



STAFF REPORT

DATE: 06/04/2024

CONSENT

TO: Mayor and City Council

FROM: Karissa Goers, Administrative Services Director

AGENDA ITEM: Cable Caster Agreement

BACKGROUND:

In order to record and broadcast all public meetings, the City needs to contract with a number of cable casting staff to perform videographer duties. At our meeting on May 21st, we approved three contracts. One of those individuals has withdrawn due to his availability. We have two additional applicants we'd like to approve contracts for so we have several individuals who can share the meeting duties and provide back up coverage.

ISSUE BEFORE COUNCIL:

Should the City Council approve a three Videographer Contracts with the following individuals?

Don Fixmer

Mitchell Smisek

PROPOSAL DETAILS/ANALYSIS:

The attached videographer contract outlines the duties of the videographer and appropriate rates of pay, as well as standard language previously reviewed by counsel.

FISCAL IMPACT:

\$65.00 per meeting with a rate of \$25.00 per hour for meetings longer than 3 hours and training. Cable casting fees are included in the budget and reimbursed per our agreement with the Ramsey Washington Suburban Cable Commission

OPTIONS:

- Approve the Videographer agreement with Don Fixmer and Mitchell Smisek
- Approve the Videographer agreement with different terms
- Do not approve the Videographer agreement

RECOMMENDATION:

If removed from the consent agenda:

“Motion to Approve the Videographer Agreements.”

ATTACHMENTS:

- Videographer Agreement

**AGREEMENT FOR VIDEOGRAPHY SERVICES
BETWEEN THE CITY OF LAKE ELMO
AND XXXX**

THIS AGREEMENT, made and entered into this _____ of _____, 2024, by and between the City of Lake Elmo, a Minnesota municipal corporation, herein referred to as “CITY”, and XXXX, herein referred to as “VIDEOGRAPHER”, together herein referred to as the “Parties”.

WHEREAS, the CITY has broadcast facilities and government access through the Ramsey Washington Suburban Cable Commission; and

WHEREAS, the CITY desires to contract with a videographer to record City Council meetings held on the first and third Tuesday of the month, City Council Workshops held on the second Tuesday of the month, Planning Commission Meetings held on the second and fourth Monday of the month, Parks Commission meetings held on the third Monday of the month, and Economic Development Authority and Capital Improvement Committee meetings held as needed; and

WHEREAS, the VIDEOGRAPHER will provide recording services for other CITY meetings as a back-up videographer, as requested, and agreed upon by both parties.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. The CITY shall be responsible for providing and maintaining the broadcast equipment and facilities. The CITY shall be responsible for establishing broadcast policies and procedures and meeting schedules. The CITY shall provide the VIDEOGRAPHER with the next year’s meeting schedule each December preceding the next year.
2. As needed, the CITY shall provide training for the VIDEOGRAPHER on broadcast equipment. The CITY shall pay the VIDEOGRAPHER at a rate of \$25 per hour for all training.
3. For filming all CITY meetings, the VIDEOGRAPHER shall be paid at a flat rate of \$65.00 per meeting. However, if a CITY meeting exceeds three hours, the VIDEOGRAPHER shall be paid an additional \$25.00 per hour over the three-hour minimum.
4. VIDEOGRAPHER shall arrive at City Hall, 3880 Laverne Avenue North, at least 30 minutes before the start of each scheduled CITY meeting to turn on the lighting in the Council Chambers, open the production room, set up the show, get cameras ready, and prepare for the meeting. Food and beverages are not allowed in the production booth. Upon departing, VIDEOGRAPHER shall shut down equipment in the production room and secure the door to the production room.
5. VIDEOGRAHER shall be professional, accommodating, courteous, and timely at all times.
6. VIDEOGRAPHER shall exercise due professional care to comply with applicable federal, state, and local laws, rules, ordinances, and regulations in performing the professional services under this Agreement.
7. VIDEOGRAPHER is expected to maintain the confidentiality of all closed meetings. Any communication, including that on social media, about closed meetings is not permitted. All closed meetings shall not be recorded, broadcast, or distributed, unless

the CITY's attorney directs the VIDEOGRAPHER to broadcast or distribute the recordings. The VIDEOGRAPHER hereby understands and acknowledges that all videos completed by this Agreement are governed by the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 ("the MGDPA"). Retention, distribution, or destruction of any video shall occur only with written approval of the CITY's Data Practice Compliance Officer. VIDEOGRAPHER agrees to promptly respond to inquiries from the CITY concerning data requests.

8. The CITY shall notify the VIDEOGRAPHER, via email, at least five business days in advance of any special broadcast coverage requirements or changes in the meeting schedule. The VIDEOGRAPHER shall notify the CITY at 651-747-3900 or via email at least five business days in advance if VIDEOGRAPHER is not available to film a meeting.
9. It is the intent of the Parties to this Agreement that it shall become effective upon the date written above and terminate on December 31, 2025. The terms of this Agreement may be renegotiated annually between the CITY and VIDEOGRAPHER but shall only be amended by the prior written approval of both Parties.
10. This agreement may be terminated by either party at any time by providing 30 days' written notice as described below.
11. VIDEOGRAPHER shall indemnify, defend, and hold harmless the City and its officials, employees, contractors, and agents from any loss, claim, liability, and expense (including reasonable attorneys' fees and expenses of litigation) arising from, or based in the whole, or in any part, on any negligent act or omission by VIDEOGRAPHER in the performance of the services pursuant to this Agreement.
12. All services provided pursuant to this Agreement shall be provided by VIDEOGRAPHER as an independent contractor and not as an employee of the CITY for any purpose. Any and all actions which arise as a consequence of any act or omission on the part of VIDEOGRAPHER shall not be the obligation or responsibility of the CITY. VIDEOGRAPHER shall not be entitled to any of the rights, privileges, or benefits of the City's employees, except as otherwise stated herein.
13. Neither party shall assign this Agreement without the prior written consent of the other party.
14. Any waiver by either party of a breach of any provisions of this Agreement shall not affect in any respect the validity of the remainder of this Agreement.
15. If any portion of this Agreement is held invalid by a court of competent jurisdiction, such decision shall not affect the validity of any remaining portion of the Agreement.
16. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. Any disputes, controversies, or claims arising out of this Agreement shall be heard in the state or federal courts of Minnesota. All Parties to this Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.
17. This Agreement shall constitute the entire agreement between the CITY and VIDEOGRAPHER and supersedes any other written or oral agreements between the CITY and the VIDEOGRAPHER and supersedes any other written or oral agreements between the CITY and the VIDEOGRAPHER. This Agreement can only be modified in writing signed by the CITY and VIDEOGRAPHER.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate on the respective dates indicated below.

**CITY OF LAKE ELMO, MINNESOTA
EMPLOYER**

Dated: _____

By: _____
Charles Cadenhead
Its: Mayor

Dated: _____

By: _____
Julie Johnson
Its: City Clerk

VIDEOGRAPHER:

Dated: _____
