



REQUEST FOR COUNCIL ACTION

Date: 1/07/2019
Item No.: 9.m

Department Approval

City Manager Approval

Item Description: Approve Contract with North Suburban Access Corporation for Professional Video Services

1 **BACKGROUND**

2 Since 2013, the City has contracted with the North Suburban Access Corporation (part of CTV)
3 for video production operations for City meetings. The existing contract has expired and a new
4 agreement needs to be in place to continue broadcasting city meetings. Details of the proposed
5 agreement are as follows:

- 6 • NSAC would provide the following services:
 - 7 ○ Video recording of all City Council meetings and monthly Commission
 - 8 meetings
 - 9 ○ Archiving meetings
 - 10 ○ Prepare equipment and room for meetings
 - 11 ○ Maintaining Community Calendar on city cable channel
 - 12 ○ In consultation with City staff, setting the monthly programming schedule and
 - 13 acquiring outside programing
- 14 • NSAC will provide up to 553.5 hours annually for municipal meeting production for a
- 15 cost of \$17,712 annually.
- 16 • NSAC will provide live and repeat playback of municipal meetings for an annual cost of
- 17 \$1,978.20 annually.
- 18 • NSAC will provide for webstreaming services of municipal meetings for an annual cost
- 19 of \$4,421 per year.
- 20 • NSAC will provide audio/visual equipment maintenance, planning, and installation at an
- 21 hourly rate of \$80 per hour.
- 22 • NSAC will provide at least two productions a year through its new “Neighborhood
- 23 Network Services” to highlight other happenings in the community based on the request
- 24 by the City at a cost of \$1 annually.
- 25 • The term of the contract is three years, expiring on December 31, 2021. There will be a
- 26 3% increase for the services provided by NSAC in 2020 and 2021.

27 **POLICY OBJECTIVE**

28 Ensuring that the public has access to all meetings of city government is a tenet of good
29 governance. Providing citizens with the opportunity to watch city meetings live or on replay
30 provides for transparency in the governmental process.

31 **BUDGET IMPLICATIONS**

32 The cost in 2019 of the contract with NSAC will be \$24,111.20 and will be funded from the
33 Communications Fund. In 2018, the costs for NSAC services were \$23,419.05

34 **STAFF RECOMMENDATION**

35 Staff recommends entering into the agreement with NSAC for video production services and
36 broadcasting of city meetings.

37 **REQUESTED COUNCIL ACTION**

38 Motion to authorize the City Manager and Mayor to enter into the agreement with NSAC for
39 video production services and broadcasting of city meetings.

Prepared by: Patrick Trudgeon, City Manager (651) 792-7021

Attachment: A: Professional Services Agreement with North Suburban Access Corporation



Standard Agreement for Professional Services

This Agreement (“Agreement”) is made on the 1st day of January, 2019, between the City of Roseville, a municipal corporation (hereinafter “City”), and North Suburban Access Corporation, (hereinafter “Consultant”).

Preliminary Statement

The City has adopted a policy regarding the selection and hiring of consultants to provide a variety of professional services for City projects. That policy requires that persons, firms or corporations providing such services enter into written agreements with the City. The purpose of this Agreement is to set forth the terms and conditions for the performance of professional services by the Consultant.

The City and Consultant agree as follows:

1. **Scope of Work Proposal.** The Consultant agrees to provide the professional services shown in Exhibit “A” attached hereto (“Work”) in consideration for the compensation set forth in Provision 3 below. The terms of this Agreement shall take precedence over and supersede any provisions and/or conditions in any proposal submitted by the Consultant.
2. **Term.** The term of this Agreement shall be from January 1, 2019 through December 31, 2021, the date of signature by the parties notwithstanding.
3. **Compensation for Services.** The City agrees to pay the Consultant the compensation described in Exhibit A attached hereto for the Work, subject to the following:
 - A. Any changes in the Work which may result in an increase to the compensation due the Consultant shall require prior written approval of the City. The City will not pay additional compensation for Work that does not have such prior written approval.
 - B. On the anniversary date of this agreement, the cost of all services provided will increase by 3%.
 - C. Third party independent contractors and/or subcontractors may be retained by the Consultant when required by the complex or specialized nature of the Work when authorized in writing by the City. The Consultant shall be responsible for and shall pay all costs and expenses payable to such third party contractors unless otherwise agreed to by the parties in writing.

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4. **City Assistance.** The City agrees to provide the Consultant with the following assistance concerning the Work to be performed hereunder:

- A. Depending on the nature of the Work, Consultant may from time to time require access to public and private lands or property. To the extent the City is legally and reasonably able, the City shall provide access to and make provisions to enable the Consultant to enter upon public and private land and property as required for the Consultant to perform and complete the Work.
- B. The City shall furnish the Consultant with a copy of any special standards or criteria promulgated by the City relating to the Work, including but not limited to design and construction standards, that is needed by the Consultant in order to prepare for the performance of the Work.
- C. A person shall be appointed to act as the City’s representative with respect to the Work to be performed under this Agreement. Such representative shall have authority to transmit instructions, receive information, interpret, and define the City’s policy and decisions with respect to the Work to be performed under this Agreement, but shall not have the right to enter into contracts or make binding agreements on behalf of the City with respect to the Work or this Agreement.

5. **Method of Payment.** The Consultant shall submit to the City, on a monthly basis, an itemized invoice for Work performed under this Agreement. Invoices submitted shall be paid in the same manner as other claims made to the City. Invoices shall contain the following:

- A. To receive any payment pursuant to this Agreement, the invoice must include the following statement dated and signed by the Consultant: “I declare under penalty of perjury that this account, claim, or demand is just and correct and that no part of it has been paid.”

The payment of invoices shall be subject to the following provisions:

- A. The City shall have the right to suspend the Work to be performed by the Consultant under this Agreement when it deems necessary to protect the City, residents of the City or others who are affected by the Work. If any Work to be performed by the Consultant is suspended in whole or in part by the City, the Consultant shall be paid for any services performed prior to the delivery upon Consultant of written notice from the City of such suspension.
- B. The Consultant shall be reimbursed for services performed by any third party independent contractors and/or subcontractors only if the City has authorized the retention of and has agreed to pay such persons or entities pursuant to Section 3B above.

- 91 6. **Project Manager and Staffing.** The Consultant has designated Jared Wiedmeyer and Pat
92 Cook (“Project Contacts”) to perform and /or supervise the Work, and as the persons for
93 the City to contact and communicate with regarding the performance of the Work. The
94 Project Contacts shall be assisted by other employees of the Consultant as necessary to
95 facilitate the completion of the Work in accordance with the terms and conditions of this
96 Agreement. Consultant may not remove or replace Project Contracts without the prior
97 approval of the City.
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- 99 7. **Standard of Care.** All Work performed by the Consultant under this Agreement shall be
100 in accordance with the normal standard of care in Ramsey County, Minnesota, for
101 professional services of like kind.
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- 103 9. **Termination.** This Agreement may be terminated at any time by the City, with or without
104 cause, by delivering to the Consultant at the address of the Consultant set forth on page 1,
105 a written notice at least seven (7) days prior to the date of such termination. The date of
106 termination shall be stated in the notice. Upon termination the Consultant shall be paid for
107 services rendered (and reimbursable expenses incurred if required to be paid by the City
108 under this Agreement) by the Consultant through and until the date of termination so long
109 as the Consultant is not in default under this Agreement. If however, the City terminates
110 the Agreement because the Consultant is in default of its obligations under this Agreement,
111 no further payment shall be payable or due to the Consultant following the delivery of the
112 termination notice, and the City may, in addition to any other rights or remedies it may
113 have, retain another consultant to undertake or complete the Work to be performed
114 hereunder.
115
- 116 10. **Subcontractor.** The Consultant shall not enter into subcontracts for services provided
117 under this Agreement without the express written consent of the City. The Consultant shall
118 promptly pay any subcontractor involved in the performance of this Agreement as required
119 by the State Prompt Payment Act.
120
- 121 11. **Independent Consultant.** At all times and for all purposes herein, the Consultant is an
122 independent contractor and not an employee of the City. No statement herein shall be
123 construed so as to find the Consultant an employee of the City.
124
- 125 12. **Non-Discrimination.** During the performance of this Agreement, the Consultant shall not
126 discriminate against any person, contractor, vendor, employee or applicant for employment
127 because of race, color, creed, religion, national origin, sex, marital status, status with regard
128 to public assistance, disability, sexual orientation or age. The Consultant shall post in
129 places available to employees and applicants for employment, notices setting forth the
130 provision of this non-discrimination clause and stating that all qualified applicants will
131 receive consideration for employment. The Consultant shall incorporate the foregoing
132 requirements of this Provision 12 in all of its subcontracts for Work done under this
133 Agreement, and will require all of its subcontractors performing such Work to incorporate
134 such requirements in all subcontracts for the performance of the Work. The Consultant
135 further agrees to comply with all aspects of the Minnesota Human Rights Act, Minnesota

- 136 Statutes 363.01, et. seq., Title VI of the Civil Rights Act of 1964, and the Americans with
137 Disabilities Act of 1990.
138
- 139 13. **Assignment.** The Consultant shall not assign this Agreement, nor its rights and/or
140 obligations hereunder, without the prior written consent of the City.
141
- 142 14. **Services Not Provided For.** No claim for services furnished by the Consultant not
143 specifically provided for herein shall be paid by the City.
144
- 145 15. **Compliance with Laws and Regulations.** The Consultant shall abide with all federal, state
146 and local laws, statutes, ordinances, rules and regulations in the performance of the Work.
147 The Consultant and City, together with their respective agents and employees, agree to
148 abide by the provisions of the Minnesota Data Practices Act, Minnesota Statutes Section
149 13, as amended, and Minnesota Rules promulgated pursuant to Chapter 13. Any violation
150 by the Consultant of statutes, ordinances, rules and regulations pertaining to the Work to
151 be performed shall constitute a material breach of this Agreement and entitle the City to
152 immediately terminate this Agreement.
153
- 154 16. **Waiver.** Any waiver by either party of a breach of any provisions of this Agreement shall
155 not affect, in any respect, the validity of the remainder of this Agreement.
156
- 157 17. **Indemnification.** The Consultant agrees to defend, indemnify and hold the City, its
158 Council, officers, agents and employees harmless from any liability, claims, damages,
159 costs, judgments, or expenses, including reasonable attorney's fees, resulting directly or
160 indirectly from a negligent act or omission (including without limitation professional errors
161 or omissions) of the Consultant, its agents, employees, and/or subcontractors pertaining to
162 the performance of the Work provided pursuant to this Agreement and against all losses by
163 reason of the failure of said Consultant to fully perform, in any respect, all of the
164 Consultant's obligations under this Agreement.
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- 166 18. **Insurance.**
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- 168 A. General Liability. Prior to starting the Work, the Consultant shall procure, maintain
169 and pay for such insurance as will protect against claims for bodily injury or death, and
170 for damage to property, including loss of use, which may arise out of operations by the
171 Consultant or by any subcontractor of the Consultant, or by anyone employed by any
172 of them, or by anyone for whose acts any of them may be liable. Such insurance shall
173 include, but not be limited to, minimum coverages and limits of liability specified in
174 this Provision 18 or required by law. Except as otherwise stated below, the policies
175 shall name the City as an additional insured for the Work provided under this
176 Agreement and shall provide that the Consultant's coverage shall be primary and
177 noncontributory in the event of a loss.
178
- 179 B. The Consultant shall procure and maintain the following minimum insurance coverages
180 and limits of liability with respect to the Work:
181

182	Worker’s Compensation:	Statutory Limits
183		
184	Employer’s Liability	\$500,000 each accident
185	(Not needed for	\$500,000 disease policy limit
186	Minnesota based	\$500,000 disease each employee
187	Consultant):	
188		
189	Commercial General Liability:	\$1,000,000 per occurrence
190		\$2,000,000 general aggregate
191		\$2,000,000 Products – Completed Operations
192		Aggregate
193		\$100,000 fire legal liability each occurrence
194		\$5,000 medical expense
195		
196	Comprehensive Automobile	
197	Liability:	\$1,000,000 combined single limit (shall include
198		coverage for all owned, hired and non-owned
199		vehicles.

200
 201 C. The Commercial General Liability policy(ies) shall be equivalent in coverage to ISO
 202 form CG 0001, and shall include the following:

- 203
- 204 a. Personal injury with Employment Exclusion (if any) deleted;
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- 206 b. Broad Form Contractual Liability coverage; and
- 207
- 208 c. Broad Form Property Damage coverage, including Completed Operations.
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 211 D. Consultant shall maintain in effect all insurance coverages required under this
 212 Provision 18 at Consultant’s sole expense and with insurance companies licensed to do
 213 business in the state in Minnesota and having a current A.M. Best rating of no less
 214 than A-, unless otherwise agreed to by the City in writing. In addition to the
 215 requirements stated above, the following applies to the insurance policies required
 216 under this Provision:

- 217
- 218 a. All policies shall be written on an “occurrence” form (“claims made” and “modified
 219 occurrence” forms are not acceptable);
- 220
- 221 b. All policies, except the Worker’s Compensation Policies, shall contain a waiver of
 222 subrogation naming “the City of Roseville”;
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- 224 c. All policies, except the Worker’s Compensation Policies, shall name “the City of
 225 Roseville” as an additional insured;
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- 227 d. All policies, except the Worker's Compensation Policies, shall insure the defense
228 and indemnify obligations assumed by Consultant under this Agreement; and
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- 230 e. All policies shall contain a provision that coverages afforded thereunder shall not
231 be canceled or non-renewed or restrictive modifications added, without thirty (30)
232 days prior written notice to the City.
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234 A copy of the Consultant's insurance declaration page, Rider and/or Endorsement, as
235 applicable, which evidences the compliance with this Paragraph 18, must be filed with
236 City prior to the start of Consultant's Work. Such documents evidencing insurance
237 shall be in a form acceptable to City and shall provide satisfactory evidence that
238 Consultant has complied with all insurance requirements. Renewal certificates shall
239 be provided to City prior to the expiration date of any of the required policies. City
240 will not be obligated, however, to review such declaration page, Rider, Endorsement
241 or certificates or other evidence of insurance, or to advise Consultant of any
242 deficiencies in such documents and receipt thereof shall not relieve Consultant from,
243 nor be deemed a waiver of, City's right to enforce the terms of Consultant's obligations
244 hereunder. City reserves the right to examine any policy provided for under this
245 Provision 18.
246

- 247 E. If Consultant fails to provide the insurance coverage specified herein, the Consultant
248 will defend, indemnify and hold harmless the City, the City's officials, agents and
249 employees from any loss, claim, liability and expense (including reasonable attorney's
250 fees and expenses of litigation) to the extent necessary to afford the same protection as
251 would have been provided by the specified insurance. Except to the extent prohibited
252 by law, this indemnity applies regardless of any strict liability or negligence attributable
253 to the City (including sole negligence) and regardless of the extent to which the
254 underlying occurrence (i.e., the event giving rise to a claim which would have been
255 covered by the specified insurance) is attributable to the negligent or otherwise
256 wrongful act or omission (including breach of contract) of Consultant, its contractors,
257 subcontractors, agents, employees or delegates. Consultant agrees that this indemnity
258 shall be construed and applied in favor of indemnification. Consultant also agrees that
259 if applicable law limits or precludes any aspect of this indemnity, then the indemnity
260 will be considered limited only to the extent necessary to comply with that applicable
261 law. The stated indemnity continues until all applicable statutes of limitation have run.
262

263 If a claim arises within the scope of the stated indemnity, the City may require
264 Consultant to:

- 265
- 266 a. Furnish and pay for a surety bond, satisfactory to the City, guaranteeing
267 performance of the indemnity obligation; or
268
- 269 b. Furnish a written acceptance of tender of defense and indemnity from Consultant's
270 insurance company.
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272 Consultant will take the action required by the City within fifteen (15) days of receiving
273 notice from the City.
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275 19. **Ownership of Documents.** All plans, diagrams, analysis, reports, information, and
276 electronic media and data generated in connection with the performance of this Agreement
277 (“Information”) shall become the property of the City, but the Consultant may retain copies
278 of such documents as records of the services provided. The City may use the Information
279 for any reasons it deems appropriate without being liable to the Consultant for such use.
280 The Consultant shall not use or disclose the Information for purposes other than performing
281 the Work contemplated by this Agreement without the prior consent of the City.
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283 20. **Dispute Resolution/Mediation.** Each dispute, claim or controversy arising from or related
284 to this Agreement or the relationships which result from this Agreement shall be subject to
285 mediation as a condition precedent to initiating arbitration or legal or equitable actions by
286 either party. Unless the parties agree otherwise, the mediation shall be in accordance with
287 the Commercial Mediation Procedures of the American Arbitration Association then
288 currently in effect. A request for mediation shall be filed in writing with the American
289 Arbitration Association and the other party. No arbitration or legal or equitable action may
290 be instituted for a period of 90 days from the filing of the request for mediation unless a
291 longer period of time is provided by agreement of the parties. Cost of mediation shall be
292 shared equally between the parties. Mediation shall be held in the City of Roseville unless
293 another location is mutually agreed upon by the parties. The parties shall memorialize any
294 agreement resulting from the mediation in a Mediated Settlement Agreement, which
295 Agreement shall be enforceable as a settlement in any court having jurisdiction thereof.
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297 21. **Annual Review.** Prior to each anniversary of the date of this Agreement, the City shall
298 have the right to conduct a review of the performance of the Work performed by the
299 Consultant under this Agreement. The Consultant agrees to cooperate in such review and
300 to provide such information as the City may reasonably request. Following each
301 performance review the parties shall, if requested by the City, meet and discuss the
302 performance of the Consultant relative to the remaining Work to be performed by the
303 Consultant under this Agreement.
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305 22. **Conflicts.** No salaried officer or employee of the City and no member of the Board of the
306 City shall have a financial interest, direct or indirect, in this Agreement. The violation of
307 this provision shall render this Agreement void.
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309 23. **Governing Law.** This Agreement shall be controlled by the laws of the State of Minnesota.
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311 24. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which
312 shall be considered an original.
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314 25. **Severability.** The provisions of this Agreement are severable. If any portion hereof is, for
315 any reason, held by a court of competent jurisdiction to be contrary to law, such decision
316 shall not affect the remaining provisions of this Agreement.
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318 26. **Entire Agreement.** Unless stated otherwise in this Provision 26, the entire agreement of
319 the parties is contained in this Agreement. This Agreement supersedes all prior oral
320 agreements and negotiations between the parties relating to the subject matter hereof as
321 well as any previous agreements presently in effect between the parties relating to the
322 subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions
323 of this Agreement shall be valid only when expressed in writing and duly signed by the
324 parties, unless otherwise provided herein. The following agreements supplement and are
325 a part of this Agreement: None.
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327 IN WITNESS WHEREOF, the undersigned parties have entered into this Agreement as of
328 the date set forth above.

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CITY OF ROSEVILLE

Mayor

City Manager

(CONSULTANT)

By: _____

Its: _____

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Exhibit A

Service	Quote	
<p><u>Municipal Production Services:</u> The NSAC agrees to provide the following:</p> <ul style="list-style-type: none"> • Provide a municipal producer to record and broadcast city meetings no more than 553.5 hours per year, or 5 hours per meeting; • Additional services related to municipal production services will be billed at a flat rate of \$40 per hour; • Equipment and meeting room preparation; and <p>The City agrees to provide the following:</p> <ul style="list-style-type: none"> • Provide a weekly schedule of live and/or recorded events of shows at least one week in advance of first event/show on the schedule. • Provide the NSAC with the name and telephone number and email address of an emergency contact who can answer questions about the cablecast and/or encoding of live events. • Provide the NSAC the timing of the discussion of agenda items for web links. 	\$17,712 per year	\$17,712
<p><u>Cablecasting Services:</u> The NSAC agrees to provide the following:</p> <ul style="list-style-type: none"> • Live broadcasting of City Council meetings and applicable Advisory Commission meetings on appropriate channels; • Schedule the City channel with up to 14 premiers of programming, and 49 reruns of programming per week, totaling 63 playbacks per week; • Coordination of 2 Carousels per month at \$5 per Carousel, per month. This does not include labor to manage the Carousel; <p>The City agrees to provide the following:</p> <ul style="list-style-type: none"> • Monthly schedule of cablecast playbacks. 	\$1,978.20 per year	\$1,978.20 per year
<p><u>Web streaming Services:</u> The NSAC agrees to provide the following:</p> <ul style="list-style-type: none"> • Live web streaming of no more than 9 regular programs per month, with 4 floating meetings per year to use at the city's discretion; • Encoded meetings and the accompanying agendas posted within 24 hours on the NSAC's website; • Post links between agenda items and their video discussion; <p>Storage of recorded videos for up to 6 months;</p> <p>The City agrees to provide the following:</p> <ul style="list-style-type: none"> • Provide the NSAC with monthly schedule of all live meetings to be streamed and/or encoded for posting on the NSAC's website; • Notify the NSAC as soon as possible of the cancellation of a live event, including city meeting, which is scheduled for playback, of any change in the day or beginning time of any live event, 	\$4,421 per year	\$4,421 per year

<p>including city meeting, or of any additions of special meeting to the schedule;</p> <ul style="list-style-type: none"> • Provide the NSAC with the name and telephone number for a main contact of the cablecast. • Chapter marking information on the agenda will be provided by the City for meetings not utilizing the NSAC’s municipal producers. 		
<p><u>Consultation:</u> The NSAC agrees to provide the following:</p> <ul style="list-style-type: none"> • Audio/Visual equipment maintenance related to municipal meeting coverage and delivery; and • Audio/Video equipment planning, and/or installation. 	<p>\$80 per hour. Proposal for projects will need a contract. Will charge as needed.</p>	<p>-</p>
<p><u>Neighborhood Network Services:</u> The NSAC agrees to provide the following:</p> <ul style="list-style-type: none"> • Produce at least 2 productions a year for the City, at the discretion of the NSAC; • Cablecast, web stream, and distribute via link to the City the final product; • Storage of recorded videos for up to 6 months. <p>The City agrees to provide the following:</p> <ul style="list-style-type: none"> • Submit to the NSAC monthly production requests, which will only come from either the City Administrator, the Mayor, or a City Council Member that has been designated for communications. 	<p>Introductory rate of \$1 per year</p>	<p>\$1</p>
<p>Total</p>		<p>\$24,112.20 per year</p>