

MEMORANDUM

TO: City of Muscatine

FROM: Chad Bishop, MCC Video Department *CB*

DATE: May 28th, 2013

RE: Contractual Agreement (Fiscal 2013 – 2016)

Enclosed please find the contractual agreement for the purpose of providing video production and cablecast services. This agreement replaces the existing 28E Agreement and will be effective July 1st, 2013 for three years and ending June 30th, 2016.

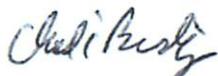
There are a couple of minor changes and fee/service updates, please look over at your earliest convenience, to allow time for the approval process.

After the document has been approved and signed please return to:

Muscatine Community College
Attn: Julie Lloyd, Admin. Assistant
152 Colorado Street
Muscatine, IA 52761

We appreciate your utilization of our services and look forward to continuing this partnership.

Please contact me with any questions and/or concerns. I may be reached at 288-6070 or cbishop@eicc.edu.



**AN AGREEMENT BETWEEN
EASTERN IOWA COMMUNITY COLLEGE DISTRICT/
MUSCATINE COMMUNITY COLLEGE
AND
THE CITY OF MUSCATINE**

In accordance with Chapter 28E of the Code of Iowa and for the purpose of providing video production and cablecast services, Muscatine Community College/Eastern Iowa Community College District, for the city of Muscatine, subject to the approval of their respective governing boards, have entered into the following agreement:

1. **ADMINISTRATION:** This agreement will be administered by Muscatine Community College part of Eastern Iowa Community College District.
2. **FINANCING:** An agreed upon base fee shall be paid on or about July 1st of each fiscal year, with all other services paid on an as contracted and completed basis. The College will furnish quarterly reports accounting for production and cablecast services used during the previous quarter.
3. **FACILITY:** This agreement is intended to be a consortium arrangement with the college responsible for studio, equipment maintenance and provision of access to equipment for responsible parties as needed.
4. **MATERIALS:** Materials as required for cablecast and archives shall be ordered by the College and charged to the contract. A quarterly "Materials Used" report will be furnished to all parties upon request.
5. **EQUIPMENT:** Muscatine Community College will maintain a current inventory list and is responsible for the daily and long-term maintenance of all equipment covered under this agreement. It is further agreed that additional capital equipment purchases may be necessary to ensure production and cablecast quality. No equipment shall be purchased without the agreement of both parties.
6. **TRANSPORTATION:** Cost of mileage incurred in the facilitation of this contract is included in the base contract cost as provided in paragraph 2.
7. **COMMUNICATION:** Each of the parties shall identify an individual to represent the respective parties on a day-to-day basis with quarterly updates furnished by the college to the City. These persons will be named separately from this contract.
8. **STARTING DATE:** This agreement replaces the existing 28E Agreement and will be effective July 1st, 2013 for three years and ending June 30th, 2016.
9. **EVALUATION:** This agreement is subject to evaluation on an annual basis by all parties. Termination of the agreement may occur based on the outcome of an evaluation but all parties must be notified prior to July 1st of any year within the agreement.
10. **OTHER:** The fee structure, reporting criteria, and evaluation are attached and considered to be a part of this agreement. (see attachment "A" pages 1 & 2)

Eastern Iowa Community College District

Date

City of Muscatine

Date

Resources

(Attachment A- Pg. 1)

1. The City will continue to provide the City Council Chamber at City Hall for the cablecasting of School Board, City Council meetings and other governmental bodies as the need arises.
2. The City will continue to have resources of near similar dollar value to purchase services from the College as in the previous years of the agreement.
3. City Council Meeting broadcasts will be displayed on MPW Digital TV Government Access Channel 2. Municipal Announcements and Information will be created and displayed on Government Access Channel 2.

Requests for Services

1. The College will operate one channel for the City:

Government Access Channel 2

Coordinate the scheduling and playback of city council and school board meetings as well as special city events. Character generated announcements will be produced and displayed on this channel that includes program scheduling, city announcements, parks and recreation, and other important and timely information.

2. The College will provide a qualified technical crew person for the production of any live meetings:
 - a) Provide a qualified camera/equipment operator at each city council meeting.
 - b) Supervise the cablecast quality of meetings originating at City Hall.
 - c) The City anticipates that it will need approximately 87.5 hours for council meeting each year.
3. The City wants the College to provide technical expertise in the development of special event and program production:
 - a) Provide a qualified individual and a mutually agreed upon rate for the development of video programming as requested by authorized City Staff.
4. The College will be paid a base fee for the production of council/board meetings and management of the access channels. This fee will be paid on or about July 1st of each year of the agreement. *Each subsequent year of the contract, the base fee will be increased 3%.*
5. Estimated annual budget:

BASE FEE

Government Access Channel General Operation

- City Council Meeting w/ Crew Person (87.5Hours, 35 meetings @ 2.5hours/each)
- Production and Management of Video Displays (100Hours)
- Technical Duties (36Hours)
- Re-Broadcasting-Playback, Scheduling, Management (48Hours)

BASE YEARLY EXPENSE

Fiscal	13/14	\$13,545.00
Fiscal	14/15	\$13,951.00
Fiscal	15/16	\$14,370.00

AS NEEDED CONTRACTED FEES*(Attachment A- Pg. 2)*

The MCC Video Department will charge the following rates for Video/TV services performed for the City of Muscatine that are above and beyond the Base Fee Duties. All services will be authorized by the City of Muscatine prior to performance, excluding previously agreed upon productions:

1. City Services Video Series
2. Greener Side
3. Other City department videos (i.e. Muscatine Art Center, Musser Library Events)
4. City Hall Chambers LIVE Broadcasts* (including Candidate Forums)
5. 4th of July Parade

**Co-funded by County and/or School district when relevant*

NOTE: Productions above and beyond those listed will be subject to pre-approval and/or refusal.

Based on past usage, it is estimated that the City will use 50 hours of MCC Video Department services

\$70/hr for single operator field productions

\$70/hr for post-production editing

\$125/hr for switched two operator field productions

ESTIMATED YEARLY EXPENSE	\$3,500
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MATERIALS AND SUPPLIES

ESTIMATED YEARLY EXPENSE	\$100
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