



City of Biggs

Agenda Item Staff Report for the Regular City Council Meeting: April 18, 2011 6:00PM

DATE: April 8, 2011
TO: Honorable Mayor and Members of the City Council
FROM: Pete Carr, City Administrator/Finance
SUBJECT: Community Broadcast Opportunity (Discussion/Action)

City administrator will discuss recently identified opportunities for regional broadcast of city meetings and other topics, seeking Council direction.

Background

Butte County and its cities are reconsidering opportunities for Public Education in Government (PEG) services. The City of Chico is taking over responsibility for some of what has been broadcast on Comcast channel 11 – Chico city meetings and Butte County board of supervisor meetings. Chico is offering to upgrade the equipment and include locally produced video from Biggs at no cost to Biggs, likewise for Gridley, Oroville and Paradise.

The objective is to leverage technology to increase transparency in government without increased staff or other costs. There would also be opportunities to increase awareness of Biggs' accomplishments and issues.

We would be responsible to provide our own video equipment, estimated at less than \$2000. Data files would be transferred digitally or physically via a DVD, with Chico replaying at scheduled and/or random times. Residents of Biggs and other areas would have the opportunity to view Biggs meetings – both the speakers and the council.

County and other cities' staffs are enthusiastic about additionally utilizing channel 11 for regional and local economic development. Butte County tourism videos could be broadcast, as well as any locally produced web pages and topics we choose to highlight. This could be an exciting opportunity to bring attention to community events, local businesses and investment opportunities in Biggs.

Risks include potential personal concerns about being on camera, liability for the cost of equipment, and labor if we opted to do more than a fixed-view camera set up.

Clerks are finding video history very helpful in more accurately preparing minutes of meetings. Some cities, in addition or as an alternative, post audio and/or video files of meetings on their websites.

Many cities choose to utilize the State law providing for optional PEG fees to be assessed on cable franchise providers, typically .25-1% of local sales; this fee is then passed on to cable customers. For Biggs, this would net under \$1400 per year.

Attachment: Memo and draft agreement from Chico.

Recommendation:

Approve the concept of adding videography for Biggs meetings; authorize administrator to enter agreement with Chico, include equipment acquisition for consideration in the FY12 budget, explore grant fund availability for video production, and engage local business owners in discussion about potential video topics and participation.

Fiscal Impact of Recommendation:

Estimated less than \$2000 for video equipment plus minor staff time.



OFFICE OF THE
CITY MANAGER

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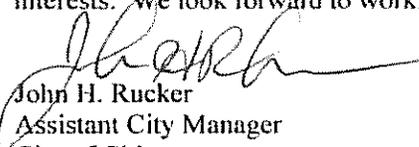
Proposal for Continued Community Meeting Broadcasting on Comcast Cable Channel 11

The City of Chico intends to continue its broadcasts of City Council, Board and Commission Meetings on Comcast public access channel 11. The Broadcast control room in the Chico City Council Chambers currently controls the "head end" or input into the county-wide, Channel 11 cable system. In the past, Butte College contracted with the City of Chico to provide content on the channel. Butte College will be discontinuing their provision of content for the channel on July 1st, 2011. The City of Chico will thereafter provide content on the channel.

The City of Chico intends to accept the pre-recorded meetings of other Butte County Communities and County Government and broadcast them on Channel 11 at the same specified times each week. The City of Chico does not, at this time, intend to charge for this basic service. Chico will endeavor to share the county-wide cable resource equally with the other cities and the County. The City of Chico will ask that it's live broadcasts continue to have scheduling priority on the system. On the rare occasion where another community's meeting will be "pre-empted," timely notice will be provided as to the new time the meeting will be broadcast. This arrangement is the same as what currently exists on the channel today.

The need to provide content besides our meetings on the new "Government Channel" will give us a great opportunity to work together. By sharing the cable resource with surrounding government agencies, we hope to, eventually expand the content into a regional tourism and economic development channel. We envision this channel allowing Butte County and the Communities within to have time on the network to broadcast tourism information and entertainment that highlights their community and recreational opportunities as well as commercial opportunities that exist there. We also intend to have the ability to periodically broadcast community and/or municipal web pages on the channel throughout the day. Individual communities will have the responsibility and control to update their own web pages in order to change content on the channel.

There are many future opportunities using this technology to work together to promote regional interests. We look forward to working with all of you.


John H. Rucker
Assistant City Manager
City of Chico
(530) 896-7202



Agreement to Broadcast Public Agency Meetings

(City of Chico/ _____)

This Agreement is entered into on _____, 2011, between the City of Chico, a municipal corporation of the State of California (City) and _____ (“Contracting Agency”).

WHEREAS, The City of Chico and Contracting Agency have both previously broadcast various meetings of their legislative bodies on a public access/education/government channel provided by Comcast, a cable television service provider doing business within the parties’ respective jurisdictions; and

WHEREAS, the operation of that channel has been conducted by Butte College pursuant to a contract between Butte College, the City of Chico and various other parties; and

WHEREAS, Butte College has notified the parties to that Agreement that it will no longer provide services for the operation of that channel as of July 1st, 2011; and

WHEREAS, the City of Chico has the ability to continue to broadcast over that channel, intends to continue to broadcast it’s own meetings, and has offered to provide services to other public agencies within Butte County to provide for the continued broadcast of the meetings of those public agencies as well; and

WHEREAS, the Contracting Agency desires to have the City of Chico broadcast the meetings of its legislative bodies, as identified below:

NOW, THEREFORE, City and Contracting Agency agree as follows:

1. City agrees to broadcast the meetings of the following legislative bodies of Contracting Agency pursuant to the terms and conditions set forth herein. [List meetings to be broadcast, ex: city council, planning commission.]
2. The meetings shall be broadcast at the dates and times set forth below (the “Broadcast Schedule”):
[Ex: Paradise City Council: First and third Thursdays of each month at 5:00 p.m.
Oroville Planning Commission: Second Tuesday of each month at 5:00 p.m.]
3. Contracting Agency shall provide City with a digital recording of the meetings to be broadcast on [specify format of recording] no later than _____ prior to the time and date of the airing of the broadcast. Recordings must be provided no later than the time specified herein in order to ensure that the City will be able to broadcast them as scheduled.
4. The Contracting Agency acknowledges that the City broadcasts the meetings of a number

of the City's legislative bodies live. As of the date this agreement is entered into, the regularly scheduled meetings of those legislative bodies do not occur on dates and times that conflict with the Broadcast Schedule. However, it is acknowledged that one or more of the City of Chico's legislative bodies for which meetings are broadcast live may, from time to time, schedule an adjourned regular or special meeting for a time which would conflict with the Broadcast Schedule. In that event, City shall have the right to postpone the broadcast of a meeting from the time set forth in the Broadcast Schedule. City shall notify the Contracting Agency of such a scheduling conflict prior to the date the meeting of the Contracting Agency would otherwise be aired and City and the Contracting Agency will select an alternative broadcast time that is available. City will provide a televised notice of the postponement, including the new date and time that Contracting Agency's meeting will be broadcast at the beginning of, or during, the broadcast of the City's meeting which preempted the airing of the Contracting Agency's meeting.

5. In the event that any of the City's legislative bodies for which meetings are regularly televised changes the regular day and time of its meeting to cause a conflict with the Broadcast Schedule, City shall notify the Contracting Agency and the City and Contracting Agency shall select a new time for the broadcast of the Contracting Agency's meetings. Modifications to the Broadcast Schedule may be made by mutual agreement of the Parties at any time without a formal amendment to this Agreement.
6. Contracting Agency agrees to defend and indemnify the City, its officers, boards and commissions, and members thereof, its employees and agents for any and all liabilities which might arise out of or relate to this agreement. Should City or any of its officers, boards and commissions, and members thereof, its employees or agents, be named in any suit, or should any claim be made against it or any of them by suit or otherwise, whether the same may be groundless or not, arising out of or relating to this agreement, and shall indemnify them for any judgment rendered against them or any sums paid out in settlement or otherwise.
7. This Agreement shall continue in effect until such time as either party provides the other with 30 days written notice of intent to terminate the Agreement.

CITY OF CHICO

David Burkland, City Manager

APPROVED AS TO FORM:

Lori J. Barker, City Attorney