

## SACRAMENTO METROPOLITAN



Cable  
**CTC** Television  
 Commission

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ROBERT E. SMITH  
 EXECUTIVE DIRECTOR

April 25, 1984

For Commission Meeting of:  
May 3, 1984

To: Sacramento Metropolitan Cable Television Commission

From: Bob Smith, Executive Director

Subject: APPROVAL OF FUNDING FOR VIDEOTAPE

Staff is preparing a video documentary on the cable franchising process in Sacramento. This documentary will cover the period from development of the Ordinance through the award of the franchise to Cablevision of Sacramento. It will include interviews with all members of the Commission and highlight the involvement of local government in ensuring a responsible cable franchise process.

Cosumnes River College assisted in videotaping the cable hearings. However, the equipment at Cosumnes is not sufficient to complete the project. Therefore, staff is requesting \$5,000 to pay for the cost of renting video equipment, supplies, and for payment of copyright clearances to local broadcast stations for use of their news footage. There are sufficient funds within the current budget for Other Professional Services to allocate for this expenditure.

Staff has released an Invitation For Bids to local video rental businesses and expects to receive competitive bids on Friday, April 27th. We will select the vendor who submits the lowest, responsible bid and recommend approval of the attached contract at your May 3rd meeting.

Therefore, it is recommended that you:

- (1) Approve a \$5,000 expenditure from the 1983/84 budget to produce the videotape documentary.
- (2) Authorize the Chairman to execute a Video Equipment Rental Contract with the lowest, responsible bidder.

A handwritten signature in black ink that reads "Bob Smith". The signature is written in a cursive, flowing style.

BOB SMITH, Executive Director  
 Sacramento Metropolitan Cable  
 Television Commission

RES:ab

Attachment

84-021

CONTRACT FOR VIDEO EQUIPMENT RENTAL

WITH

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THIS AGREEMENT, made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 1984, by and between the SACRAMENTO METROPOLITAN CABLE TELEVISION COMMISSION, a Joint Powers Agency of the State of California, hereinafter called and referred to as "Commission", and \_\_\_\_\_ hereinafter called and referred to as "Contractor".

IT IS MUTUALLY AGREED, as follows:

1. SCOPE OF SERVICES

The Commission hereby engages the Contractor and Contractor agrees to provide video equipment rental as set forth in Contractor's Proposal dated \_\_\_\_\_ and attached hereto as Exhibit "A" and by this reference made a part hereof.

2. TIME OF PERFORMANCE

The services of the Contractor shall commence upon execution of this Agreement and shall be undertaken and completed in a timely manner, as follows:

- (a) No later than seven (7) working days after request by the Commission, Contractor shall provide such equipment in good, working order as requested by the Commission and specified in Exhibit A attached hereto. Such equipment shall be provided for the amount of time requested by the Commission.
- (b) Contractor's obligations under this paragraph shall terminate on and after \_\_\_\_\_, 19\_\_.

3. COMPENSATION

- (a) The Commission shall compensate Contractor for providing rental equipment at a cost not to exceed \_\_\_\_\_ Dollars, unless the contract is first approved and modified in writing. Actual compensation shall be based on actual amount of time the Commission has rented the equipment and shall be based on the bid price schedule attached hereto as Exhibit "A".
- (b) The compensation owing under this agreement shall be payable on a calendar monthly basis, pursuant to written statements of charges itemizing the hours of equipment rental charges filed with the Executive Director not later than the fifteenth day of each month for the preceding calendar month. In each monthly statement, costs shall be separately identified and totaled for Portable Production Package and Editing Package.

4. PERSONNEL

The Contractor represents that it has or will secure at its own expense all personnel required in providing the equipment rental, provided such personnel are included in Contractor's proposal, Exhibit "A". Such personnel shall not be employees or have any contractual relationship with the Commission and all compensation paid to them for providing such services shall be paid by Contractor.

5. SUBCONTRACTORS

The Contractor shall not execute an agreement with any subcontractor to provide any of the equipment specified in this contract unless Contractor has received prior written approval of such agreement or permission from the Commission.

6. INSURANCE

At the time of execution of this Agreement, the Contractor shall furnish the Commission with evidence showing that public liability insurance is in force in an amount adequate to protect the Commission and that such insurance will cover all operations of this contract.

7. RISK OF LOSS/INDEMNIFICATION OF COMMISSION

The Commission, its officers, employees and agents shall not be liable for any damage, theft or loss of the video equipment while said equipment is in the possession or use of the Commission pursuant to the terms of this Agreement. The Contractor shall indemnify, defend and save harmless the Commission, the City of Sacramento, the County of Sacramento, its members, officer, agents, and employees from liability for any injury or damages to persons or property resulting from his/her prosecution of work or services under this contract.

8. CHANGES

The Commission may, at any time, by written order, make changes in the general scope of this Agreement. If any change causes an increase or decrease in the estimate cost, as defined by Section 3 of this Agreement, an equitable adjustment shall be mutually agreed to in WRITING by the Commission and the Contractor and this Agreement shall be modified in WRITING by amendments to reflect the change.

9. TERMINATION OF CONTRACT FOR CAUSE

If the Contractor fails to fulfill in timely and proper manner its obligations under this Contract, or violates any of the covenants, agreements or stipulation of this contract, the Commission shall have the right to terminate this contract by giving written notice to the Contractor of such termination.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the day, month and year first above stated.

SACRAMENTO METROPOLITAN CABLE TELEVISION  
COMMISSION, a Joint Powers Agency of the  
State of California

By: \_\_\_\_\_  
Chairman, Sacramento Metropolitan  
Cable Television Commission

"Commission"

CONTRACTOR:

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

"Contractor"

APPROVED AS TO FORM:

\_\_\_\_\_  
Commission Counsel