

**AGREEMENT BETWEEN THE COUNTY OF HUMBOLDT  
AND ACCESS HUMBOLDT**

Agreement made on November 30, 2007, between the COUNTY OF HUMBOLDT, herein called "COUNTY", and ACCESS HUMBOLDT (AH), herein called "CONTRACTOR."

**1. SCOPE OF SERVICES:**

1. COUNTY desires the equipment, management, operation, staffing and programming of the Public, Educational and Governmental Channels, herein called "PEG," to be administered by CONTRACTOR as a solely independent operation from the COUNTY, as per May 9, 2006, *Contract Between the Cities of Arcata, Eureka, Blue Lake, Fortuna, Rio Dell and Humboldt County with Humboldt Area Access* (now CONTRACTOR).
2. COUNTY desires CONTRACTOR to provide ongoing PEG services, including production, and operation services, technical support, maintenance and consulting for the recording and televising of events at the Humboldt County Courthouse.
3. COUNTY will administer the physical facilities and provide electrical, telephone, audio production services and building maintenance.
4. CONTRACTOR will provide services in accordance with terms and conditions marked Exhibit A attached hereto and incorporated herein.
5. Video production and transmission equipment (including cameras and switching equipment) will be owned, insured, managed and maintained by CONTRACTOR.
6. Fees for services shall be thirty five dollars (\$35.00) per hour with a minimum of two hours per day for days that on-site services are requested and fifteen minutes for telephone consultation. Hourly charges will be made in increments of fifteen minutes. Changes in fees must be agreed to in writing by both COUNTY and CONTRACTOR. Mileage for on-site work will be charged at the current IRS reimbursement rate from CONTRACTOR's offices at 1915 J Street, Eureka CA. Fees for direct costs such as DVDs, postage, parts, etc. will be billed at cost plus ten per cent (10%).
7. CONTRACTOR will send an invoice to the COUNTY by the tenth (10<sup>th</sup>) calendar day each month for services rendered for the previous calendar month. COUNTY shall pay monthly invoices within thirty (30) days of receipt.
8. CONTRACTOR shall maintain a service log to include at a minimum the date of service, amount of time for service, the nature of the service provided and any direct costs attributable to the service. A copy of this log will be included with each invoice.
9. Work performed under this agreement shall be authorized in writing by COUNTY prior to commencement of said work. Telephone consultation shall not require written authorization.

**2. TERM OF THIS AGREEMENT:** Services of CONTRACTOR shall commence on July 1, 2007, and AGREEMENT shall remain in full force until and including June 30, 2008, and shall automatically renew for one year periods unless a thirty (30) day written notice is provided by one party to the other.

**3. RELATIONSHIP OF PARTIES:** Parties intend that CONTRACTOR, in performing services (listed above), shall act as an independent contractor and shall have control of all aspects of its work and manner in which it is performed. CONTRACTOR shall be free to contract for similar services to be performed for others while under contract with COUNTY. CONTRACTOR is not to be considered an agent or employee of COUNTY.

**4. INSURANCE:** CONTRACTOR shall take all precautions necessary for the safety and prevention of damage to property on or adjacent to the work site, and for the safety of and prevention of injury to persons, on or adjacent to the work site. All work shall be performed entirely at CONTRACTOR'S risk. CONTRACTOR agrees to meet the following insurance requirements for the duration of this AGREEMENT.

**Comprehensive General Liability**, including contractual liability, products and completed operations, all of which shall include coverage for both bodily injury and property damage with a combined single limit of one million dollars (\$1,000,000). 2) **Endorsement** Naming the COUNTY of HUMBOLDT, its officers, officials, employees and volunteers as **additionally insured**, and 3) This insurance must be **Primary**.

**Worker's Compensation** coverage at statutory limits.

The above Certificate(s) of insurance to the COUNTY of HUMBOLDT shall be executed on the form(s) provided by COUNTY prior to commencement of work.

5. **INDEMNITY:** The CONTRACTOR agrees to protect, defend, indemnify and hold the COUNTY, its officers, employees and agents free and harmless from and against any and all losses of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character in connection with or arising directly or indirectly out of this AGREEMENT and/or the performance hereof. The CONTRACTOR further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at CONTRACTOR'S sole expense and agrees to bear all other costs and expenses related thereto. Notwithstanding the foregoing, the CONTRACTOR shall not be liable to indemnify COUNTY, for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of COUNTY, or its employees.

6. **NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:** CONTRACTOR certifies by its signature below that CONTRACTOR is not a Nuclear Weapons Contractor, in that CONTRACTOR is not knowingly or intentionally engaged in the research, development, production, or testing of nuclear warheads, nuclear weapons systems, or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. CONTRACTOR agrees to notify COUNTY immediately if it becomes a nuclear weapons contractor as defined above. COUNTY may immediately terminate this Agreement if it determines that the foregoing certification is false or if CONTRACTOR becomes a nuclear weapons contractor.

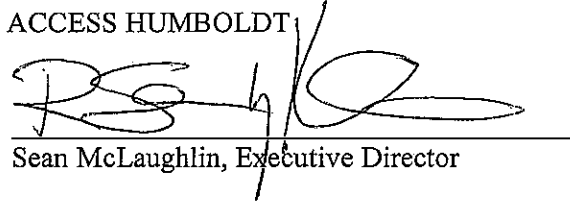
This AGREEMENT contains the sole and entire AGREEMENT between the parties.

Executed at Eureka, California on 11-30, 2007.

COUNTY OF HUMBOLDT:

  
Loretta Nickolaus, Purchasing Agent

ACCESS HUMBOLDT

  
Sean McLaughlin, Executive Director

**ACCESS HUMBOLDT**

Terms and Conditions for TV Coverage of Local Government Meetings  
County of Humboldt ("County")

- An Access Humboldt staff person would be available for meeting coverage between 8:30 a.m. and 12:15 p.m. , and between 1:00 p.m. and 3:45 p.m. on the first four Tuesdays of each month. An Access Humboldt staff person would also be available for meeting coverage between 5:30 p.m. and 9:45 p.m. on the first and third Thursdays of each month.
- Within these time frames, the County would guarantee to Access Humboldt staff a minimum payment for two hours of work on Tuesdays, and two hours of work on Thursday evenings.
- The County would not be obligated to a minimum payment for any meeting for which County staff had notified Access Humboldt of a cancellation at least seven days in advance.
- In addition to these regularly scheduled meetings, Access Humboldt would make reasonable efforts to have a staff person available for any special meeting for which County staff had notified Access Humboldt at least seven days in advance.
- To allow Access Humboldt maximum efficiency in utilization of its staff , County staff would attempt to make reasonable estimates of time actually required of Access Humboldt staff within 96 hours of a meeting, but neither party would be contractually bound by such estimates.
- The physical location of all such meetings would be at the Board of Supervisors chamber on the first floor of the County Courthouse , 825 Fifth St. in Eureka , unless County staff notified Access Humboldt of an alternative location not less than seven days in advance, and subject to logistics for recording in alternative location.
- Access Humboldt would be required to notify County staff at least 24 hours in advance if it could not provide staffing for a regularly scheduled meeting.

## Exhibit A

### Access Humboldt (AH) responsibilities:

- To schedule government meetings for recording and cablecast as requested.
- To inform the County when there is a scheduling conflict, so that AH may find the best way to serve everyone.
- To inform the County when last minute schedule changes occur, as soon as AH knows of such change.
- To provide DVD copies of programs by request to members of the public for reasonable fees, according to a schedule provided by AH and available to the public.
- To notify the County as soon as AH finds a technical problem or defect that impedes the event from being telecast.
- To notify viewers via the bulletin board whenever there are changes to AH's regular schedule, as soon as AH knows of such changes.
- Designate a contact person who is authorized to coordinate services with the County. For this Agreement, Programming Coordinator Mabel Jimenez Hernandez is so designated, with Digital Media Manager Jessemyn Reid serving as alternate. Please contact AH via e-mail: [programming@accesshumboldt.net](mailto:programming@accesshumboldt.net).

### County of Humboldt (County) responsibilities:

- Designate a contact person who is authorized to coordinate services with AH For this Agreement Kathy Hayes is designated by the County of Humboldt.
- Notify AH Programming Department ([programming@accesshumboldt.net](mailto:programming@accesshumboldt.net)) when broadcasting services are required (with exact dates and times when meetings will be occurring)
- Inform AH as soon as there is knowledge of a change to the original broadcast request or in the case of special events. Preferably, AH should be notified of special events at least **one week** ahead of time.
- Contact AH via e-mail: [programming@accesshumboldt.net](mailto:programming@accesshumboldt.net)
- To be their own record keepers. AH will encode (record) LIVE meetings as an MPEG file to re-air at later times, but will only keep these recordings temporarily. The County will receive a DVD copy of each meeting for County records.

# Access Humboldt

1915 J Street @ Eureka High School  
P.O. Box 157, Eureka CA 95502

27 November 2007

**BOARD OF  
DIRECTORS  
2007 - 2008**

**Chair**  
Libby Maynard

**Vice-Chair**  
Cheryl Nicholson

**Secretary**  
Peg Gardner

**Treasurer**  
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**Directors**  
Helen Andrews  
Rob Arkley  
Jason Beaver  
Barbara Bryant  
Jim Carlson  
Jan Kraepelien  
John McBrearty  
Amy Nilsen  
Bob Steffen

**Executive Director**  
Sean McLaughlin

**Staff**  
Tracy Jordan French  
*Executive Assistant*

Mabel Jimenez  
*Programming  
Coordinator*

Jessemy Reid  
*Digital Media Manager*

Jerusha Wilhelmi  
*Digital Media Assistant*

Alyssa Crivello  
*Digital Media Assistant*

Loretta Nickolaus  
County Administrative Officer  
County of Humboldt  
825 5<sup>th</sup> Street  
Eureka, CA 95501

Dear Ms. Nickolaus;

On behalf of Access Humboldt's Board of Directors, this letter certifies that we have duly authorized our Executive Director, Sean McLaughlin to execute an Agreement with the County of Humboldt that defines the scope of services and term of Agreement for Access Humboldt to offer production services as a Contractor to the County.

Your support for Access Humboldt's mission is greatly appreciated and we look forward to continuing our efforts to serve the County. Please feel free to contact Mr. McLaughlin if you have any questions.

Sincerely,



Libby Maynard  
Chair