

CONTRACT BETWEEN THE CITIES OF GILROY,  
HOLLISTER & SAN JUAN BAUTISTA  
AND  
COMMUNITY MEDIA ACCESS PARTNERSHIP  
OF SOUTHERN SANTA CLARA AND SAN BENITO COUNTIES

**AGREEMENT**

This Agreement is made this 1st day of January, 2021, by and between the Cities of Gilroy, Hollister and San Juan Bautista ("the Cities"), and Community Media Access Partnership of Southern Santa Clara and San Benito Counties ("CMAP"), a nonprofit corporation, who agree as follows:

**RECITALS**

1. Charter Communications ("Charter") has been granted a state franchise ("State Franchisee") to provide cable/video services in Gilroy, Hollister, and San Juan Bautista pursuant to the Digital Infrastructure and Video Competition Act of 2006 ("DIVCA") (hereinafter the Charter DIVCA franchise).
2. A.T.&T. has been granted a state franchise ("State Franchisee") to provide cable/video services in Hollister pursuant to the Digital Infrastructure and Video Competition Act of 2006 ("DIVCA") (hereinafter the AT&T DIVCA franchise).
3. DIVCA provides that certain channel capacity shall be provided for public, educational, and government ("PEG") access.
4. DIVCA authorizes the Cities to receive certain grant payments from State Franchisees for PEG access purposes as defined by Section 5870(n) of DIVCA.
5. The Cities have each authorized the receipt of such PEG channels and payments via City of Gilroy Municipal Code Chapter 24.22, City of Hollister Code Chapter 5.21.070, and City of San Juan Bautista Code Chapter 5-20-1830.
6. A Settlement Agreement and Release between each of the Cities and Charter, enacted on or about June 11, 2010, provides that certain payments and in-kind services shall be provided by Charter to support the operations of the PEG access facilities, equipment and channels.

7. The Cities have determined that they wish to designate CMAP as the access management organization to develop, manage, and administer the PEG access channels and to operate one or more community media centers.
8. CMAP has managed a community access center and managed certain PEG access channels since 2001.
9. CMAP has agreed to continue to serve the Cities by developing, programming, and administering the PEG channels, and operating one or more community media centers to support the services as described herein.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

**SECTION 1. SCOPE OF SERVICES.** In exchange for the resources provided by the Cities to CMAP, pursuant to this Agreement, CMAP shall provide the following services:

- A. *OPERATE PUBLIC, EDUCATIONAL, AND GOVERNMENT ACCESS CABLE CHANNEL(S).* Operate the public, educational, and government access cable channel(s) in accordance with this Agreement and applicable state and federal law, with the primary purpose being to bring to the community programming and information not otherwise readily available in commercial and national media.
- B. *OPERATE A COMMUNITY MEDIA CENTER.* Manage a community media production facility and equipment ("Community Media Center"), available for public use at such hours and times as are determined by CMAP. Access to equipment and facilities shall be open to all those who qualify within membership, training, and/or other requirements or standards deemed appropriate by CMAP to further the media access objectives of CMAP.
- C. *PROVIDE NONDISCRIMINATORY ACCESS.* Provide access to the equipment, facilities, channels, and services provided hereunder on a non-discriminatory basis to all residents of the Cities for non-commercial programming purposes, whether individuals or organizations, on a non-discriminatory basis, pursuant to operating rules issued by CMAP.

- D. *DEVELOP OPERATING POLICIES AND PROCEDURES.* Develop policies and procedures for use and operation of the PEG access equipment, facilities, and channels and file such policies and procedures with the Cities.
- E. *COMPLIANCE WITH LAWS RULES, AND REGULATIONS.* Administer the PEG access channels and facilities in compliance with applicable laws, rules, and regulations.
- F. *TRAINING.* Train residents of the Cities and, when requested, employees of the Cities and local school or college employees in the techniques of media production, and provide technical advice in the execution of productions.
- G. *PLAYBACK/CABLECAST.* Provide for distribution of PEG access programs through playback/cablecasting/webcasting and other innovative or readily available means of distribution of PEG access channels and program content.
- H. *MAINTENANCE OF EQUIPMENT.* Provide regular maintenance and repair of all equipment purchased with monies received pursuant to this Agreement.
- I. *PROMOTION.* Actively promote the use and benefits of the PEG access channels and facilities to cable subscribers, the public, and PEG access users.
- J. *PERFORMANCE REVIEW.* CMAP shall, after four (4) years of operation under this Agreement, contract with an entity from outside the Cities chosen upon approval of the CMAP Board of Directors, that is expert in PEG access matters to conduct a performance review of CMAP's operations. This review shall include an opportunity for PEG access users and cable subscribers to provide input. Upon completion, a copy of the performance review shall be submitted to the Cities.
- K. *OTHER ACTIVITIES.* Undertake other PEG access programming activities and services as deemed appropriate by CMAP and consistent with the obligation to facilitate and promote PEG access programming and provide non-discriminatory access.

## SECTION 2. ENHANCED GOVERNMENT SERVICES

- A. In addition to those services specified in Section 1, CMAP shall provide the staffing for professional video production services for the following meetings taking place at the City Hall of each of the Cities.
1. Gilroy: Regular City Council meetings, Council Study Sessions, Planning Commission meetings. (Maximum of 44 meetings per year.)
    - a. On the effective date of this Agreement, the City of Gilroy staffed these meetings. Hereafter, CMAP will provide these services. CMAP will coordinate with the City to have a smooth and timely transition of the meeting coverage from City staff to CMAP. It anticipated that it will take several months after the initiation of this agreement for that transition to occur. The transition period will be part of the 44 meetings per year. There will be no additional charges for CMAP staff to develop familiarity with and be trained to use the equipment located at City Hall.
  2. Hollister: Regular Council meetings, Council Study Sessions, Planning Commission meetings, and Airport Advisory Committee meetings. (Maximum of 48 meeting per year.)
  3. San Juan Bautista: Regular City Council meetings, regular Planning Commission meetings, and three special meetings designated by the City annually. (Maximum of 27 meetings per year.)
  4. If a meeting exceeds four (4) hours in length (including set-up and take down) the Cities will be charged at the special discounted rates provided in Exhibit A, attached hereto.
- B. CMAP shall at the request of each City produce a video of up to four (4) minutes twice in each calendar year.
- C. Pursuant to Section 1. CMAP shall be responsible for purchasing, maintenance, and replacement of equipment related to its media services and playback/webcasting/cablecasting of PEG access channels and programming and any related INET fiber networking equipment.

- D. DIVCA authorizes each City to receive certain grant payments from State Franchisees for PEG access purposes. The Cities have agreed pursuant Section 15. B. of this Agreement to provide that funding to CMAP. CMAP shall set aside 10% of that PEG DIVCA funding provided by each City in a special banking sub-account for that City for the purchase of City Council Chambers video equipment. At the request and in consultation with each City, CMAP shall budget for video equipment for City Council Chambers. CMAP shall provide funding for these purchases based upon the fund balances set aside in bank sub-accounts for each City individually.
- E. On or before July 1, 2021, develop a ten (10) year plan for regular updates to equipment used to record and broadcast City Council meetings.
- F. Upon request by one of more of the Cities, CMAP agrees to provide video productions services and other media services in addition to those listed in this Agreement at the rates described in Exhibit A to this Agreement.

SECTION 3. PUBLIC ACCESS CHANNELS OPEN TO PUBLIC: CMAP agrees to keep the public access channel(s) open to all potential users regardless of their viewpoint, subject to FCC regulations and other relevant laws. Neither the Cities, nor State Franchisees, nor CMAP shall have the authority to control the content of programming placed on the public access channel(s) so long as such programming is lawful. Provided that, nothing herein shall prevent CMAP, the Cities, or State Franchisees from producing or sponsoring programming, prevent the Cities or State Franchisees from underwriting programming, or prevent the Cities, State Franchisees, or CMAP from engaging in activities designed to promote production of certain types of programming or use by targeted groups as consistent with applicable law and rules for use of the channel(s). CMAP may develop and enforce policies and procedures which are designed to promote local use of the channel(s) and make programming accessible to the viewing public, consistent with such time, place, and manner regulations as are appropriate to provide for and promote use of PEG access channels, equipment and facilities.

#### SECTION 4. INDEMNIFICATION.

- A. CMAP shall indemnify, defend, and hold harmless the Cities, their officers, agents, and employees and volunteers from and against any and all claims, suits, actions, causes of action, losses, damage, or liabilities of any kind, nature or description, including payment of litigation costs and attorneys' fees, brought by any person or persons for or on account of any loss, damage or injury to person, property or any other interest, tangible or intangible, sustained by or accruing to any person or persons, howsoever the same may be caused, directly or indirectly arising or resulting from any alleged acts or omission of CMAP, its officers, employees, agents, subcontractors, or volunteers arising out of or resulting from the performance of this Agreement.
- B. CMAP shall indemnify and hold harmless the Cities, their officers, agents, employees and volunteers from and against any and all claims or other injury, including costs of litigation and attorney's fees, arising from or in connection with claims or loss or damage to person or property arising out of the failure to comply with any applicable laws, rules, regulations or other requirements of local, state or federal authorities, for claims of libel, slander, invasions of privacy, or infringement of common law or statutory copyright, for breach of contract or other injury or damage in law or at equity which claims, directly or indirectly, result from CMAP's use of channels, funds, equipment, facilities or staff granted under this Agreement or franchise agreements between the Cities and State Franchisees.
- C. Each of the Cities, respectively, shall indemnify, defend, and hold harmless CMAP, its officers, agents, volunteers, and employees from and against any and all claims, losses, liabilities, or damage including payment of reasonable attorneys' fees arising out of or resulting from the performance of this Agreement, caused in whole or part by any act or omission of the respective City.

SECTION 5. COPYRIGHT CLEARANCE. Before cablecasting program material, CMAP shall require all users to agree in writing that they shall make all appropriate arrangements to obtain all rights to all material cablecast or distributed through other means such as the Internet and clearances from broadcast stations, networks, sponsors, music licensing organizations' representatives, and without limitation from the foregoing, any and all other persons as may be necessary to transmit their program material over the PEG access channels or other means such as the Internet that are operated and managed by CMAP. CMAP shall maintain copies of all such user agreements for inspection by the Cities, upon reasonable notice by the Cities and for the term of the applicable statute of limitations.

SECTION 6. COPYRIGHT AND OWNERSHIP. CMAP shall own the copyright of any programs which it may choose from time to time to produce. Copyright of programming produced by other parties shall be held by such persons who produced said programming.

SECTION 7. DISTRIBUTION RIGHTS.

- A. CMAP shall require that all programs produced with funds, equipment, facilities, or staff granted under this Agreement shall be distributed on the channels whose use is authorized by this Agreement. This subsection shall not be interpreted to restrict, limit, or otherwise affect CMAP's lawful authority to manage programming shown on the PEG access channels. This subsection shall not be interpreted to restrict distribution (beyond distribution on channels authorized by this Agreement), so long as such other distribution is consistent with any pertinent guidelines established in the PEG access operating policies and procedures.
- B. At least at the beginning and end of each day that programming is cablecast on the PEG access channels whose use is authorized by this Agreement, CMAP shall display a credit stating "Partial funding for the operation of this channel is provided by the Cities of Gilroy, Hollister and San Juan Bautista." Such credit shall also state that opinions expressed in PEG access programs are the sole responsibility of the program producers.

## SECTION 8. EQUIPMENT AND FACILITIES.

- A. CMAP shall be responsible for maintenance of all equipment and facilities owned, leased or loaned to it under this Agreement or purchased with funds provided pursuant to this Agreement.
- B. The City of Gilroy currently houses CMAP's Master Control equipment in the City of Gilroy data center and provides access to certain network infrastructure. CMAP shall continue to pay the City of Gilroy \$3,600 annually for such storage/services. This annual fixed payment of \$3,600 shall be due to the City on September 1st of each year of this Agreement until such time that CMAP determines the need for such storage/services unnecessary.
- C. CMAP shall own all equipment and facilities acquired by it and purchased with funds received pursuant to this Agreement, except that upon termination or non-renewal of this Agreement all such equipment or facilities purchased with funds received pursuant to this Agreement shall become the property of the Cities (in a manner determined by the Cities), which shall ensure that all such equipment or facilities shall be used for PEG access purposes.

To secure all of its obligations under this Agreement, CMAP hereby grants to the Cities a security interest in all of the assets and interests owned or hereafter acquired by CMAP with funds provided by the Cities, and the proceeds thereof, including but not limited to CMAP deposit accounts, inventory, and all equipment and fixtures that are or were acquired with funds provided by the Cities. CMAP agrees to take all steps reasonably requested by the Cities to perfect and enforce the security interest of the Cities, including the execution and processing of financing statements and continuation statements under the California Uniform Commercial Code. CMAP will also notify any institution with whom it now or hereafter maintains any deposit account of the existence of a security interest by the Cities in the account.

The Cities agree to subordinate their interest if necessary to finance the purchase of equipment or property. The subordination shall only be with respect to the specific equipment or property that CMAP might wish to finance.

- D. Upon the earlier of termination, expiration, or dissolution of CMAP, it shall, subject to the approval of the Cities, transfer all assets of CMAP representing equipment and facilities funded by the Cities, and/or the proceeds of either to the Cities, or at the option of the Cities, to such organization or organizations designated by the Cities to manage PEG access which shall at the time qualify as a tax exempt organization(s) under Section 501(c)(3) of the Internal Revenue Code (or the corresponding provisions of any future United States Internal Revenue Law).

SECTION 9. INSURANCE. CMAP shall maintain in full force and effect at all times during the term of this Agreement insurance as required by this Section. The cost of such insurance shall be borne by CMAP and may be included in its annual budget.

- A. *COMPREHENSIVE LIABILITY INSURANCE.* Comprehensive liability insurance, including protective, completed operations and broad form contractual liability, property damage and personal injury coverage, and comprehensive automobile liability including owned, hired, and non-owned automobile coverage. The limits of such coverage shall be: (1) bodily injury including death, \$1,000,000 for each person, each occurrence and aggregate; and (2) property damage, \$1,000,000 for each occurrence and aggregate.
- B. *EQUIPMENT INSURANCE.* Insurance shall be maintained on all equipment and facilities, including fixtures, funded in whole or in part under this Agreement to replacement cost. The insurance shall include, at a minimum, insurance against loss or damage beyond the user's control, theft, fire or natural catastrophe. The Cities shall be shown as lien holders on all policies.
- C. *WORKERS' COMPENSATION.* Full Workers' Compensation Insurance and Employer's Liability with limits as required by California law with an insurance carrier satisfactory to the Cities. Such policy shall contain a waiver of subrogation as to the Cities, and the officials, officers, agents, employees and volunteers.

- D. *CABLECASTER'S ERRORS AND OMISSIONS INSURANCE.* Insurance shall be maintained to cover the content of productions which are cablecast on the PEG access channels or other means such as the Internet in, at minimum, the following areas: libel and slander; copyright or trademark infringement; infliction of emotional distress, invasion of privacy; plagiarism; misuse of musical or literary materials. This policy shall not be required to cover individual PEG access producers.
- E. *CITIES AS CO-INSURED OR ADDITIONAL INSURED.* The Cities shall be named as a co-insured or additional insured on all aforementioned insurance policies. The policies shall provide that no cancellation, major change in coverage or expiration may be affected by the insurance company or CMAP without first giving the Cities thirty (30) days written notice prior to the effective date of such cancellation or change in coverage. Any insurance or self-insurance maintained by the Cities, their officers, agents, employees, or volunteers shall be in excess of CMAP's insurance and shall not contribute to it.
- F. *NOTIFICATION OF COVERAGE.* CMAP shall file with the Cities proof of insurance coverage as follows: (1) Comprehensive Liability and Workers' Compensation upon commencement of the employment of the Executive Director; (2) equipment insurance upon the acquisition of any equipment; and (3) cablecaster's errors and omissions insurance. All required insurance coverage shall be maintained by CMAP at all times in accordance with the requirements of this Agreement.

SECTION 10. NON-DISCRIMINATION IN EMPLOYMENT AND SERVICE.

- A. CMAP shall not discriminate against any person, employee or applicant for employment or subcontractor on the basis of race, color, creed, religion, sex, sexual orientation, marital status, ancestry, national origin or physical or mental handicap.
- B. CMAP shall not discriminate in the delivery of services on the basis on race, color, creed, religion, sex, sexual orientation, marital status, ancestry, national origin or physical or mental handicap.

SECTION 11. INDEPENDENT CONTRACTOR. It is understood and agreed that CMAP is an independent contractor and that no relationship of principal/agent or employer/employee exists between the Cities and CMAP. If in the performance of this Agreement any third persons are employed by CMAP, such persons shall be entirely and exclusively under the control, direction and supervision of CMAP. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment shall be determined by CMAP and the Cities shall have no right or authority over such persons or terms of employment. No third party shall be a beneficiary under this Agreement.

SECTION 12. ASSIGNMENT AND SUBLETTING. Neither this Agreement nor any interest herein shall be assigned or transferred by CMAP, except as expressly authorized in writing by the Cities.

SECTION 13. ANNUAL REPORTS. During the second quarter of its fiscal year, CMAP shall submit to the Cities an annual report regarding its activities during the preceding fiscal year. This report shall contain, at a minimum, the following information:

- A. Statistics on programming and services provided;
- B. Current and complete listing of CMAP's Board of Directors;
- C. Year-end financial statements including the previous year's actuals reviewed by an independent certified public accountant.

SECTION 14. RECORDS, FISCAL AUDIT.

- A. CMAP shall maintain all necessary books and records, in accordance with generally accepted accounting principles.
- B. Upon reasonable request from any of the Cities, CMAP shall, at any time during normal business hours, make available all of its records with respect to all matters covered by this Agreement.
- C. CMAP shall prepare (or have prepared) and submit to the Cities a fiscal audit by an outside independent certified public accountant approved by the CMAP Board, at least every three (3) years.

SECTION 15. FUNDING AND OTHER RESOURCES. The Cities agree to make the following funds and resources available to CMAP:

- A. The California Public Utilities Commission has granted to each State Franchisee a franchise to provide video services in the Cities. Pursuant to those State Franchises and City of Gilroy Municipal Code Chapter 24.22, City of Hollister Code Chapter 5.21.070 and City of San Juan Bautista Code Chapter 5-20-1830, each State Franchisee is obligated to provide to the Cities four channels for PEG access purposes. The Cities agrees to permit CMAP to manage that bandwidth/channel capacity for PEG access programming purposes.
- B. Pursuant to those State Franchises and to City of Gilroy Municipal Code Chapter 24.22, City of Hollister Code Chapter 5.21.070 and City of San Juan Bautista Code Chapter 5-20-1830, each State Franchisee is obligated to provide to the City for PEG access purposes three percent (3%) of its gross revenues derived from the provision of video services in the City. The Cities shall direct any State Franchisee to pay said PEG funds to CMAP or shall transfer to CMAP those PEG funds received from the State Franchisees to CMAP no later than thirty (30) days after the City receives the quarterly PEG fee payment from a State Franchisee.
- C. Pursuant to Section 8 of a Settlement Agreement and Release between Charter and each of the Cities individually entered into on or about June 11, 2010, Charter is obligated to provided at no cost to the Cities or CMAP dedicated fiber linkage between CMAP and the Charter headend for transport of PEG signals and connectivity and functionality necessary for PEG access signals to be transmitted from each City Hall as well as the locations of certain educational institutions. The Cities shall authorize CMAP to utilize those links and or connections for the transport of PEG programming.

D. The Cities agrees that they will provide funding to CMAP for the provision of PEG access services described in this Agreement, as follows:

1. Year 2021: 20% of franchise fees received by the Cities from State Franchisees.
2. Year 2022-until end of initial term of this Agreement: 22% of franchise fees received by the Cities from State Franchisees.

These funds shall be disbursed to CMAP on a quarterly basis, upon submission of a written request in accordance with the timeline specified in Section 18 of this Agreement.

E. Upon request by one of more of the Cities, CMAP agrees to provide video productions services and other media services in addition to those listed in this Agreement at the rates described in Appendix 1 to this Agreement.

#### SECTION 16. ANNUAL PLAN AND BUDGET.

A. On or before September 30 of each year in which this Agreement is in effect, CMAP shall provide to the Cities an "Annual Plan and Budget" outlining activities and programs planned for the following fiscal year with funds and other resources provided by the Cities. Such plan shall contain:

1. A statement of the anticipated number of hours of PEG access programming to be cablecast;
2. Training classes to be offered and frequency of classes;
3. Other PEG access activities planned by CMAP; and
4. A detailed operating and capital equipment and facilities budget which shows projected revenues and expenditures for the next fiscal year, planned capital improvements and planned purchases of new or replacement equipment.

SECTION 17. EXPENDITURE OF FUNDS. CMAP shall spend funds received from the Cities solely for the purposes listed in its Annual Plan and Budget and Section 1 (“Scope of Services”) of this Agreement. Funds not expended in the year covered by the Annual Plan and Budget may be carried over by CMAP into succeeding years. Upon termination of this Agreement all funds of any kind received from the Cities and not expended by CMAP shall be returned to the Cities, in proportion to the amounts previously provided by the Cities. All such returned funds shall be used by the Cities for PEG access purposes. CMAP shall provide for such fiscal control and accounting procedures as are necessary to assure proper disbursement and accounting for funds received from the Cities.

SECTION 18. RECEIPT OF APPROVED FUNDING. For each year in which CMAP has submitted the Annual Plan and Budget to the Cities as required under Section 16 of this Agreement, the Cities shall make quarterly payments to CMAP. Those payments shall be made on or before March 15, June 15, September 15, and December 15<sup>1</sup>. The amounts paid to CMAP by these Cities shall be calculated as specified in Section 15.D of this Agreement. If any payment to CMAP required by this Agreement is not received by CMAP on or before the date fixed above, the City shall pay interest thereon, from the due date to the date paid, at a rate of one percent (1%) per month.

SECTION 19. FUNDING FROM OTHER SOURCES. CMAP may, during the course of this Agreement, receive supplemental funds from other sources, including but not limited to fundraising activities.

SECTION 20. TERM OF AGREEMENT. This Agreement shall be for a period of five (5) years commencing on January 1, 2021 and ending on December 31, 2025 unless terminated earlier, as provided for in this Agreement. This Agreement may be extended, by mutual agreement of the Cities and CMAP, in writing, for additional periods of five (5) years each in accordance with Section 22 of this Agreement.

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<sup>1</sup> Due dates calculated at 30 days after PEG access and franchise fee payments from Video Franchisee are due to the cities pursuant to State Law.

SECTION 21. TERMINATION OF AGREEMENT: TRANSFER OF ASSETS.

- A. The Cities shall have the right upon one hundred twenty (120) days written notice to CMAP to terminate this Agreement for:
  - 1. Breach of any provision of this Agreement by CMAP;
  - 2. Malfeasance, misfeasance, misappropriation of funds; or
  - 3. Loss of 501(c)(3) status by CMAP.
- B. The written contract violation notice provided by the Cities shall cite the specific section of this Agreement which the Cities believe CMAP to have breached and provide sufficient detail to permit CMAP to clearly understand the nature of the cure request by the Cities.
- C. CMAP may avoid termination by curing any such breach to the satisfaction of the Cities within one hundred twenty (120) days of notification or within a time frame agreed to by the Cities and CMAP. If the nature of the default is such that more than one hundred twenty (120) days are reasonably required for its cure, then CMAP shall not be deemed to be in default if it has commenced a cure within the one hundred twenty (120) day period and thereafter diligently proceeds with such cure to completion within the time period reasonably established by the Cities.
- D. The Cities may also terminate this Agreement at the expiration of its term, or any extension thereof.
- E. Upon termination of this Agreement, CMAP shall immediately transfer to the Cities all equipment, real property, fixtures, contracts, leases, deposit accounts or other assets received by or purchased by CMAP with funds received pursuant to this Agreement to such organization or organizations designated by the Cities to manage PEG access, which shall at the time qualify as a tax exempt organizations(s) under Section 501(c)(3) of the Internal Revenue Code (or the corresponding provisions of any superseding law).

SECTION 22. EXTENSION OF AGREEMENT. This Agreement may be renewed or extended for additional periods of five (5) years upon the Cities approval of a written request by CMAP filed with the Cities at least one hundred and twenty days (120) before the expiration of the initial term of this agreement provided that CMAP is in compliance with the terms of this Agreement. CMAP shall be deemed in compliance with this Agreement unless the Cities provide CMAP with a notice of violation and such violations is not timely cured

SECTION 23. TIME. Time is of the essence in this Agreement and for the performance of all covenants and conditions of this Agreement.

SECTION 24. COOPERATION. Each party agrees to execute all documents and do all things necessary and appropriate to carry out the provisions of this Agreement.

SECTION 25. APPLICABLE LAW. This Agreement shall be interpreted and enforced under the laws of the State of California.

SECTION 26. NOTICES. All notices and other communications to be given by either party may be given in writing, depositing the same in the United States mail, postage prepaid and addressed to the appropriate party as follows:

To the City of Gilroy:

City Administrator  
7351 Rosanna Street  
Gilroy, CA 95020

To the City of Hollister:

City Manager  
375 Fifth Street  
Hollister, CA 95023

To the City of San Juan Bautista:

City Manager  
311 Second Street  
P.O. Box 1420  
San Juan Bautista, CA 95045

To CMAP:

Executive Director  
7500 Monterey Road  
P.O. Box 1822  
Gilroy, CA 95021

Any party may change its address by written notice to the other parties at any time.

SECTION 27. SEVERABILITY.

If any term, provision, covenant or condition of this Agreement shall be determined to be invalid, void, or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be affected to the extent the remaining provision are not rendered impractical to perform taking into consideration the purposes of this Agreement.

SECTION 28. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

SECTION 29. ENTIRE AGREEMENT. This Agreement is the entire agreement of the parties and supersedes all prior negotiations and agreements whether written or oral. This Agreement may be amended only by written agreement and no purported oral amendment to this Agreement shall be valid.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

CITY OF GILROY, a municipal corporation

By: \_\_\_\_\_

Date: \_\_\_\_\_

CITY OF HOLLISTER, a municipal corporation

By: \_\_\_\_\_

Date: \_\_\_\_\_

CITY OF SAN JUAN BAUTISTA, a municipal corporation

By: \_\_\_\_\_

Date: \_\_\_\_\_

COMMUNITY MEDIA ACCESS PARTNERSHIP OF SOUTHERN SANTA CLARA AND SAN BENITO COUNTIES, a nonprofit corporation

By: \_\_\_\_\_

Date: \_\_\_\_\_

# EXHIBIT A

## CMAP Fiscal Year 2020/21 Enhanced Government Services Rate Sheet Schedule

CMAP shall charge according to the following schedule of rates for performing the following services related to government programming. All rates are subject to annual cost of living increases and/or PEG funding uncertainty.

*Doc. Date: July 2020. This document will be updated annually with the CMAP Annual Plan and Budget*

### GOVERNMENT MEETING SERVICES

#### Council Chamber Meeting Coverage

Meeting coverage in addition to that outlined in Section 2: A. of this agreement **\$85 per hour**

#### Equipment Maintenance/Expansion of Government Installations

CMAP provides routine inspection, maintenance, troubleshooting, and repairs of CMAP-installed equipment in city facilities. Governments may also request new functionality that requires installation of additional equipment. **\$100 per hour**

### ADDITIONAL OFF-SITE VIDEO SERVICES (provided with field equipment by CMAP staff)

#### Single Camera Field Production

Includes operator, professional camera and mic. This provides adequate coverage for off-site meetings, workshops and other public events. **\$250** (up to 3 hours)  
**\$400** (3-5 hours)  
**\$500** (5-7 hours)

#### 3-Camera Switched Field Production

Includes TriCaster switcher, 3 person crew, live or post-produced graphics, web archive or DVD. **\$1,000** (up to 3 hours)  
**\$200** (each additional hour)

#### Audio Support/PA in the Field

Includes mixer, multiple mics, public address system, and one operator. **\$500** (up to 3 hours)  
**\$100** (each additional hour)

#### Editing/Post Production/Graphics

Video field work typically requires that video material be edited and have graphics edited before being cablecast and web streamed/archived. This provides that basic service. Depending on the production and quality desired, extended hours of editing may be required. Estimates are provided prior to start of work. **\$85 per hour**

#### Live Web Streaming

CMAP can provide live web streaming of any field production. Requires an adequate internet connection on location. CMAP can also provide a simple embed code to place the streaming video on a government web site. **\$100 per event**

#### Live Cablecast/Web Stream

Same as above but with live cablecast to Charter/AT&T cable channels. **\$150 per event**

### IN-HOUSE PRODUCTIONS AT CMAP STUDIO

#### Studio Production

Includes two CMAP crew members for technical production. **\$100 per hour**

#### Studio Show Producer

Responsible for show production, crew coordination, graphics, etc. **\$150 per 30-60 minute program**

#### DVD Creation

Includes DVD menus and cover. **\$75 per master**  
**\$10 per copy**