

**AGREEMENT BETWEEN THE CITY OF SANTA ROSA
AND SANTA ROSA COMMUNITY MEDIA ACCESS CENTER, INC.**

This "Agreement" is made this 14th day of January 2014, by and between the City of Santa Rosa, a municipal corporation ("City"), and Santa Rosa Community Media Access Center, Inc., dba CMedia, a California nonprofit corporation ("CMedia").

RECITALS

- A. The State of California enacted the Digital Infrastructure and Video Competition Act of 2006 ("DIVCA"), effective January 1, 2007, Public Utilities Code sections 5800 et seq., which reserved to the State the exclusive right to issue franchises for video service providers.
- B. On August 26, 2008, the City enacted Title 3 Chapter 3-50 of the Santa Rosa City Code entitled ("DIVCA Ordinance") for the purpose of implementing relevant provisions of DIVCA and the rules of the California Public Utilities Commission promulgated thereunder.
- C. AT&T, Comcast, and Sonic.net ("Companies") each hold State franchises to provide video services in the City of Santa Rosa ("DIVCA Franchisees") pursuant to DIVCA.
- D. Under DIVCA, the DIVCA Franchisees must provide public, educational, and governmental ("PEG") access channels and the City may establish a fee to support PEG channel facilities consistent with federal law. The City has established a PEG support fee of 1% of gross revenues, payable to the City. Under federal law, PEG fees may be used for capital expenses associated with the construction of PEG access facilities, which may include equipment, but not training, staff time or other operations costs. (Alliance for Community Media v. FCC 529 F.3d 763 (6th Cir. 2008).
- E. The City entered into an agreement with CMedia on April 16, 1996 ("1996 Agreement"), providing for the operation of PEG access channels and the management of a community media center by CMedia in exchange for funding by City. On April 16, 2001 and September 30, 2006, the parties extended this agreement for two additional five year terms, to end on June 30, 2011. On June 28, 2011, September 27, 2011, and December 13, 2011, the parties further amended the agreement to extend the term to end on March 31, 2012. On September 10, 2013, the parties further amended the agreement to extend the term to end March 31, 2014. The parties intend that the 1996 Agreement, as amended, will terminate upon the effective date of this Agreement.
- F. Pursuant to Section 16 of the 1996 Agreement, all funds of any kind received from City and not expended by CMedia must be returned to City upon termination of the 1996 Agreement. The parties intend that upon an accounting of these funds acceptable to the City, all or some of the funds may remain with CMedia under this Agreement.
- G. On May 14, 1996, the City and the Santa Rosa School District entered into an agreement

("District Agreement"), permitting the City to use a portion of the Santa Rosa High School campus ("Property") to operate and manage a community media center and to sublet the Property to a nonprofit entity to manage the center. City will enter into a zero base rent, co-terminus sublease of the Property with CMedia upon the effective date of this Agreement.

- H. On July 1, 2010, the City and CMedia entered into a five (5) year equipment lease in which City leased to CMedia the media equipment that CMedia will use in its performance of services under this Agreement. The parties intend to revise the equipment lease to clarify that the equipment leased to CMedia by City will be returned to City at the expiration or termination of the equipment lease and all equipment purchased by CMedia with funds provided to CMedia by City will be owned by City at the expiration or termination of this Agreement.
- I. City desires to retain CMedia to operate a community media center for use by the Santa Rosa community, to broadcast public, educational, governmental programming, and operate PEG access channels on Companies' networks, and CMedia agrees to provide these services.

NOW, THEREFORE, City and CMedia agree as follows:

Section 1. Scope of Services. In consideration for the funding provided by City to CMedia pursuant to this Agreement, CMedia shall provide the following services.

General Management:

- A. Access. Provide access to equipment, facilities, channels, and services provided hereunder to the City, non-profit organizations, and any resident of the City for non-commercial programming purposes, giving priority access to the City and thereafter to non-profits and residents on a first-come, first-served non-discriminatory basis, pursuant to operating rules promulgated by CMedia.
- B. Maintain Operating Policies and Procedures. Maintain policies and guidelines for the use and operation of the access equipment, facilities, and channels, and make modifications as necessary and file such rules and guidelines with the City.
- C. Compliance with Laws, Rules and Regulations. Manage the PEG access channels and facilities in compliance with applicable laws, rules, regulations and the District Agreement.
- D. Maintenance of Equipment. Provide regular maintenance and repair of all equipment purchased with monies received pursuant to this Agreement and/or donated or leased to CMedia by City.

PEG Core Services:

- A. Government Production and Programming Services. Government production and programming services (which includes full responsibility for planning, coordination, communication and working with the Recording Secretary) shall be provided to the City as follows:
1. Complete, live coverage from Council Chambers or the Utilities Field Operations Building of all:
 - a. Santa Rosa City Council meetings
 - b. Planning Commission meetings
 - c. Board of Public Utilities meetings.
 2. Complete, live coverage of 12 additional meetings per year from Council Chambers or the Utilities Field Operations Building as designated by City.
 3. Complete, live coverage of any other City Board, Commission, or Committee meeting at rates listed in Exhibit A.
- B. Operate PEG Access Channels. Provide public/community programming and a minimum of three (3) PEG channels which shall contain at a minimum eight (8) hours per day of non-duplicative (original), local public, educational and governmental program content. CMedia shall manage, coordinate, and assist those requesting PEG access on a nondiscriminatory basis. CMedia, may, in its discretion, operate one (1) additional PEG channel.
- C. Operate a Community Media Access Center. Manage a minimum of one (1) production facility which shall be available for public use at such reasonable hours and times as are determined by CMedia to maximize user access. Access to equipment and facilities shall be open to all those who satisfactorily complete training class(es) provided by CMedia or who receive a certification from CMedia identifying such user(s) as having satisfied training requirements through means other than CMedia training classes.
- D. Santa Rosa School District Use of Community Media Access Center. As provided in the District Agreement, CMedia shall permit School District staff to use CMedia facility not less than 18 hours of each 40 hour week for the purpose of student instruction. School District staff shall be responsible for the supervision of students while they are using the studio and other facilities pursuant to this Agreement.
- E. Training. Train City residents, City employees, and Santa Rosa School District employees during normal business hours established by CMedia in the techniques of video production, and provide technical advice regarding the video production.
- F. Playback/Cablecast. Provide for the playback and replay of programs on a minimum of three (3) PEG channels. CMedia shall cablecast a minimum of eight (8) hours of non-duplicative (original) local programming per day on three activated PEG channels. Channel playback and

management includes, but is not limited to, scheduling digital file encoding engineering and signal transport maintenance. Playback/Cablecast on one (1) additional PEG channel is at the sole discretion of CMedia.

G. Closed Captioning, ADA Compliance. At its sole cost, CMedia shall include closed captioning in English only in cablecasts of all Council, Planning Commission and Board of Public Utilities meetings. CMedia shall also provide all services and programming under this Agreement in conformance with title 28, Part 35 of the Code of Federal Regulations, 28 C.F.R. §§ 35.130, et seq., and the accessibility standards set forth in Section 508 of the Rehabilitation Act of 1973, as amended. Section 508 standards are viewable at <http://access-board.gov/sec508/standards.htm>.

Additional Media Services:

- A. Upon request from the City or any department or agency thereof, CMedia shall offer low cost production and program services, including video programs at the rates delineated in Exhibit A to this Agreement.
- B. Upon request from the City or any department or agency thereof, CMedia shall offer an array of agency-style services as delineated in Exhibit B.

Section 2. Channels Open to Public. CMedia shall keep the three (3) access channels open to all potential users regardless of their viewpoints, subject to FCC regulations, the Cable Communication Policy Act of 1984, as amended, and other applicable laws. Neither City, nor Companies, nor CMedia shall have the authority to control the content of programming placed on the public access channels so long as such programming is lawful. Nothing herein shall prevent CMedia, the City, or Companies from producing or sponsoring programming, prevent the City or the Companies from underwriting programming, or prevent the City, Companies, or CMedia 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 channels. CMedia may promulgate and enforce policies and procedures which are designed to promote local use of the PEG channels and make the programming accessible to the viewing public, consistent with such time, manner, and place regulations as are appropriate to provide for and promote use of access channels, equipment and facilities.

Section 3. Indemnification. CMedia shall indemnify, defend, and hold harmless City, its officers, agents, 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 act or omission of CMedia its officers, employees, agents or subcontractors arising out of or resulting from the performance of this Agreement or 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 CMedia use of channels, funds, equipment, facilities or staff granted under this Agreement or franchise agreement. The provisions of this Section 3 shall survive any expiration or termination of this Agreement.

Section 4. Copyright Clearance. Before cablecasting video transmissions, CMedia shall require all users to agree in writing that they shall make all appropriate arrangements to obtain all rights to all material cablecast 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 its or their program material over CMedia authorized channels. CMedia shall maintain for the applicable statute of limitations for City's inspection, upon reasonable notice by City and for the term of the applicable statute of limitations, copies of all such user agreements.

Section 5. Copyright and Ownership. CMedia shall own the copyright of any programs which it may choose from time to time to produce. Copyright of programming produced by the public shall be held by such person(s) who produce such programming. Copyright of programming produced by the City or on behalf of the City shall be exclusively held and owned by the City.

Section 6. Distribution Rights.

- A. CMedia 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 other distribution (beyond distribution on channels authorized by this Agreement), so long as such other distribution is consistent with the rules and procedures governing such which shall be promulgated by the CMedia and filed with the City.
- B. At least at the beginning and end of each day that video programming is cablecast on the channels whose use is authorized by this Agreement, CMedia shall display a credit stating "Partial funding for the operation of this channel is provided by the City of Santa Rosa." Such credit shall also state that opinions expressed in programming on the channel(s) are the sole responsibility of the program producers.

Section 7. Equipment and Facilities.

- A. At its own cost and expense, CMedia shall keep in good condition, and maintain and repair all equipment and facilities owned, leased, or purchased with funds provided pursuant to this Agreement.
- B. CMedia shall own all equipment and facilities acquired by it and purchased with funds received pursuant to this Agreement, except that upon termination or expiration of this Agreement all such equipment or facilities purchased with funds received pursuant to this Agreement shall become the property of City.
- C. Upon the expiration or the termination of this Agreement, CMedia shall, subject to the

approval of City, transfer all assets of CMedia representing City leased or funded equipment and facilities, and/or the proceeds of either to the City, or at the City's option, to such organization or organizations designated by the City to manage PEG access, which shall at the time qualify as a tax exempt organization under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (or the corresponding provisions of any future United States Internal Revenue Law).

Section 8. Insurance. At its sole cost, CMedia shall maintain in full force and effect at all times during the term of this Agreement insurance as required by this Section 8.

- A. Liability and Property Damage Insurance. Commercial General liability and property damage insurance, including contractual liability coverage, of no less than \$1 million per occurrence on the account of bodily or personal injuries, including death, or on account of property damage, arising from, or caused, directly or indirectly, from the performance of this Agreement. This insurance shall be a per occurrence policy. The City, its officers, agents, volunteers and employees shall be named as additional insureds by endorsement to the liability policy. For any claims related to this Agreement, CMedia's insurance shall be primary and the policies shall contain by endorsement a cross liability clause. Any insurance or self-insurance maintained by the City shall be in excess of the CMedia's insurance and shall not contribute with it.
- B. Property and/or Equipment Insurance. Insurance shall be maintained on all equipment and facilities, including fixtures, funded in whole or in part under this Agreement, for replacement cost. The insurance shall include, at a minimum, insurance against loss or damage beyond the user's control, theft, fire and natural catastrophe. City shall be named as Loss Payee as its interests may appear on such policies.
- C. Workers' Compensation Insurance. Workers' compensation insurance as required by the State of California, with Statutory Limits and Employer's Liability Insurance with limit of no less than \$ 1 million per accident for bodily injury or disease. CMedia hereby grants to City a waiver of any right to subrogation which any insurer may acquire against the City by virtue of the payment of any loss under such insurance. This provision applies regardless of whether or not CMedia has received a waiver of subrogation endorsement from the insurer.
- D. Broadcaster's Errors and Omissions Insurance. Insurance shall be maintained to cover the content of productions which are cablecast on the access channel in, at a minimum, the following areas: libel and slander, copyright and 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 access producers.
- E. Business Automobile Insurance. Business automobile liability insurance in the amount of no less than \$1 million per accident for bodily injury and property damage.
- F. Verification of Coverage. CMedia shall furnish City with original certificates and endorsements effecting coverage required above. The certificates shall state that the

insurance evidenced thereby may not be terminated without 30 days prior written notice thereof being received by City. Certificates and endorsements shall make reference to policy numbers. All certificates and endorsements are to be received and approved by the City before the City executes this Agreement and must be in effect for the duration of this Agreement. City reserves the right to require complete copies of all required policies and endorsements.

- G. Modification. The City reserves the right to modify these insurance requirements at any time, including amounts, based on the nature of the risk, prior experience, insurer, coverage or other special circumstances.

FAILURE TO COMPLY WITH THE INSURANCE REQUIREMENTS OF THIS SECTION 8 WILL WARRANT A DELAY IN PAYMENTS TO CMEDIA.

Section 9. Non-Discrimination, Compliance with Laws.

- A. Non-Discrimination. CMedia shall not discriminate against any person or in the delivery of services on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.
- B. Compliance with Laws. CMedia shall perform all services described herein in compliance with all applicable federal, state and local laws, rules, regulations, and ordinances, including but not limited to, the Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.) (“ADA”), and any regulations and guidelines issued pursuant to the ADA.

Section 10. Independent Contractor.

- A. It is understood and agreed that CMedia (including CMedia’s employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither CMedia nor CMedia’s assigned personnel shall be entitled to any benefits payable to employees of City. City is not required to make any deductions or withholdings from the compensation payable to CMedia under the provisions of this Agreement, and CMedia shall be issued a Form 1099 for its services hereunder. As an independent contractor, CMedia hereby agrees to indemnify and hold City harmless from any and all claims that may be made against City based upon any contention by any of CMedia’s employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefore exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any services under this Agreement.
- B. It is further understood and agreed by the parties hereto that CMedia, in the performance of CMedia’s obligations hereunder, is subject to the control and direction of City as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by CMedia for accomplishing

such results. To the extent that CMedia obtains permission to, and does, use City facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the CMedia's sole discretion based on the CMedia's determination that such use will promote CMedia's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the City does not require that CMedia use City facilities, equipment or support services or work in City locations in the performance of this Agreement.

- C. If, in the performance of this Agreement, any third persons are employed by CMedia, such persons shall be entirely and exclusively under the direction, supervision, and control of CMedia. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CMedia. It is further understood and agreed that CMedia shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of CMedia's assigned personnel and subcontractors.
- D. The provisions of this Section 10 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between City and CMedia. CMedia may represent, perform services for, or be employed by such additional persons, local governments, or companies as CMedia sees fit.

Section 11. Assignment and Subletting. Neither this Agreement nor any interest herein shall be assigned or transferred by CMedia, except as expressly authorized in writing by City.

Section 12. CMedia Reporting Obligations/Fiscal Audit. CMedia shall submit to City:

- A. On or before September 30, an annual report for CMedia for the fiscal year ending June 30, which shall include, at a minimum, the following information:
 - 1. Statistics on programming and services provided;
 - 2. Current and complete listing of CMedia's Board of Directors; and
 - 3. Year-end financial statements audited by an independent certified public accountant.
- B. CMedia shall maintain all necessary books and records in accordance with generally accepted accounting principles.
- C. Upon reasonable request from City, CMedia shall, at any time during normal business hours, make available all of its records with respect to all matters covered by this Agreement.

Section 13. Funding from City.

- A. Pursuant to DIVCA Ordinance section 3-50.070, the Companies each have an obligation to provide to the City a PEG support fee in the amount of one percent (1%) of their gross revenues. These funds will be held by the City in a special fund, designated "Cable Public, Educational, and Government (PEG) Support Fund." Annually CMedia shall submit to City a detailed proposal of capital equipment requirements for the upcoming year for City's review and consideration. At City's sole discretion, PEG support fee funding will be provided to

CMedia up to a maximum of amount of \$150,000 per year for the purchase of capital equipment by CMedia, provided that such purchases have been approved by the City Manager or the City Manager's designee in writing in advance.

- B. City shall provide to CMedia operating funds to be used by CMedia for the provision of the services described in Section 1. City shall provide to CMedia the operating funds in quarterly installments at the beginning of each quarter as follows:

First Year of Agreement	\$360,000 (\$90,000 quarterly)
Second Year of Agreement	\$275,000 (\$68,750 quarterly)
Subsequent Years through the Term of Agreement	\$200,000 (\$50,000 quarterly)

- C. Upon the expiration or termination of this Agreement, CMedia shall promptly return to City all funds of any kind received from City under this Agreement and not expended by CMedia.

Section 14. Annual Plan and Budget.

- A. As used herein, the fiscal year begins on July 1 and ends on June 30.
- B. On or before April 1, CMedia shall provide to City an Activities Plan and Preliminary Budget for the City's review and approval, outlining activities and programs planned for the following fiscal year. Such plan shall contain: (1) statement of anticipated number of hours of local original programming; (2) training classes to be offered and frequency of classes; (3) other access activities planned by CMedia; (4) operating, capital equipment and facilities budget; and, (5) a marketing and fund raising plan. The Activities Plan and Budget shall include CMedia's performance goals for the term of this Agreement, and a plan for achieving these goals by CMedia.
- C. Upon request by the City Manager or his/her representative, CMedia shall provide a written report and oral presentation to the City Council on a topic to be determined by the City Manager, at a date and time to be mutually determined between the City and CMedia.

Section 15. Accounting; Expenditure of Funds. At such time that CMedia is no longer the City's designated PEG access services provider, or upon expiration or termination of this Agreement, all funds of any kind received from City and not expended by CMedia shall be returned to City. CMedia shall provide for such fiscal control and accounting procedures as are necessary to assure proper disbursement and accounting for funds received from City. CMedia shall provide to City an annual accounting of all expended funds during the previous fiscal year in accordance with generally accepted account principles no later than 60 days following the end of the fiscal year. The unlawful use of funds shall be cause for City to deduct such funds from any payments owed to CMedia and the immediate termination of this Agreement.

Section 16. Funding From Other Sources. CMedia may, during the course of this Agreement, receive supplemental funds from other sources, including, but not limited to fundraising activities.

Section 17. Term of Agreement. This Agreement shall be effective on April 1, 2014, and shall terminate three (3) years from effective date, unless sooner terminated as provided herein.

Section 18. Termination of Agreement, Transfer of Assets.

- A. The City shall have the right to terminate this Agreement upon ninety (90) days written notice to CMedia for: (1) breach of any provision of this Agreement by CMedia, provided, CMedia may avoid termination by curing any such breach within one hundred twenty (120) days of notification or within a time frame agreed to by City and CMedia; or (2) malfeasance, misfeasance, misappropriation of funds; or (3) if CMedia loses its 501(c)(3) status.
- B. Upon the termination or expiration of this Agreement, CMedia shall immediately transfer to City all equipment, real property, fixtures, contracts, leases, deposit accounts or other assets received by or purchased by CMedia with funds received from City.

Section 19. Severability. If any term, condition, or provision of this Agreement shall, to any extent, be held to be invalid, preempted, or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective.

Section 20. Time. Time is of the essence in this Agreement and for the performance of all covenants and conditions of this Agreement.

Section 21. Cooperation. Each party agrees to execute all documents and do all things necessary and appropriate to carry out the provisions of this Agreement.

Section 22. Applicable Law. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court in Sonoma County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such court, and consent to service of process issued by such court.

Section 23. 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 CMedia: Daedalus Howell, Executive Director
Community Media Center
1075 Mendocino Avenue
Santa Rosa, CA 95401

To City: Jennifer Phillips, Assistant City Manager
City of Santa Rosa
100 Santa Rosa Avenue, Room 10

Santa Rosa, CA 95404

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

Section 24. 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 signed by both parties. No purported oral amendment to this Agreement shall be valid.

Executed as of the day and year first above stated.

SANTA ROSA COMMUNITY MEDIA ACCESS CENTER, INC., dba CMEDIA
A California Non-profit Corporation

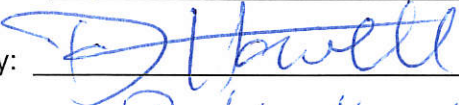
CITY OF SANTA ROSA
a Municipal Corporation

Signatures of Authorized Persons:

By: 


Print Name: Russ Bowden

Title: BOARD CHAIR PERSON

By: 

Print Name: Daodatus Howell

Title: Executive Director

By: 

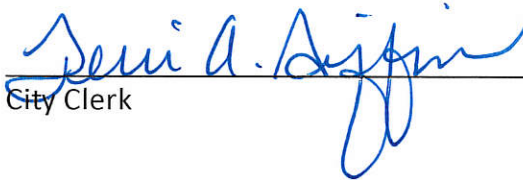
Print Name: Scott P. Bartley

Title: Mayer

APPROVED AS TO FORM:


Office of the City Attorney

ATTEST:


City Clerk

ITEM	RATE
<u>PRE-PRODUCTION:</u>	
PRODUCER	\$ 80 /hr
TECHNICAL PRODUCER	\$ 80 /hr
PRODUCTION MANAGER	\$ 80 /hr
ENGINEER	\$ 85 /hr
DIRECTOR	\$ 75 /hr
ART DIRECTOR	\$ 60 /hr
SCRIPT WRITER	\$ 60 /hr
PRODUCTION ASSISTANT	\$ 35 /hr
<u>PRODUCTION</u>	
PRODUCER	\$ 80 /hr
TECHNICAL PRODUCER	\$ 80 /hr
PRODUCTION MANAGER	\$ 80 /hr
ENGINEER	\$ 85 /hr
DIRECTOR	\$ 75 /hr
DIRECTOR/VIDEOGRAPHER	\$ 95 /hr
TECHNICAL DIRECTOR	\$ 55 /hr
VIDEOGRAPHER	\$ 50 /hr
STUDIO CAMERA OPERATOR	\$ 45 /hr
FLOOR DIRECTOR	\$ 45 /hr
AUDIO TECHNICIAN	\$ 45 /hr
LIGHTING TECHNICIAN	\$ 45 /hr
PRODUCTION ASSISTANT	\$ 35 /hr
GRAPHICS TECHNICIAN (CG)	\$ 45 /hr
<u>POST-PRODUCTION</u>	
PRODUCER	\$ 80 /hr
DIRECTOR	\$ 75 /hr
EDITOR	\$ 70 /hr
PRODUCTION ASSISTANT	\$ 35 /hr
DVD WINDOW BURN + MEDIA	\$ 45 /hr
DVD CLIENT DUBS + MEDIA	\$ 45 /hr
DUB TO MASTER + TAPE STOCK (DV, DVCPRO)	\$ 45 /hr
TRANSFER TO OTHER FORMATS	Market Rate
DVD AUTHORIZING	\$ 75 /hr
EXPORTING FOR DVD BURNING	\$ 75 /hr
WEB ENCODING	\$ 55 /hr
<u>SPECIAL SERVICES</u>	
4 CAMERA PRODUCTION TRUCK FULL DAY	\$1,800
4 CAMERA PRODUCTION TRUCK HALF DAY	\$1000
WEB VIDEO MANAGEMENT	ASK FOR QUOTE
REMOTE EVENT CAPTURE	ASK FOR QUOTE



November 4, 2013

Re: The CMedia AV Club

Objective: Create a cohesive year-long campaign that facilitates awareness of the good works of the City of Santa Rosa.

CMedia Creative provides an array of agency-style services and its our hope to become your digital public information bureau. We call this program the **AV Club**. The goal is to create reach, awareness and engagement through the channels at our disposal. This is an annual subscription to a suite of services that includes the following:

- **12 Public service announcements** – Traditional issue and event-related videos made for broadcast and online distribution. Complete script to screen service. We meet with the appropriate department, ascertain the issue, script to approval, assign appropriate talent and execute all facets of production at our studio. We also air the PSAs on the appropriate cable channel(s), via our new video-on-demand service and online.
- **12 Shorts** – Bespoke short films that highlight the Santa Rosa experience from the inside out. High concept and high production values, stand alone vignettes that showcase departmental accomplishments or elucidate issues. These films could be location-centric micro-documentaries (2-5 minutes) or devised as branded entertainments that showcase the issue in a fun and comic light. We will also air the shorts on our cable channels, via video-on-demand and online.

In addendum, we would establish and manage a campaign-specific **YouTube Channel** with distribution to other social media channels such as a Facebook Fan Page, a Pinterest board and Twitter feed.

Example: Heads in Beds: What does Transitory Occupancy Tax do? A brief, comic short that explains the transitory occupancy tax in the mode of a vintage 1960s educational film. A Mad Men-esque businessman visits wine country and we follow how his expenditures create revenue for the city, local business and fund local programs. Throughout, the “virtuous cycle” of how the tax on accommodations benefits local civic programs and is, in part, reinvested into initiatives that attract additional visitors to Santa Rosa, continuing the cycle. By the end of the short, overcome with the bucolic lifestyle Santa Rosa, the businessman is wearing his tie like a bandana and is playing bongo drums at Spring Lake with Flower Children.

- **Press Service** We can leverage our extensive relationships with local media to create press releases, manage outreach and arrange interviews for coverage predicated on the issues and content of your video campaign. Each video is paired with a release with an eye to synergizing the channels through which your message is distributed. These messages can also be repurposed as blog content.