	Linda Brooks <i>linda.brooks@mountainview.gov</i> (650) 903-6307

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Month	Meeting/Event	Date/Time	Request Type (Choose Option) <ol style="list-style-type: none"> 1. <i>Regular Meeting broadcast, taping and webcasting for Government Access KMVT 26</i> 2. <i>Special event to be taped to air on Government Access KMVT 26</i> 3. <i>Special event to be taped to air on Community Access KMVT 15</i> 4. <i>Special event/file footage only</i> 	Location	Staff Contact Information
October	Regular Council Meetings	October 13 October 27 @ 6:30 p.m.	Regular Meeting broadcast, taping and webcasting for Government Access KMVT 26	Council Chambers	Ligia Sarmiento <i>ligia.sarmiento@mountainview.gov</i> (650) 903-6601
	Regular EPC Meetings	October 7 October 21 @ 7:00 p.m.	Regular Meeting broadcast, taping and webcasting for Government Access KMVT 26	Council Chambers	Linda Brooks <i>linda.brooks@mountainview.gov</i> (650) 903-6307
	Community-Based Hispanic Heritage Event	TBD	Special event to be taped to air on Government Access KMVT 26 and Community Access KMVT 15	Civic Center Plaza	Kimberly Thomas <i>kimberly.thomas@mountainview.gov</i> (650) 903-6210
	State of the City (in conjunction with the Chamber of Commerce)	TBD	Special event to be taped to air on Government Access KMVT 26	TBD	Kimberly Thomas <i>kimberly.thomas@mountainview.gov</i> (650) 903-6210
November	Regular Council Meetings	November 3 November 17 @ 6:30 p.m.	Regular Meeting broadcast, taping and webcasting for Government Access KMVT 26	Council Chambers	Ligia Sarmiento <i>ligia.sarmiento@mountainview.gov</i> (650) 903-6601

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Month	Meeting/Event	Date/Time	Request Type (Choose Option) 1. Regular Meeting broadcast, taping and webcasting for Government Access KMVT 26 2. Special event to be taped to air on Government Access KMVT 26 3. Special event to be taped to air on Community Access KMVT 15 4. Special event/file footage only	Location	Staff Contact Information
	Regular EPC Meetings	November 4 November 18	Regular Meeting broadcast, taping and webcasting for Government Access KMVT 26	Council Chambers	Linda Brooks linda.brooks@mountainview.gov (650) 903-6307

ALL DATES/TIMES/LOCATIONS ARE SUBJECT TO CHANGE – CALL IF THERE ARE ANY QUESTIONS

Month	Meeting/Event	Date/Time	Request Type (Choose Option) <ol style="list-style-type: none"> 1. <i>Regular Meeting broadcast, taping and webcasting for Government Access KMVT 26</i> 2. <i>Special event to be taped to air on Government Access KMVT 26</i> 3. <i>Special event to be taped to air on Community Access KMVT 15</i> 4. <i>Special event/file footage only</i> 	Location	Staff Contact Information
December	Regular Council Meetings	December 8 @ 6:30 p.m.	Regular Meeting broadcast, taping and webcasting for Government Access KMVT 26	Council Chambers	Ligia Sarmiento <i>ligia.sarmiento@mountainview.gov</i> (650) 903-6601
	Regular EPC Meetings	December 2 @ 7:00 p.m.	Regular Meeting broadcast, taping and webcasting for Government Access KMVT 26	Council Chambers	Linda Brooks <i>linda.brooks@mountainview.gov</i> (650) 903-6307
	Leadership Mountain View Taping	Mid-December	Special event/ file footage only (individual DVD copies are needed)	Plaza and off-site (TBD)	Rebecca Wolfe <i>rebecca.wolfe@mountainview.gov</i> (650) 903-6052
	Tree Lighting Ceremony	December 7 (Tentative)	Special event to be taped to air on Government Access KMVT 26 and Community Access KMVT 15	Civic Center Plaza	TBD
	City Council Holiday Message, Both Group and Individual	December 7 (Tentative)	Special event to be taped to air on Government Access KMVT 26 and Community Access KMVT 15	Plaza-Balcony	Kimberly Thomas <i>kimberly.thomas@mountainview.gov</i> (650) 903-6210

Note: Includes 1-2 special video projects per year – beyond those listed in tentative calendar.

ALL DATES/TIMES/LOCATIONS ARE SUBJECT TO CHANGE – CALL IF THERE ARE ANY QUESTIONS

KT/7/MGR/609-04-16-09T-E^

KMVT Community Television PUBLIC ACCESS OVERVIEW

(May 4, 2009)

KMVT Community Television (KMVT) is a nonprofit organization providing local television and internet programming, professional video production services and multi-media training and workshops to individuals and organizations in the California cities of Mountain View, Los Altos, and Cupertino. It is our mission to create a digital marketplace where individuals and organizations from these communities can learn how to create and share their stories, ideas and information using digital technology. Join us as we work to build a stronger community and envision a better tomorrow in the following television and internet areas:

- Cable and Internet Community Programming
- Staff Produced Programming
- Community Outreach Services
- Training and Workshops
- Video Production Facilities & Equipment
- Professional Video Services

Cable and Internet Programming

KMVT Channel 15 cablecasts 7x24, with 10-12 hours of daily video programming, and community bulletin board images during the remainder of each day. KMVT also webcasts 50%-60% of its cablecast programs on its YouTube channel at <http://www.youtube.com/kmvt>.

70% of KMVT's programming is produced by local non-professional residents (Community Access producers), who, after a couple of brief workshops, organize like-minded community members to crew their weekly or monthly shows. Here are some statistics of Community Access Programming:

- 36 monthly or bi-weekly (and more coming...)
- 2-7 National and West Coast awards won by these shows annually
- 13,000+ hits on KMVT's Web Channel since its debut 8 months ago

KMVT also exports these shows to neighboring community television channels, as well as importing 24 shows from such stations.

KMVT Community Access cover a wide variety of subjects, including cooking, exercising, current events, political issues, and cultural programming. Many of these shows have won national awards such as the 2008 Hometown Video National Award. Our weekly interactive

Broadcast schedule is available online at
<http://www.kmvt15.org/programming/mvschedule.html>.

Staff Produced Programming

About 30% of KMVT's programming is produced by its professional staff. These programs connect our communities in a variety of ways:

Local Sports Coverage

KMVT's *mobile* production truck and team cover and cablecasts local high school sports. Starting next fall, all high school sports will also be webcast on KMVT's Web Channel. Here are some statistics for KMVT's High School Sports:

- 65-70 original, new games per year
- over 1,000 high school sporting events over the years
- Almost 900 hours of cablecasting per year (with replays)
- Includes Mountain View High, Los Altos High, and St. Francis High Schools
- Covers major and minor sports for boys and girls:
 - Football, Volleyball, Field Hockey, Water Polo, Basketball, Soccer,
 - Baseball, Softball, Volleyball, Lacrosse

Our weekly Sports Broadcast schedule is available online, and members of the community can order their own DVD copy of the various games.

Community Events

Community Events play a large role at KMVT in developing community relations and presence in our community. Every year, KMVT broadcasts numerous community events, such as

- Mountain View Visioning and State of the City
- Mountain View Downtown Parade
- Art & Wine Festival
- Holiday Tree Lighting
- Holiday Greetings from our City Council members
- Mountain View & Los Altos High School Graduations
- Chamber of Commerce Celebration of Leaders Awards
- Chamber of Commerce Athena Awards
- Babe Ruth Little League Baseball
- National Cricket Championship
- Veteran's Day Memorial
- Leadership Mountain View Workshop & Graduation
- Obon Festival & Trailblazer Race are

- Women Voter Events and Town Hall Meetings

Election Coverage

KMVT provides exclusive news coverage of the local elections. This is one of the most unique contributions KMVT makes to our community – no other media provides the kind of local focus and specialized coverage that KMVT brings to our citizens. Our Local Election coverage in the Fall of 2008 included:

- Eight (8) unique ½ to 4-hour programs, from debates to final Election-night coverage
- 18 hours of unique, original shows
- 100+ hours of programming (with replays)
- ALL coverage was webcast as Video-on-Demand 24x7 at <http://www.kmvt15.org/elections/election08.html>

Our Local Election coverage in the Fall of 2008 included:

- Mountain View City Council Candidates' Statements
- Candidate Information Exchange in City Council Chambers
- MVLA High School Board Candidates Forum
- Pros and Cons of the State Ballot Propositions & Local Measures
- Mountain View City Council Candidates Forum
- Mountain View City Council LIVE Call-in Candidates' Debate at KMVT Studios
- League of Women Voters "The League Recommends"
- State Senate 11th District, State Assembly 21st District, and Superior Court Judge Seat 8 Candidates Forum
- Speak Out and "person on the street" questions and interviews with community members
- LIVE Local & National Election 2008 Returns in KMVT Studios, with roving reporters roll-ins, as well as state and national returns

PSAs and Bulletin Board Announcements

During off-hours, KMVT cablecasts Public Service Announcements (PSA) and Bulletin Board announcements to provide a forum and publicity for non-profit organizations. The bulletin board usually plays between midnight and 3:00 PM on weekdays and during various times on weekends. Many PSAs are about 30 seconds in length. KMVT also offers PSA production services.

Community Outreach Services

In addition to the above, KMVT offers additional programs and services to our communities. These include:

- Station Tours – we offer 1-2 hour tours to individuals and local non-profit tours, such as Cub-, Boys-, and Girls Scout tours, students from local public and private schools, as well as students from special programs, such as Hope Services
- Internships for local college and high school students
- Speak Out series – individuals or groups can make an appointment and “speak out” on any non-commercial topic of their choice in front of our studio cameras. The result is cablecast without censorship (except for pornography and incitement to violence).
- DVD duplication – community members can order copies of any program aired on KMVT

Training and Workshops

KMVT Community Television is a community media center for learning and producing television, video, and webcasting. The station offers hands-on classes and workshops for both adults and youth. The workshops are designed to train community members in skills necessary to crew on an existing shows, produce their own shows at KMVT, or to simply further their understanding of media production. Adult classes include courses in

- Studio Production
- Field Production Techniques
- Producer’s Training
- Event/Truck Production

During summer vacation and winter/spring breaks, middle school kids (ages 10-14) are invited to participate in our popular one-week long production Youth Camps. Over 250 students graduate each year from our video camps. Offered Youth Camps are:

- Youth Studio Production
- Your Stop-Motion Claymation

Video Production Facilities & Equipment

In addition to classes and workshop, KMVT offers its equipment and facilities to community members, as well as to non-profit and commercial organizations. Modest fees are charged to community members; commercial organizations are charged the lowest prices in the industry; and non-profits receive steep discounts from our low commercial rates.

Equipment and facilities available to our communities include:

- Full 30’ x 30’ professional studio, with lights, cameras, green-screen, TelePrompTers, etc.
- Digital field cameras, lights, sound, and accessory equipment
- Mobile truck – full studio, 3 cameras, 3,000 yards of cabling, etc.

- Fully equipped editing and dubbing post production suites

Our professional staff can be engaged to provide some or all of the technical assistance for independent productions using the above equipment.

Professional Video Services

KMVT's highly experienced and talented senior staff offers professional video production services, concept-to-screen, to local non-profits and small businesses. This service, called KMVT 15 Productions has become a top Silicon Valley creative agency for video production.

Because KMVT is a non-profit, its rates are very low; however, the quality of its work is world-class. KMVT's professional video production services allows local non-profits and small businesses to avail themselves of high-end, "PBS quality" videos that could commercially cost 10-50 times and thus be out of their reach. KMVT 15 Productions videos have won 1st place in numerous national professional competitions and have been shown on commercial and public TV stations, as well as in local theaters. KMVT 15 Productions clients include:

- Palo Alto Red Cross
- MVLA High School District
- Community School of Music and Arts
- El Camino Hospital Auxiliary
- Senator Joe Simitian
- Red Cross Silicon Valley
- Hands On Bay Area
- Cupertino Strings
- Indian Business and Professional Women
- LifeScan
- WAVE Magazine
- Overtime Fitness
- Infinity Productions
- PolyRemedy
- Viewstream
- Lisa Stanion Studios

QUARTERLY PUBLIC SERVICE ANNOUNCEMENTS FOR THE GOVERNMENT ACCESS CHANNEL AND/OR COMMUNITY ACCESS CHANNEL

Goal:

KMVT is to institute an availability of plans for the quarter (every three months) for one-half day of filming at the KMVT studio. This will be made available to any department that has the need to communicate on a standard informational topic or a special upcoming event that would benefit the community.

Process:

- Department staff would send a reminder prior to the dates after it has been approved and scheduled with KMVT.
- Tapings would be scheduled for one to three (first come, first served) departments for the half-day taping availability.
- Departments to draft a script that would need to be reviewed by the department head for approval.
- Departments to provide the script in Word format, any graphics, pictures and titles.
- Departments to provide estimated total running time (TRT).
- Departments to provide the appropriate staff person available for on-air taping.

Sample topics that could be included:

- **General Use PSAs:** Should provide nondate-specific, useful community information. Information such as earthquake tips, fire and safety tips, energy conservation, water conservation, flood prevention tips, green living tips, etc.
- **Special Event PSAs:** Major City events, such as the Annual Parade, can also be utilized provided there is sufficient time to air them in advance of the special event.

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**CITY OF MOUNTAIN VIEW/KMVT
STANDARD OPERATING PROCEDURES (SOPs)
EFFECTIVE 2009**

Premeeting Review:

- At least 45 minutes prior to the meetings, KMVT staff will check the equipment, audio-visual and lighting.
- On-air channel checks will also be conducted.

Emergency Contacts:

- Please refer to the attached contact sheet.

Postmeeting Review:

- If there are any concerns about the audio/video/technical quality of the meeting, an e-mail is to be sent to KMVT Administrator (Kimberly Thomas) and Granicus Webcasting Administrator (June Chen).
- They will then distribute to the appropriate staff for a quality-check review.

Camera Operation and CG Titles:

- At all times, camera operators will do their best to ensure smooth operation and transition of the cameras.
- CG titles will not be utilized if there is any question about who is on screen to limit risk of utilizing an incorrect title.

KMVT Booth Maintenance:

- The booth is to be cleaned via vacuuming at least one time per quarter.
- The request will be made to City Facilities to ensure that debris does not build up in the booth.
- KMVT staff will advise if there is a problem with any existing debris in the booth.

KMVT – City Tape Retention, Storage and Recycling:

City Retention Policy CCO 011 – related to Council Meeting Minutes. The retention is 10 years for all media. The provisions are as follows:

- Regulation GC 3409490.
- Audio tapes are to be made for the meeting and held for **10 years**.
- Videotapes are also to be held for **10 years**.
- We will need to update that for **10 years** for digital files and **10 years** for DVD copies.

A recycling process will be established one time per year to ensure that tape build-up does not reach critical mass.

The tapes are to be filed in a yearly pattern and placed on the shelving units (if space is available) or boxed in file boxes by year.

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**MOUNTAIN VIEW – KMVT –
IT – COUNCIL CHAMBERS
EMERGENCY CONTACT LIST:**

**KEY PHONE EXTENSION FOR COUNCIL CHAMBERS/CITY HALL
ON MEETING NIGHTS (FOR PRELIVE MEETING OR EMERGENCIES
ONLY!):** KMVT BOOTH (THIRD FLOOR): X6263
CLERK/IT IN CHAMBERS (SECOND FLOOR): X6647
*NONEMERGENCY DISPATCH FOR
ON-CALL FACILITIES STAFF: X6395

<u>CONTACT</u>	<u>ORG/DEPT</u>	<u>E-MAIL</u>	<u>OFFICE PHONE</u>	<u>CELL PHONE</u>
<u>City Manager's Office</u>				
Kimberly Thomas	City of Mountain View—ATCM	kimberly.thomas@mountainview.gov	(650) 903-6210 or (650) 903-6301	(650) 537-8187
Ligia Sarmiento	City of Mountain View—EACM	ligia.sarmiento@mountainview.gov	(650) 903-6601 or (650) 903-6301	
<u>City Clerk's Office</u>				
Angee Salvador	City of Mountain View—City Clerk	angee.salvador@mountainview.gov	(650) 903-6399 or (650) 903-6304	
Wanda Wong	City of Mountain View—Deputy City Clerk	wanda.wong@mountainview.gov	(650) 903-6640 or (650) 903-6304	
<u>IT</u>				
Steve Rodriguez	City of Mountain View—IT Operations Manager	steve.rodriguez@mountainview.gov	(650) 903-6667 or (650) 903-6380	
June Chen	City of Mountain View—IT Senior Systems Analyst	june.chen@mountainview.gov	(650) 526-7002 or (650) 903-6380	

CONTACT	ORG/TYPE	EMAIL	OFFICE PHONE	CELL PHONE
<u>KMVT</u>				
Brian Szabo	KMVT— Executive Director	bszabo@kmvt15.org	(650) 968-1540 X18	(650) 269-3393
Bobby Chastain	KMVT— Technical Manager/Trainer	bchastain@kmvt15.org	(650) 968-1540 X15	(408) 702-7941
Dox Doxiadis	KMVT—Media Specialist/ Camera Operator	ddoxiadis@kmvt15.org	(650) 968-1540 X907	(650) 575-5220
Mark Taylor	KMVT—Media Specialist/ Camera Operator	mtaylor@kmvt15.org	(650) 968-1540	
<u>Comcast Cable</u>				
Staff	Local Cable TV Headend contact—only if there is an audio/ visual problem that KMVT is not able to diagnose.		(408) 919-3702	

Updated: April 2009

KT/8/MGR
609-04-16-09A-E^

**CITY OF MOUNTAIN VIEW
DONATED (USEABLE/NOT READY FOR SALVAGE) EQUIPMENT**

Noted and cataloged as "remnants/unused" equipment list, to be donated to KMVT Studios based on NO viable uses at City Hall.

None of the equipment is currently listed on our asset/FASD tracking list and have limited/no current value (circa early 1990s), but the equipment is not ready for salvage.

Items for donation as part of the contract update for nonprofit KMVT use are as follows:

1. JVC Color Video Monitor (TM-22U)
2. FUJINON EOP Operation Unit (EOP-102J-50D)
3. FUJINON CPS Power Supply (CPS-401A-10D)
4. Sony Remote Control Unit Telecommande (RM-C95)
5. Sony Camera Adapter (CMA-D2)
6. Sony 3CCD Color Video Camera (BRC 300 Series)
7. Various Cables and Equipment (Assorted)

KT/2/MGR
609-04-16-09R-E-1^

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE
12-01-2008

PRODUCER
LAWSON-HAWKS INS AGCY, INC.-PHS
150761 P:(866)467-8730 F:(877)905-0457
PO BOX 33015
SAN ANTONIO TX 78265

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

Attachment 7

INSURERS AFFORDING COVERAGE

INSURED
MOUNTAIN VIEW COMMUNITY TELEVISION INC.
1400 TERRA BELLA AVE. STE M
MOUNTAIN VIEW CA 94043

INSURER A: Hartford Casualty Ins Co
INSURER B: Hartford Underwriters Ins Co
INSURER C:
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	57 SBA KW2271	02/01/09	02/01/10	EACH OCCURRENCE	\$1,000,000
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$1,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$10,000
	<input checked="" type="checkbox"/> General Liab				PERSONAL & ADV INJURY	\$1,000,000
					GENERAL AGGREGATE	\$2,000,000
					PRODUCTS - COMP/OP AGG	\$2,000,000
					GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: EA ACC AGG	\$
A	EXCESS LIABILITY	57 SBA KW2271	02/01/09	02/01/10	EACH OCCURRENCE	\$1,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$1,000,000
	<input type="checkbox"/> DEDUCTIBLE					\$
	<input checked="" type="checkbox"/> RETENTION \$10,000					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	57 WEC KP8587	08/14/08	08/14/09	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
	E.L. EACH ACCIDENT				\$1,000,000	
	E.L. DISEASE - EA EMPLOYEE				\$1,000,000	
					E.L. DISEASE - POLICY LIMIT	\$1,000,000
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Those usual to the Insured's Operations. The City of Mountain View, its officials, officers, employees, and volunteers are Additional Insured per the Business Liability Coverage Form SS0008.

CERTIFICATE HOLDER **ADDITIONAL INSURED; INSURER LETTER:** A

CANCELLATION

City of Mountain View
Attn: City Manager
500 CASTRO ST
MOUNTAIN VIEW, CA, 94041

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE (10 DAYS FOR NON-PAYMENT) TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE *Taylor*

**CITY COUNCIL MEETING AGENDA
EXCERPT - APRIL 8, 2008**

4.8 ENVIRONMENTAL SUSTAINABILITY PROGRAM: PROJECT EVALUATION METHODOLOGY FOR CITY FACILITIES AND OPERATIONS—Approve the proposed methodology for evaluating the financial and environmental costs and benefits of potential sustainability projects to reduce greenhouse gas emissions from City facilities and operations.

4.9 CALIFORNIA STREET RESURFACING PHASE II, PROJECT 08-36—APPROVE PLANS AND SPECIFICATIONS—Approve plans and specifications for California Street Resurfacing Phase II, Project 08-36, and authorize staff to advertise the project for bids.

5. **PUBLIC HEARINGS**—None.

6. **ORAL COMMUNICATIONS FROM THE PUBLIC ON NONAGENDIZED ITEMS**

This portion of the meeting is reserved for persons wishing to address the Council on any matter not on the agenda. Speakers are allowed to speak on any number of topics for one three-minute period during the meeting. State law prohibits the Council from acting on nonagenda items.

7. **NEW BUSINESS**

7.1 VALLEY TRANSPORTATION AUTHORITY GOVERNANCE PROPOSAL

1. Provide comments to the Santa Clara Valley Transportation Authority on the new governance proposal;
2. Authorize the City's Policy Advisory Committee (PAC) member to convey the City's comments at the April PAC meeting; and
3. Authorize the Mayor to send a letter to the VTA Board of Directors.

 **7.2 INTRODUCE AN ORDINANCE AMENDING CHAPTER 37, RELATING TO THE PROVISION OF VIDEO SERVICES**

Introduce AN ORDINANCE AMENDING CHAPTER 37 OF THE MOUNTAIN VIEW CITY CODE IN ITS ENTIRETY, RELATING TO THE PROVISION OF VIDEO SERVICES, to be read in title only, further reading waived, and set second reading for April 22, 2008.

8. **COUNCIL, STAFF/COMMITTEE REPORTS**

No action will be taken on any questions raised by the Council at this time.



AGENDA: April 8, 2008

7.2

CATEGORY: New Business

DEPT.: City Manager/City Attorney

TITLE: Introduce an Ordinance Amending Chapter 37, Relating to the Provision of Video Services

RECOMMENDATION

Introduce AN ORDINANCE AMENDING CHAPTER 37 OF THE MOUNTAIN VIEW CITY CODE IN ITS ENTIRETY, RELATING TO THE PROVISION OF VIDEO SERVICES, to be read in title only, further reading waived, and set second reading for April 22, 2008.

FISCAL IMPACT—None. The calculation of the franchise fee remains the same.

BACKGROUND AND ANALYSIS

On January 1, 2007, the Digital Infrastructure and Video Competition Act (DIVCA) went into effect and established a new framework for the regulation of cable television. Prior to the new law, cable operators were required to negotiate individual franchises with each city before they could construct a cable system or offer cable services. Under the new law, cable operators, now called video service providers, obtain a State-wide franchise from the California Public Utilities Commission.

AT&T obtained its franchise in 2007 but has yet to provide video services in this City. Comcast recently provided the City with notice that it has obtained a State-wide franchise and is providing video services to the residents of the City of Mountain View.

While the new law transferred the authority to issue franchises from cities to the California Public Utilities Commission, cities have retained some rights and obligations regarding the provision of video services. For example, cities can still pursue a franchise fee payment of up to 5 percent of the "gross receipts" from the State-wide franchise holders in the city. Cities retain the right to audit the records of State-wide franchise holders to ensure they are paid all the fees required by DIVCA. Because our local franchise required the provision of three public, education and/or government channels and the channels are active, new State-wide franchise holders must interconnect to provide access to the same number of PEG channels.

DIVCA charges the City with enforcing State and Federally mandated customer service and consumer protection standards, and the City is required to establish by ordinance a schedule of penalties for any material breach of the standards. The customer service standards are enumerated in State law and include such things as service response time, billing procedures, customer hours, complaint procedures and bill dispute resolution.

AGENDA: April 8, 2008

PAGE: 2


Finally, DIVCA requires the City to establish regulations to allow video service providers to appeal any denials of an encroachment permit by the City.

CONCLUSION

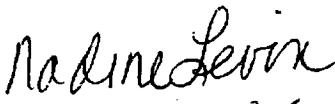
If adopted, the proposed amendments to the Mountain View City Code will bring the City Code into conformity with DIVCA and ensure the City's ability to continue to receive franchise fees and PEG fees and enforce customer service standards.

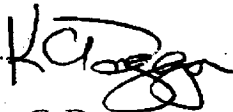
PUBLIC NOTICING—Agenda posting.

Prepared by:


Jannie L. Quinn
Senior Assistant Senior Attorney

Approved by:


Nadine P. Levin *es*
Assistant City Manager


Kevin C. Duggan
City Manager

KT/JLQ/9/CAM
010-04-08-08M^

Attachment: 1. Ordinance

ORDINANCE NO.

AN ORDINANCE AMENDING CHAPTER 37 OF THE
MOUNTAIN VIEW CITY CODE IN ITS ENTIRETY RELATING TO THE
PROVISION OF VIDEO SERVICES

THE CITY COUNCIL OF THE CITY OF MOUNTAIN VIEW DOES HEREBY
ORDAIN AS FOLLOWS:

Section 1. Chapter 37 of the Mountain View City Code is hereby amended in its
entirety and is readopted to read as follows:

"CHAPTER 37.
VIDEO SERVICES CODE.

SEC. 37.1. General Provisions.

a. **Short title.** This chapter shall be known and may be cited as the "video
services code."

b. **Purpose.** The purpose of this chapter is to implement the provisions of the
Digital Infrastructure and Video Competition Act, codified in California Public Utilities
Code Section 5800 *et seq.*, which the city is required to administer and enforce.

SEC. 37.2. Definitions and word usage.

For purposes of this Chapter 37, the following terms, phrases, words and their
derivations shall have the meaning given in this chapter. Unless otherwise expressly
stated, words not defined in this Chapter 37 shall be given the meaning set forth in the
Digital Infrastructure and Video Competition Act of 2006, Division 2.5 of the California
Public Utilities Code, Section 5800 *et seq.* ("DIVCA"). When not inconsistent with the
context, words used in the present tense include the future, words in the plural number
include the singular number, words in the singular number include the plural number,
and "including" and "include" are not limiting. The word "shall" is always mandatory.

a. **Access channel.** "Access channel" means any channel on a network set aside
by a state franchise holder for public, educational, or governmental use.

b. **Applicant.** "Applicant" means any person submitting any application
required under Division 2.5 of the California Public Utilities Code.

c. **Applicable law.** "Applicable law" means all lawfully enacted and applicable federal, state and city laws, ordinances, codes, rules, regulations and orders as the same may be amended or adopted from time to time.

d. **Cable service.** "Cable service" means (i) the one-way transmission to subscribers of video programming or other programming services; and (ii) subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

e. **City.** "City" means the City of Mountain View, California. Any act that may be taken by the city may be taken by the city council or any agency, department, agent or other entity now or hereafter authorized to act on the city's behalf.

f. **City council.** "City council" means the governing body of the City of Mountain View, California.

g. **Construction, operation, or repair.** "Construction," "operation" or "repair" and similar formulations of those terms mean the named actions interpreted broadly, encompassing, among other things, installation, extension, maintenance, replacement of components, relocation, undergrounding, grading, site preparation, adjusting, testing, make-ready, excavation and tree trimming. The term "operation" does not encompass or regulate the provision of services, but refers to activities affecting rights-of-way and other property subject to the jurisdiction of the city.

h. **Director of communications.** "Director of communications" means the city manager of the city. Any act that may be taken by the director of communications may be taken by any agency, department, agent or other entity now or hereafter authorized to act on behalf of the city manager.

i. **DIVCA.** "DIVCA" means the Digital Infrastructure and Video Competition Act of 2006, Division 2.5 of the California Public Utilities Code, Section 5800 *et seq.*, as may be amended from time to time.

j. **Gross revenues.** "Gross revenues" means all revenues (whether in the form of cash or other consideration) of a state franchise holder or its affiliates any way derived from its operations within the city.

k. **Incumbent cable operator.** "Incumbent cable operator" shall have the same meaning as in DIVCA.

l. **Network.** "Network" shall have the same meaning as in DIVCA.

m. **Person.** "Person" means an individual, partnership, association, joint stock company, organization, corporation, or any lawful successor thereto or transferee thereof, but such term does not include the city.

n. **Public rights-of-way.** "Public rights-of-way" shall have the same meaning as in DIVCA.

o. **State franchise.** "State franchise" means a franchise issued by the California Public Utilities Commission to provide cable service or video service, as those terms are defined in DIVCA, within any portion of the city.

p. **State franchise holder.** "State franchise holder" means a person who holds a state franchise.

q. **Subscriber.** "Subscriber" means the city or any person who legally receives any cable service video service from a state franchise holder operator delivered over that state franchise holder's network.

r. **User.** "User" means a person or the city utilizing a channel, capacity or equipment and facilities for purposes of producing or transmitting material, as contrasted with the receipt thereof in the capacity of a subscriber.

s. **Video service** shall have the same meaning as in DIVCA.

SEC. 37.3. State franchise fees.

a. Any state franchise holder operating within the city shall pay to the city a state franchise fee equal to five percent (5%) of the gross revenues of it or any affiliate that are subject to a franchise fee under California Public Utilities Code Section 5860.

b. The director of communications shall promptly send any state franchise holder that notifies the city that it intends to provide video service in the city (i) the franchise fee section of the franchises held by incumbent cable operators in the city; (ii) a sworn statement that, subject to audit, the fee required is being paid to the city; and (iii) a notice designating the person to whom the state franchise fee payments should be made.

SEC. 37.4. PEG fees.

Any state franchise holder operating within the city shall pay to the city a PEG fee equal to one and thirty-seven one-hundredths percent (1.37%) of the state franchise holder's gross revenues.

SEC. 37.5. Payment of fees.

The state franchise fee required pursuant to Sec. 37.3, and the PEG fee required pursuant to Sec. 37.4, shall each be paid to the city quarterly, in a manner consistent with California Public Utilities Code Section 5860. The state franchise holder shall deliver to the city, by check or other means specified by the city, a payment for the state franchise fee and a separate payment for the PEG fee not later than forty-five (45) days after the end of each calendar quarter. Each payment made shall be accompanied by a report, detailing how the payment was calculated, containing such information as the director of communications may require consistent with DIVCA. Unless the director of communications provides otherwise, the summary statement shall identify:

- (i) Revenues received from subscribers, by category, with service revenues broken out by service levels;
- (ii) Any charges to subscribers for which revenues were received, but on which a franchise fee was not paid;
- (iii) Where the fee is paid on an allocated portion of revenues received, the total revenues received; the allocation factor; and how the allocation factor was calculated.

SEC. 37.6. Audits.

The city may audit the business records of the holder of a state franchise in a manner consistent with California Public Utilities Code Section 5860(i).

SEC. 37.7. Late payments.

In the event a state franchise holder fails to make payments required by this chapter on or before the due dates specified in this chapter, the city shall impose a late charge at the rate per year equal to the highest prime lending rate during the period of delinquency, plus one percent (1%).

Sec. 37.8. Customer service and consumer protection.

Each state franchise holder shall comply with all applicable customer service and consumer protection standards, including, to the extent consistent with California Public Utilities Code Section 5900, all existing and subsequently enacted customer service and consumer protection standards established by state and federal law and regulation.

SEC. 37.9. Penalties for violations of standards.

- a. The city shall enforce the provisions of Sec. 37.8.
- b. For material breaches, as defined in California Public Utilities Code Section 5900, by a state franchise holder of applicable customer service and consumer protection standards, the city may impose the following penalties:
 1. For the first occurrence of a material breach, a fine of five hundred dollars (\$500) may be imposed for each day the violation remains in effect, not to exceed one thousand five hundred dollars (\$1,500) for each violation.
 2. For a second material breach of the same nature within twelve (12) months, a fine of one thousand dollars (\$1,000) may be imposed for each day the violation remains in effect, not to exceed three thousand dollars (\$3,000) for each violation.
 3. For a third material breach of the same nature within twelve (12) months, a fine of two thousand five hundred dollars (\$2,500) may be imposed for each day the violation remains in effect, not to exceed seven thousand five hundred dollars (\$7,500) for each violation.
- c. Any penalties imposed by the city shall be imposed in a manner consistent with California Public Utilities Code Section 5900.
- d. The director of communications is authorized to provide any notices required in California Public Utilities Code Section 5900. The director of communications shall coordinate with the Division of Ratepayer Advocate to protect consumers in the city.

SEC. 37.10. Permits.

- a. Prior to commencing any work for which a permit is required by Chapter 27 of this code, a state franchise holder shall apply for and obtain a permit in accordance with the provisions of Chapter 27. A permit application is complete when the state franchise holder has complied with all applicable laws and regulations, including, but not limited to, all city administrative rules and regulations, and all applicable requirements of Division 13 of the California Public Resources Code, Section 21000, *et seq.* (the California Environmental Quality Act).
- b. The director of public works shall either approve or deny a state franchise holder's application for any permit required under Division 1 of this title within sixty (60) days of receiving a complete permit application from the state franchise holder.

c. If the director of public works denies a state franchise holder's application for a permit, the director of public works shall, at the time of notifying the applicant of denial, furnish to the applicant a detailed explanation of the reason or reasons for the denial.

d. A state franchise holder that has been denied a permit by final decision of the director of public works may appeal the denial to the city council. Upon receiving a notice of appeal, the board of supervisors shall take one of the following actions:

1. Affirm the action of the director of public works without any further hearing; or
2. Refer the matter back to the director of public works for further review with or without instructions; or
3. Set the matter for a public hearing before the city council.

e. In rendering its decision on the appeal, the city council shall not hear or consider any argument or evidence of any kind other than the record of the matter received from the director of public works unless the city council is itself conducting a public hearing on the matter.

f. The issuance of a permit is not a franchise, and does not grant any vested rights in any location in the public rights-of-way, or in any particular manner of placement within the rights-of-way. Without limitation, a permit to place cabinets and similar appurtenances aboveground may be revoked and the permittee required to place facilities underground, upon reasonable notice to the permittee.

SEC. 37.11. Interconnection for PEG Programming.

Each state franchise holder, and each incumbent cable operator operating under a city franchise issued pursuant to Division 6 of this title, shall negotiate in good faith to interconnect their networks for the purpose of providing PEG programming. Interconnection may be accomplished by any means authorized under Public Utilities Code Section 5870(h). Each state franchise holder and incumbent cable operator shall provide interconnection of PEG channels on reasonable terms and conditions and may not withhold the interconnection. If a state franchise holder and an incumbent cable operator cannot reach a mutually acceptable interconnection agreement, the city may require the incumbent cable operator to allow the state franchise holder to interconnect its network with the incumbent cable operator's network at a technically feasible point on the state franchise holder's network as identified by the state franchise holder. If no technically feasible point for interconnection is available, each state franchise holder will make an interconnection available to each channel originator providing PEG programming to an incumbent cable operator and will provide the facilities necessary

for the interconnection. The cost of any interconnection will be borne by the state franchise holder requesting the interconnection unless otherwise agreed to by the state franchise holder and the incumbent cable operator.

SEC. 37.12. Notices.

a. Each state franchise holder or applicant for a state franchise shall file with the city a copy of all applications or notices that the state franchise holder or applicant is required to file with the Public Utilities Commission.

b. Unless otherwise specified in this chapter, all notices or other documentation that a state franchise holder is required to provide to the city under this Division 6 or the California Public Utilities Code shall be provided to the director of communications.

SEC. 37.13. Compliance with Chapter 37.

a. Nothing contained in this Chapter 37 exempts a state franchise holder from compliance with all ordinances, rules or regulations of the city now in effect or which may be hereafter adopted which are not inconsistent with this chapter or California local laws, including, without limitation, zoning laws, construction codes, and the city's standard provisions and details. In addition, the construction, operation and maintenance shall be performed in a manner consistent with high industry standards, which obligation shall, without limitation, require a state franchise holder to comply with the latest edition of the listed manuals which are available at the time of submission of the construction and/or maintenance request: this includes, but is not limited to, AT&T Manual of Construction Procedures (Blue Book); and the state Franchise Holder's Construction Procedures Manual. In the event of a conflict among codes and standards, the most stringent code or standard shall apply (except insofar as that standard, if followed, would result in a system that could not meet requirements of federal, state or local law). A state franchise holder shall at all times employ reasonable care, within the meaning of applicable law, and shall install and maintain in use commonly accepted methods and devices preventing failures and accidents that are likely to cause damage, injury or nuisance to the public.

b. Without limiting the foregoing, all of a state franchise holder's network shall be constructed, operated and maintained in accordance with good engineering practices, performed by experienced and properly trained maintenance and construction personnel.

c. Except in underground utility service areas, a state franchise holder's network may be constructed overhead where poles now exist and electric and telephone lines are now overhead, but where either electric or telephone lines are underground, or are being initially placed underground, the network shall be constructed underground in accordance with existing city practices at the time the

network is constructed subject to any waivers that may be granted. Whenever and wherever the owner of the poles moves its plant from overhead to underground placement in an area, all network facilities and plant in that area shall be similarly moved underground by the state franchise holder as directed by the city engineer in accordance with then-existing city practices, subject to any waivers that may be granted. The city will cooperate in good faith with a state franchise holder in any waiver process. Other facilities installed in the rights-of-way will be placed aboveground or underground in accordance with the city's practices, as amended from time to time.

d. A state franchise holder shall construct, operate and maintain its network so as not to endanger or interfere with improvements the city shall deem appropriate to make or to interfere in any manner with the public rights-of-way or legal rights of any property owner or to unnecessarily hinder or obstruct pedestrian or vehicular traffic. A state franchise holder shall not place facilities, equipment or fixtures where they will interfere with any gas, electric, telephone, telecommunications, water, sewer or other utility facilities, or obstruct or hinder in any manner such entities' use of any public rights-of-way. Any and all public rights-of-way, public property or private property that is disturbed or damaged by a state franchise holder during the construction, repair, replacement, relocation, operation, maintenance or construction of a network shall be promptly repaired by the state franchise holder.

e. A state franchise holder shall, by a time specified by the city, protect, support, temporarily disconnect, relocate or remove any of its property when required by the city or any other governmental entity by reason of traffic conditions; public safety; public rights-of-way construction; public rights-of-way maintenance or repair (including resurfacing or widening); change of public rights-of-way grade; construction, installation or, repair of sewers, drains, water pipes, power lines, signal lines, tracks or any other type of government-owned communications system, public work or improvement or any government-owned utility; public rights-of-way vacation; or for any other purpose where the work involved would be aided by the removal or relocation of the network, provided, however:

1. Except in the case of emergencies, the city shall provide written notice describing where the work is to be performed at least one (1) week prior to the deadline for performing the work; a state franchise holder may seek an extension of the time to perform the work where it cannot be performed in a week even with the exercise of due diligence, and such request for an extension shall not be unreasonably refused;

2. That the state franchise holder may abandon any property in place upon notice to the city, unless the city determines, in the exercise of its reasonable discretion exercised within ninety (90) days of the date the city receives notice, that the safety, appearance, functioning or use of the public rights-of-way and facilities in the public rights-of-way will be adversely affected thereby; and

3. If a state or local statute requires the city to compensate users of the right-of-way (including state franchise holders) for the cost of relocation or removal, nothing in this chapter shall be read to abrogate any right a state franchise holder may have to obtain an appropriate share of funds available for relocation or removal.

f. Within thirty (30) days after its receipt of a written request from the city, a state franchise holder shall expose its subsurface network facilities by potholing (digging a test hole) to a depth of one foot (1') below the bottom of such facilities.

g. If any removal, relaying or relocation is required to accommodate the construction, operation or repair of the facilities of another person that is authorized to use the public rights-of-way, a state franchise holder shall, after thirty (30) days' advance written notice, take action to effect the necessary changes requested by the responsible entity. Unless the matter is governed by a valid contract or a state or federal law or regulation, the reasonable cost of removal, relaying or relocation shall be borne by the party requesting the removal, relaying or relocation. The city may direct a state franchise holder to remove, relay or relocate its facilities pending resolution of a dispute as to responsibility for costs, if the person requesting removal, relaying or relocation posts a satisfactory bond or provides other adequate security.

h. In the event of an emergency, or where a network creates or is contributing to an imminent danger to health, safety or property, the city may remove, relay or relocate any or all parts of that network without prior notice; however, the city shall make reasonable efforts to provide prior notice.

i. A state franchise holder shall, on the request of any person holding a valid permit issued by a governmental authority, temporarily raise or lower its wires to permit the moving of buildings or other objects. The expense of such temporary removal or raising or lowering of wires shall be paid by the person requesting the same, and the state franchise holder shall have the authority to estimate the reasonable material and labor costs and require payment of the same in advance. The state franchise holder shall be given not less than seven (7) days' advance notice to arrange for such temporary wire changes.

j. A state franchise holder shall have the authority to trim trees that overhang public rights-of-way of the city so as to prevent the branches of such trees from coming in contact with the state franchise holder's network. Notwithstanding that grant of authority, if the state franchise holder performs the work, it shall be fully liable for any damages caused thereby, and shall be responsible for replacing damaged trees and shrubs. A state franchise holder shall be responsible for notifying affected property owners prior to trimming trees and shall obtain permission from the community services department pursuant to Chapter 32 of the Mountain View City Code. At the option of the city, such trimming may be done by it.

k. The state franchise holder shall not install or erect any facilities or apparatus in or on other public property, places or rights-of-way, or within any privately owned area within the city which has not yet become a public street but is designated or delineated as a proposed public street on any tentative subdivision or parcel map approved by the city, except those installed or erected upon public utility facilities now existing without obtaining the prior written approval of the director of communications.

l. Any contractor or subcontractor used for work or construction, installation, operation, maintenance or repair of network equipment must be properly licensed under laws of the state and all applicable local ordinances, and each contractor or subcontractor shall have the same obligations with respect to its work as the state franchise holder would have under this chapter and applicable law if the work were performed by state franchise holder. The state franchise holder shall be responsible for ensuring that the work of contractors and subcontractors is performed consistent with this chapter and other applicable law, shall be responsible for all acts or omissions of contractors or subcontractors, shall be responsible for promptly correcting acts or omissions by any contractor or subcontractor, and shall implement a quality control program to ensure that the work is properly performed. This section is not meant to alter tort liability of a state franchise holder to third parties.

SEC. 37.14. Publicizing proposed construction work.

a. A state franchise holder shall publicize the initial build or any substantial rebuild or upgrade of its network in each affected neighborhood by providing two (2) written notices prior to any such construction or installation. The first notice shall be delivered to property owners within three hundred feet (300') of the proposed construction or installation. A written notice, including a photograph of a proposed facility or cabinet, is showing its relative size and shall be sent to the property owner. The notice shall provide a telephone number to call the state franchise holder in the event the property owner is concerned about the proposed location of the facility or cabinet. A second notice shall be given to residents by door hanger placed on all properties within three hundred feet (300') of the proposed facility or cabinet at least forty-eight (48) hours before commencement of construction or installation. Notice shall include description of work and information to contact the state-wide franchise holder with any questions or concerns."

Section 2. The provisions of this ordinance shall be effective thirty (30) days from and after the date of its adoption.

Section 3. If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be unconstitutional, such decision shall not affect the validity of the other remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause or

phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional.

Section 4. Pursuant to Section 522 of the Mountain View City Charter, it is ordered that copies of the foregoing proposed ordinance be posted at least two (2) days prior to its adoption in three (3) permanent places in the City and that a single publication be made to the official newspaper of the City of a notice setting forth the title of the ordinance and the date of its introduction and list of places where copies of the proposed ordinance is posted.

JLQ/8/ORD
010-02-01-08o^

CITY OF MOUNTAIN VIEW
RESOLUTION NO. 16003
SERIES 1996

A RESOLUTION ALLOWING BRENMOR CABLE PARTNERS, L.P. TO
OFFSET CAPITAL GRANT PAYMENTS

WHEREAS, Mountain View Community Television doing business as KMVT manages the public access channel(s) in the City of Mountain View; and

WHEREAS, Brenmor Cable Partners, L.P. and KMVT have entered into a valid and binding contract under which Brenmor Cable Partners, L.P. would provide certain funds to KMVT if certain renewal franchise obligations were replaced, which agreement is outside the Franchise Agreement between the City of Mountain View and Brenmor Cable Partners, L.P.; and

WHEREAS, Brenmor Cable Partners, L.P., a cable operator in the City of Mountain View, would be required to provide a capital grant to the City under its proposed renewal franchise, dated September 1, 1996 for identification purposes, and Brenmor Cable Partners, L.P. has requested to offset the funds it provides to KMVT under its contract against the capital grant requirement specified in Section 8.22 of the Franchise Agreement; and

WHEREAS, it is in the public interest to agree to the offset because it would provide for greater flexibility in the delivery of public, educational and government access to the citizens without placing any greater burden on the City of Mountain View, cable system subscribers or Brenmor Cable Partners, L.P.;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Mountain View as follows:

Commencing on the effective date of the Franchise Agreement and continuing through the first year of the Franchise Agreement (September 1, 1996-August 31, 1997), Brenmor Cable Partners, L.P. and its lawful successors and assigns which are or become parties to the KMVT contract may offset any payment provided under a valid and binding contract to KMVT or any other entity designated by the City to manage the public access channel against the capital grant payment required under the Franchise Agreement, Section 8.22 for the Agreement's first year, up to a total amount of \$125,000.

The foregoing Resolution was regularly introduced and adopted at an Adjourned Regular Meeting of the City Council of the City of Mountain View, duly held on the 30th day of July, 1996, by the following vote:

AYES: Councilmembers Bonnell, Cochran, Figueroa, Kleitman, Lewis, Takahara, and Mayor Faravelli

NOES: None

ABSENT: None

NOT VOTING: None


ATTEST:

APPROVED:


KATHERINE E. KOLIOPOULOS
CITY CLERK


RALPH FARAVELLI
MAYOR

I do hereby certify that the foregoing resolution was passed and adopted by the City Council of the City of Mountain View at an Adj. Reg. meeting held on the 30th day of July 1996 by the foregoing vote


City Clerk
City of Mountain View

CITY OF MOUNTAIN VIEW
RESOLUTION NO.
SERIES 2006

A RESOLUTION ESTABLISHING THE AMOUNT OF THE
CABLE OPERATOR'S PUBLIC ACCESS OPERATIONS PAYMENT OFFSET
FOR THE SEPTEMBER 1, 2006 THROUGH AUGUST 31, 2007 FRANCHISE YEAR

WHEREAS, Mountain View Community Television (MVCT), doing business as KMVT, manages the public access channel(s) in the City of Mountain View; and

WHEREAS, the City's current cable operator and KMVT have entered into a valid and binding contract, which agreement is outside of the franchise agreement between the City of Mountain View and the cable operator; and

WHEREAS, the cable operator is required to provide an annual capital grant to the City under its franchise dated September 1, 1996 for purposes of identification; and

WHEREAS, Section 8.2.4 of the franchise agreement provides that if the cable operator has a valid and binding contract with KMVT, the cable operator may offset any amount it pays under such contract against the capital grant payment to the City; and

WHEREAS, the cable operator has requested to offset the funds it provides to KMVT under its contract against the capital grant requirement specified in Section 8.2.2 of the franchise agreement; and

WHEREAS, it is in the public interest to agree to the offset because it would provide for greater flexibility in the delivery of public, educational and government access to the citizens without placing any greater burden on the City of Mountain View, cable system subscribers or cable operator;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Mountain View as follows: commencing on the effective date of this resolution and continuing until August 31, 2007, provided the franchise agreement remains in effect, the cable operator shall be permitted to offset any payment provided under a valid and binding contract with MVCT up to a maximum of \$125,000 against the annual capital grant payment owed the City for purposes of providing financial support to MVCT for its public access operations, as set forth in Section 8.2 of the franchise agreement between the City and the cable operator.

of the I-Net by City enterprise funds and agencies is not "for profit" or "commercial" solely because the enterprise or agency has more revenues than expenses, or because the activity in which it is engaged is provided on a for-profit basis by private entities in other communities or the City. Nothing prevents the City from authorizing charges to users or viewers to pay for such noncommercial services such as fees for video class instruction or charges to recover the cost of special use equipment, or the cost of the I-Net, or as they may be required to charge under-Applicable Law.

8.2

Capital Grant for Access Equipment and Facilities:

8.2.1 The Franchisee shall provide the City capital grants as specified below to be used by the City in its sole discretion for PEG related, including I-Net related, purposes.

8.2.2 On January 1 of each year through the term of the Franchise, the Franchisee shall provide the City cash grants as provided in this section. It shall provide a minimum grant on January 1 of each year of One Hundred Eight Thousand Nine Hundred Dollars (\$108,900), plus a second payment on that date, conditioned on the City's contribution of matching funds, for access or institutional network use, of up to Eighty-Nine Thousand One Hundred Dollars (\$89,100). (Payments the City has been making prior to the effective date of this Franchise toward PEG and I-Net uses count toward the match, assuming the City continues to make those payments). The first payments are due January 1, 1997.

8.2.3 City and Franchisee agree that, based on their understanding of FCC rules, and as a compromise, up to One Million Six Hundred Ninety Thousand Dollars (\$1,690,000) (\$169,000 annually) would be eligible for treatment as external costs under current FCC rules. This \$169,000 would be spread across the total number of Subscribers at the time of a rate filing to derive the per-Subscriber charge for any particular year. For example, if at the time of filing to pass through external costs there were 16,600 Subscribers, and assuming the full base payment and match are paid, \$0.85 will be eligible for treatment on the monthly bill of each Subscriber to the basic service tier as "external costs" under the FCC's current rate rules. The following year, if there were 15,000 Subscribers, and the full base and match were paid, \$0.94 will be eligible for treatment on the monthly bill of each Subscriber to the basic service tier as "external costs" under the FCC's current rate rules. The parties agree that in the event the FCC rules change or are clarified in any way, and the Franchisee seeks to treat any sum above \$169,000 as external costs for PEG, inter-connection and I-Net costs, then the City shall be entitled to argue that, properly calculated, the external cost amount should be lower than the \$169,000 annual amount; but subject to this reservation, the treatment of the \$169,000 as an external cost which may be passed through to Subscribers is approved.

8.2.4 Other Access Support. If Franchisee has a valid and binding contract with the entity designated by the City to manage the public access channel, the City agrees that Franchisee may offset any amount it pays under such contract

against payments required under Section 8.2.2. The City may establish offset limits for each calendar year by resolution. Nothing in this section requires or shall be deemed to require Franchisee to make any payment that constitute a franchise fee under 47 U.S.C. § 542:

8.3 Permit Fees Related to PEG Facilities:

8.3.1 The City shall waive Right-of-Way Construction Permit fees required by the City in connection with any construction by Franchisee which is solely for the City's I-Net or other Facilities described in Sections 7.7, 7.8.1, 7.9 or 7.10.

8.3.2 The City shall waive pro rata any Right-of-Way Construction Permit fees which are payable to the City's Property Services Division for its services, and which arise in connection with the Franchisee's joint construction of the Cable system and the City's I-Net or government access Facilities. The pro rata share of fees which will be waived shall be calculated by multiplying the total amount of Right-of-Way Construction Permit fees required in connection with Franchisee's joint work by a fraction, the numerator of which is the number of fibers for the City involved in the Franchisee's joint work in the pertinent area, and the denominator of which is the total number of fibers involved in the joint work in the pertinent area. For example, if a project involves one hundred feet (100') of construction, forty feet (40') solely for the Franchisee and sixty feet (60') for both the Franchisee (6 fibers) and the City (2 fibers), the fee shall be calculated as follows: (40' times per foot charge) + (60' times per foot charge times 6/8) = Franchisee's fee.

8.4 Costs Not Franchise Fees. The parties agree that any cost to the Franchisee associated with providing any support for PEG use required under this Franchise Agreement (including the provision of the I-Net and support therefor) and payments made outside this Agreement, if any, are not part of the Franchise Fee, and fall within one or more of the exceptions in 47 U.S.C. § 542.

8.5. No Charge for Use. The PEG support that Franchisee is required to provide under Sections 6- 8 shall be available for PEG use at no charge, except as specifically provided in the I-Net Lease Agreement.

9. Operation and Reporting Provisions.

9.1 Open Books and Records. Without limiting its obligations under Section 2, Franchisee agrees that it will collect and make available books and records for inspection and copying by the City in accordance with the Cable Ordinance as it existed on the date of this Agreement. Franchisee shall be responsible for collecting the information and producing it.

9.2 Time for Production. Books and records shall be produced to the City at City Hall, or such other location as the parties may agree. Notwithstanding any provision of the Cable Ordinance, if documents are too voluminous or for security