

**AGREEMENT BETWEEN RAMSEY COUNTY AND THE CITY OF SAINT PAUL
FOR RECORDING, CABLECASTING AND WEBSTREAMING SERVICES
OF RAMSEY COUNTY MEETINGS**

This Agreement is between Ramsey County, a political subdivision of the State of Minnesota (hereinafter “County”), by the Ramsey County Department of Property Management, and the City of Saint Paul, a political subdivision of the State of Minnesota (hereinafter “City”), by the Saint Paul Office of Technology and Communications.

WHEREAS, since April 1, 1995, by written agreements between the City and the County, meetings of the Board of Ramsey County Commissioners (“County Board”) and of County Board committee meetings in the Council Chambers have been recorded and cablecast live on Saint Paul cable television by the City’s Office of Technology and Communications; and

WHEREAS, the most recent Agreement between the City and County to continue this relationship was adopted for a four-year period between January 1, 2007 to December 31, 2010; and

WHEREAS, effective August 7, 2007 the City and County amended this current four-year agreement by adopting a Supplement Agreement for the City to provide the abilities and services to webstream these same County meetings, and

WHEREAS, the four-year agreement will expire December 31, 2010, the County Board wishes to continue to have the City record, cablecast and webstream Ramsey County meetings, and

WHEREAS, the City has agreed to provide these services, pursuant to the terms of this Agreement;

NOW, THEREFORE, the County and the City agree as follows:

I. SCOPE OF CITY SERVICES

The City shall:

- A. Record and cablecast live on the City of Saint Paul’s government access channel (currently channel 18), the County Board meetings, meetings of County Board committees, and other County meetings in the Council Chambers, all in accordance with the City’s Office of Technology and Communications standards and procedures for recording and cablecasting meetings of the Saint Paul City Council.
- B. The City shall provide through its contract with Granicus, and through utilization of the City’s Office of Technology and Communications, live and recorded webstreaming and indexing of County meetings, for those meetings that are televised on the City’s government access channel (City Channel 18), and as determined by the County, both to the public and to County’s local area network

- C. Provide the County with administrative oversight of technicians and staff involved in the cablecasts and graphics consultations, not to exceed four hours per month unless previously approved by the County's Director of Property Management.
- D. Furnish all labor necessary to perform the services set forth in this Agreement. The City shall utilize CHCH equipment and/or City-owned equipment for the Recording and cablecasting services, and shall furnish up to two technicians as required for each meeting that is recorded.
- E. The City will provide access to, and/or a copy of, all recorded Ramsey County meetings in an agreed to format as technology and resources dictate.
- F. Replace bulbs and other lighting supplies in the Council Chambers used for cablecasting of the meetings and maintain the City-owned equipment ("City-Owned Equipment").
- G. Maintain a Capital Replacement Fund (hereinafter "Fund") for replacement of the City-Owned Equipment. The City and the County shall each contribute 50% of the annual amount placed in the Fund. The City shall manage the Fund and shall report to the County the amounts of both City and County contributions and expenditures made from the Fund. It is understood and agreed to by the parties that the County's contributions to the Fund in no way give the County an ownership or property interest in the City-Owned Equipment.

II. COUNTY RESPONSIBILITIES

The County shall:

- A. Provide the City, two days in advance of a meeting to be recorded, an electronic copy of the agenda for the meeting.
- B. Provide the City with all video media as technology dictates, needed by the City to record meetings under this Agreement.

III. COMPENSATION/PAYMENT

- A. The County shall pay the City for ongoing services as follows:
 - 1. for technician time for pre-telecast room set-up, recording and playback editing services: at staff's actual hourly rate plus 35 % for overhead and benefits.
 - 2. for administrative oversight/graphics consultation: at the rate of \$37.25 per hour.
 - 3. for cablecasting of both live and previously recorded County meetings and programs on the City's government access channel, the County Board meetings and County Board committee meetings, which take place on the first through the fourth Tuesdays of each month between 8:30 AM - 5:00 PM, and other County meetings in the Council Chambers: at the rate of \$300.00 per month.

4. for annual and regular maintenance of the City-Owned Equipment and the replacement of lighting bulbs and supplies in the Council Chambers used for cablecasting of the meetings: \$625 per quarter, or \$2,500 annually.
 5. In addition, on an on-going basis the County will pay to the City:
 - a. An annual fee of \$2,000, payable on a pro-rated quarterly basis, as the County's share of the City's costs for the purchase, maintenance, and services of the City's webstreaming equipment; and
 - b. A monthly fee of \$900, payable on a pro-rata quarterly basis, as the County's share of the monthly fee for webstreaming services from Granicus.
- B. In 2011, the City will oversee, with input from the County, replacement and upgrade of the technologies in the council chambers that are required to fulfill the obligations of their previous broadcasting agreement. As part of this project, the consulting firm will provide recommendations on a total annual amount required to be invested by the City and County to ensure there are adequate funds necessary to provide the proper funding for future upgrades and/or equipment replacement, repair and maintenance through the year 2020. The City and County agree to consider the consulting firm's recommendations and amend this agreement, if determined necessary, to meet the long term equipment and telecasting needs and services for the council chambers. Until such time the City and the County shall each continue to make contributions to the Fund, as identified in Section I.G. herein, as follows: \$32,000 for each year during the duration of this agreement for a total combined annual contribution of \$64,000 per year, for a total of \$320,000 over the Term of this Agreement.
- C. The City shall submit an invoice to the County on a quarterly basis, including the dates and hours of services for the previous quarter, for ongoing services. The City will include on each invoice, a one-quarter share of the County's agreed-upon Contribution pursuant to Section III.A-B.
- D. The County shall pay uncontested amounts to the City within thirty-five (35) days of receipt of an invoice.
- E. Payment of interest on late payments and good faith disputes regarding invoices shall be governed by the provision of Minn. Stat. § 471.425.

IV. TERM

- A. The term of this Agreement is for the five-year period from January 1, 2011, through December 31, 2015. It is the intention of the parties that this Agreement shall be ongoing, and therefore the parties agree to meet by no later than September 1, 2015 to negotiate the terms of a similar agreement so that services may be continued without interruption.

- B. The parties acknowledge and agree that upgrades in technology and equipment capacity are ongoing in the market, and that, from time to time, such upgrades may be necessary and/or beneficial to the parties. It is agreed, therefore, that either party may request that this Agreement be reopened for negotiations related to the addition of technological and/or equipment upgrades of the City-Owned Equipment as identified in the 2011 vendor consultant's recommendations, and/or, by any other mutually agreed to methodology and that the other party will cooperate in discussion and negotiation thereof.
- C. Either party may terminate this agreement with or without cause upon sixty (60) days' written notice to the other party. Upon termination, the City shall be entitled to payment for services provided in accordance with the terms of this Agreement through the date of termination.

V. GENERAL TERMS AND CONDITIONS

A. Indemnification

The County and the City each agree to defend, indemnify and hold harmless the other, its officials, employees, and agents, from any and all liability, loss or damage it may suffer as a result of claims, demands, judgments, or costs, including reasonable attorney's fees, arising out of or related to the indemnifying party's performance of this Agreement. Any liability shall be governed by the terms of Minnesota Statutes Chapter 466 and all laws applicable and related thereto.

B. Alterations

Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when reduced to writing and signed by both parties.

C. Insurance

Each party shall be responsible for obtaining and maintaining, either through commercial insurance or a program of self-insurance, property coverage, commercial general liability coverage, workers compensation, and such other insurance as will protect from claims which may arise out of or result from performance of the party under the terms of this Agreement.

D. Entire Agreement

This Agreement shall constitute the entire agreement between the parties and shall supersede all prior oral or written negotiations.

WHEREAS, the parties have executed this Agreement on the last date shown below.

RAMSEY COUNTY

By: _____
Victoria Reinhardt Chair
Board of County Commissioners

Date: _____

By: _____
Bonnie Jackelen, Chief Clerk
Board of County Commissioners

Approved as to form:

Karen Kushner, Assistant County Attorney

Approval Recommended:

Julio Mangine, Director
Department of Property Management

Funds Available: _____

Kay Moon, Budgeting and Accounting

CITY OF ST. PAUL

By: _____
Margaret Kelly, Director
Office of Finance Services

Date: _____

By: _____
Mike Reardon, Cable Communications
Officer, Office of Technology and
Communications

Approved as to form:

Lisa L. Veith, Assistant City Attorney