

Memorandum



Date: February 5, 2008

To: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

Subject: Agreement with Miami Dade College for Operation of Educational Cable Access Channel

Agenda Item No. 8(C)(1)(A)

RECOMMENDATION

It is recommended that the Board approve the attached resolution authorizing execution of an agreement between Miami-Dade County and Miami-Dade College (MDC) for the operation of an educational cable access channel, previously known as the Cable TAP Community Channel. The agreement is for a period commencing on the date of execution with automatic renewal periods of one year each.

Scope

The proposed agreement is countywide in nature.

Fiscal Impact/Funding Source

There is no fiscal impact to the County pertaining to the programming agreement with MDC. There is a fiscal impact of approximately \$5,000 to obtain and install the equipment necessary for carriage of The Florida Channel. Funding for this equipment is included in the FY 2007-08 capital budget as adopted by the Board.

Track Record/Monitor

The Consumer Services Department (CSD) will be responsible for monitoring the agreement. MDC has operated the channel since 2003 as a community access channel via an agreement with the County. An audit requested by CSD and conducted in 2007 by Audit and Management Services determined that the College had substantially complied with their obligations. However, the audit found that certain employees of the MDC failed to follow procedures relating to procurement and record keeping. The employees are no longer with the MDC. The new agreement does not involve County funds.

BACKGROUND

On July 22, 2003, the Board approved Resolution R-850-03 that authorized the execution of an agreement between the County and MDC for the operation of the community cable access channel (Cable TAP). The three-year agreement, with two renewal options of one-year each, became effective on October 1, 2003. MDC successfully operated Cable TAP for the past four years, including the first one-year renewal period.

The FY 2007-08 budget adopted by the Board eliminated county funding for Cable TAP. MDC continued to operate Cable TAP with carry-over funds through December 31, 2007. MDC has indicated its desire to continue programming the channel for college-related community programming, utilizing its own financial resources. The attached agreement, already executed by MDC, provides for this use.

In order for the County to retain the cable television access channel once this program ends, the County must comply with a new cable law enacted by the State Legislature and ensure that the channel is programmed at least 10 hours per day of which at least five hours must be non-repeat programming. A static screen or character generated programming cannot be used to satisfy this requirement. If the channel fails to meet this programming standard, the cable companies may repurpose the channel space for their own use. Programming must also satisfy federal and county laws directing such channels to non-commercial public service programming.

The agreement specifies that MDC will use the channel for up to 14 hours per day to provide the community with information about educational and cultural activities that MDC supports, such as the Miami Book Fair International, Miami International Film Festival, Cultura del Lobo and Florida Center for the Literary Arts. This use will also allow MDC students to continue to participate in production roles that provide them with valuable practical experience in pursuing careers in television production. A link already exists between the MDC and the Stephen P. Clark Center, where the cable operators connect to the channel and redistribute it to their systems via fiber optics.

In addition to MDC programming, the agreement specifies that the County will preempt the channel to insert The Florida Channel (information attached) during regular and special sessions of the State Legislature as well as a regular overnight service. The Florida Channel is a free satellite delivered channel that is produced by Florida State University, much like what CSPAN is for the federal government and MDTV for the County. In addition to covering the legislature during session, The Florida Channel airs committee meetings, board meetings and the Florida Supreme Court, among other programming. This dual use will provide valuable programming services to county residents, as well as protect the County's authority to keep this channel.

The agreement provides indemnification language to protect the County. It also provides that the County retains ownership of any capital equipment previously purchased by MDC for the operation of Cable TAP and that the County may take possession of that equipment with prior notice. The agreement which has been executed by MDC will be automatically renewed on a year to year basis until one of the parties exercises the termination provisions.


Assistant County Manager

Office of the Campus President
11380 N.W. 27th Avenue
Miami, FL 33167-3495
Phone: (305) 237-1152
Fax: (305) 237-1899
email: jvicente@mdc.edu



**Miami Dade
College**

North Campus

Dr. José A. Vicente
Campus President

August 6, 2007

Ms. Cathy Peel
Director
Consumer Services Department
140 West Flagler Street, Suite 903
Miami, FL 33130-1561

Dear Ms. Peel:

It was announced that Miami-Dade County will no longer provide grant funding for the Cable-TAP Project beyond the current fiscal year, ending on Sept. 30, 2007. After a successful 4-year stint of overseeing the daily operation of the Community Access Channel, Miami Dade College is interested in providing the operational financial support to continue running the station after December 31, 2007 (if our extension request is approved). However, a new set of guidelines and regulations will be adopted and implemented in the channel's operation to better meet the needs of the College. The projected rationale for the College to assume such a financial undertaking is 3-fold:

- To continue the operation of the channel by providing the community with valuable information about education and cultural activities the College supports
- To continue offering practical, hands-on production experience to students
- To keep the station "alive" until funding by the County becomes available, again

It should be noted that Miami Dade College has been a major component operating within the County for close to 50 years and has contributed significantly to the success of many County-run organizations and services. Furthermore, the College's Service Learning Project, which will be featured on the channel, will highlight the vital work carried out by community based organizations with the College's assistance. Miami Book Fair International, the Florida Center for the Literary Arts, Cultura del Lobo, and Miami International Film Festival, to name a few, provide programming year around that is of great value to our community, and they will be part of the programming of Cable TAP. Obviously, the College would still require the County's licensing and allowance to broadcast over the designated Community Access Channel with all rights and privileges thereof.

It is the College's desire to continue the operation of Cable-TAP to the benefit of all parties involved, and will make every effort towards reaching a mutually beneficial agreement with the County.

Sincerely,

José A. Vicente, Ed.D.
Campus President



The FLORIDA Channel is a public affairs programming service produced and operated by WFSU-TV and funded by The Florida Legislature. The programming is currently carried by Public, Educational and Government access channels on cable systems across the state and on digital tier channels operated by Florida's public broadcasting stations.

The FLORIDA Channel is recognized as a leader among state public affairs networks and has the *largest newsroom team in the nation* dedicated to the coverage of state government. We produce more than 1,600 hours of original programming annually; *bringing information to the citizens of the state that is available nowhere else.*

When the state Legislature is in session, **The Florida Channel** offers LIVE gavel to gavel coverage from the chambers of the Florida Senate and the Florida House of Representatives, along with committee meetings, press conferences and caucuses. During session, Capitol Update is produced Monday through Friday and airs live at 5:30pm. *Capitol Update is the only television program of its kind in the state* that provides comprehensive coverage of each day's most significant legislative events. When the state Legislature is not in session, Capitol Update is produced weekly as a review of the most significant action and events in state government.

Throughout the year, The FLORIDA Channel airs coverage of the Oral Arguments of Florida Supreme Court, meetings of the Governor and Cabinet, Florida Public Service Commission and a wide variety of press conferences, and public hearings. The FLORIDA Channel Remote Crews travel the state to cover the Boards of Education and Governors as well as scores of other meetings and events relating to state government.

During times of state emergency, The Florida Channel is LIVE with all briefings from the State Emergency Operations Center. These briefings are aired in their entirety and repeated often to bring as much emergency information as possible to our viewers. We also produce a variety of contemporary interviews and informational segments to supplement the briefings.

The FLORIDA Channel operates 24 hours a day with its original 12 hour daily schedule starting at 6am and ending at 6pm, and repeated from 6pm to 6am. The service is also available over the internet through three separate streams at WFSU.org.

If you are interested in finding out more about carrying The FLORIDA Channel on your station please contact Tigger Gray, 850-488-1281. agray@mailers.fsu.edu



Connecting You to State Government

The FLORIDA Channel

- TFC Home
- TFC TV Schedule
- Webcasts & Archives
- Programs & Coverage
- Where to Watch
- Government Resources

ABOUT THE

FLORIDA CHANNEL

On this page:

- ▶ FAQ
- ▶ Job Openings
- ▶ Closed Captioning

WATCH NOW!

LIVE Webcasts *REAL VIDEO*
(download free player)

- ▶ Florida Channel 1
- ▶ Florida Channel 2
- ▶ Florida Channel 3

TFC Video Archive

The *FLORIDA Channel* is a 24-hour network that began its statewide gavel-to-gavel coverage of the Legislature on Tuesday, March 5, 1996. A service of WFSU-TV & The Florida Legislature, *The FLORIDA Channel* is located on the ninth floor of the State Capitol Building and provides the only source of live, unedited Legislative coverage in the state.



The *FLORIDA Channel* provides citizens of the state of Florida access to their state government in action. Through television coverage of all three branches of Florida's government, *The FLORIDA Channel* keeps viewers informed of decisions being made at the state level because those decisions have a direct impact on their quality of life.

The *FLORIDA Channel* is an excellent service to Floridians, either as a 24-hour channel or as a complement to an existing station's local government coverage. Best of all, the service is available at no cost. If you are a broadcast or cablecast station that would like to find out more about The FLORIDA Channel, please contact Tigger Gray agray@mailor.fsu.edu or (850) 488-1281, x247.





MEMORANDUM

(Revised)

TO: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

DATE: February 5, 2008

FROM: 
R. A. Cuevas, Jr.
County Attorney

SUBJECT: Agenda Item No. 8(C)(1)(A)

Please note any items checked.

- ☐ "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Bid waiver requiring County Manager's written recommendation
- ☐ Ordinance creating a new board requires detailed County Manager's report for public hearing
- ☐ Housekeeping item (no policy decision required)
- ☐ No committee review

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(C)(1)(A)
02-05-08

RESOLUTION NO. _____

RESOLUTION AUTHORIZING EXECUTION OF AN
INTERGOVERNMENTAL COOPERATION AGREEMENT
WITH MIAMI DADE COLLEGE FOR THE OPERATION OF
AN EDUCATIONAL CABLE ACCESS CHANNEL
PROGRAM SERVICES FACILITY; AND AUTHORIZING
THE MAYOR TO EXERCISE THE CANCELLATION
PROVISIONS CONTAINED THEREIN

WHEREAS, the Board desires to accomplish the purposes outlined in the
accompanying memorandum, a copy of which is incorporated herein by reference,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY
COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that this Board hereby
approves the Intergovernmental Cooperation Agreement with Miami Dade College to
manage and operate an Educational Cable Access Channel in substantially the form
attached hereto and made a part thereof, authorizes the Mayor to execute same for and
on behalf of Miami-Dade County, and authorizes the Mayor to exercise the cancellation
provisions contained therein.

The foregoing resolution was offered by Commissioner _____,
who moved its adoption. The motion was seconded by Commissioner _____
and upon being put to a vote, the vote was as follows:

Bruno A. Barreiro, Chairman	
Barbara J. Jordan, Vice-Chairwoman	
Jose "Pepe" Diaz	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Joe A. Martinez	Dennis C. Moss
Dorin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 5th day of February, 2008. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

OR

Oren Rosenthal

INTERGOVERNMENTAL AGREEMENT

FOR THE OPERATION OF COMMUNITY CABLE ACCESS CHANNEL IN MIAMI-DADE
COUNTY, FLORIDA, BETWEEN MIAMI-DADE COUNTY, FLORIDA AND MIAMI DADE
COLLEGE

THIS AGREEMENT, hereinafter referred to as "Agreement", made and entered into as of
the _____ day of _____ 2008 by and between MIAMI-DADE COUNTY, FLORIDA,
hereinafter referred to as the "County", and MIAMI DADE COLLEGE, a State of Florida, public
educational institution, hereinafter referred to as the "College", for the operation of an educational
cable access channel, hereinafter referred to as the "Channel".

WITNESSETH:

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

ARTICLE 1
Term

1.01 The term of this Agreement is from the date of execution through and including September
30, 2008. The Agreement shall automatically renew for periods of one year each provided
that (1) the College has requested, in writing, such renewal; (2) the County has reviewed the
College's performance in writing during the prior year and has determined that the College is
in substantial compliance with the Agreement. Either party may terminate this Agreement in
accordance with Article 6.

ARTICLE 2

Scope of Services

The College shall furnish all labor, facilities, equipment, materials and supplies necessary to provide the following. The College shall:

2.01 SERVICES

- a. Provide and maintain the existing fiber circuit and equipment between the College and the County or provide and maintain a suitable alternative method or combination of methods approved by the County that delivers a broadcast quality signal. The College and the County are respectively responsible for troubleshooting and resolving technical issues for their portions of the circuit.
- b. Continuously transmit the channel signal 24 hours a day, seven (7) days per week.
- c. Establish and maintain a programming schedule to be cablecast on the channel.
- d. Provide all production and postproduction services, including equipment, facilities, and staffing.
- e. Provide a minimum of at least 10 hours of College related and community programming per day on average, of which at least 5 hours must be non-repeat programming as measured on a quarterly basis in accordance to Florida Statute 610.109(5).
- f. No program shall be produced for profit-making purposes or for commercial use. The sale of airtime privileges by the College, and the resale or sub-leasing of airtime privileges to producers utilizing the channel, is expressly prohibited.
- g. Provide program information to cable operators and the news media;
- h. Utilize a unique identifying logo for the channel that will be used on all materials, business cards, letterhead and other materials including credits and channel identifiers (BUGS).

- i. Utilize interstitials to identify the channel between program transmissions and produce bulletin boards that will be aired to provide short and important College related information.
- j. Designate a Project Manager to act as the principal point of day-to-day contact between the County and the College and who shall be responsible for channel Administration.

2.02 COMMODITIES AND EQUIPMENT

- a. Capital items purchased with funds provided pursuant to the Agreement between the County and the College pursuant to County Resolution 850-03 shall remain the property of the County. The County retains the right to take possession of the County equipment upon 120-day written notice to the College.
- b. If this Agreement is terminated the College may purchase the equipment from the County at a cost equal to the amortized value of the equipment, or the capital item shall be returned to the County.
- c. The College shall not dispose of any County funded capital items over \$750 without the prior written approval of the County, which approval shall not be unreasonably withheld. Such items shall be returned to the County unless otherwise agreed to by the County. The College shall immediately notify the County and promptly furnish copies of reports in the event of loss or damage to any property purchased by the County.

ARTICLE 3 General Provisions

- 3.01 None of the officers, agents, or employees of the College shall be deemed to be employees of the County for any purpose whatsoever. No partnership or joint venture relationship between the County and the College is created or intended by this Agreement.
- 3.02 The Florida Channel shall be carried daily on the Channel from 10:00 p.m. to 8:00 a.m. and during any other non-College or community related programmed hours. In addition, during

regular and special sessions of the Florida Legislature, The Florida Channel shall be carried on a 24-hour basis. The County will provide the automated master control switching services. The County reserves the right to replace The Florida Channel with alternate programming.

3.03 The College shall comply with all laws, ordinances, regulations and rules of the Federal, State, and County Government, which may be applicable to this Agreement.

3.04 The County's Director of the Consumer Protection Division, or his/her designee, shall be the County's Project Manager to serve as the day-to-day contact with the College.

ARTICLE 4 Assignment

4.01 This Agreement shall not be assigned, transferred, pledged or otherwise encumbered without the written consent of both parties. The terms and conditions of this Agreement shall be binding upon, to the benefit of, and be enforceable by the respective successors or assigns of the parties hereto.

ARTICLE 5 Indemnification

5.01 The College shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the College or its employees, agents, servants, partners, principals or subcontractors. The College shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay

all costs, judgments, and attorney's fees which may issue thereon. Provided, however, this indemnification shall only be to the extent and within the limitations of Section 768.28, Fla. Stat.. The provisions of this section or indemnification shall survive the expiration or termination of this Agreement.

ARTICLE 6 Termination

6.01 **For Default.** The County may, subject to the provisions of this Article, by written notice of default to the College, terminate this Agreement in whole or in part under any one of the following circumstances:

- a. If the College fails to perform required services within the time specified herein or any extension thereof within a period of sixty (60) days after receipt of notice from the County specifying such failure; or
- b. If the College fails to perform any of the provisions of this Agreement or so fails to make progress as to endanger the performance of the Agreement in accordance with its terms; and
- c. In either of these two (2) circumstances does not cure such failure within a period of sixty (60) days after receipt of notice from the County specifying such failure. The County may authorize an extended period for corrective action in writing upon the show of good cause by the College.
- d. If, after Notice of Termination of this Agreement under the provisions of this Article, it is determined for any reason that the College was not in default under the provisions of this Article, the rights and obligations of the parties shall be the same as if the Notice of Termination had not been issued.

6.02 **For Convenience.** This Agreement may be terminated by the County or by the College in whole, or from time to time in part, upon not less than one hundred and twenty (120) days prior written notice to the other party specifying the extent to which performance of work

under the Agreement is terminated. Should the College provide such notice, it shall work diligently to ensure a smooth transition to a new provider.

6.03 **For Damage or Destruction to Facilities.** If the Project facilities are rendered wholly or partially unfit or unusable for the use and purpose for which this Agreement is granted, without fault on the part of the College, its employees, agents or independent contractors, either party shall have the option upon thirty (30) days notice in writing to cancel this Agreement.

6.04 The rights and remedies of the County provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

ARTICLE 7 Ratification

7.01 The Agreement is subject to ratification by the Board of County Commissioners and the District Board of Trustees for Miami Dade College. Should the Board of County Commissioners or the District Board of Trustees fail to ratify this Agreement, the Agreement shall be deemed null and void.

ARTICLE 8 Notices

8.01 Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified mail, postage prepaid, return receipt requested, or by hand delivery with a request for a written acknowledgement of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the matter provided in this section. For the present, the parties designate the following:

To the County: Director
 Consumer Services Department

140 West Flagler Street, Room 903

Miami, Florida 33130

To the College:

Campus President

Miami Dade College, North Campus

11380 NW 27th Avenue

Miami, Florida 33167-3495

ARTICLE 9
Modification of Agreement

- 9.01 Any alterations, variations, modifications, extensions or waivers of provisions of the Agreement shall only be valid when they have been reduced to writing, duly approved and signed by both parties and attached to the original of the Agreement.

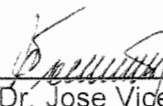
ARTICLE 10
Severability

- 10.01 In the event that any portion of this Agreement shall be held to be invalid for any reason, such invalidity shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

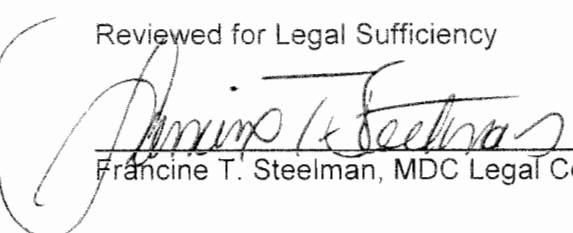
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed
by their respective and duly authorized officials, as of the date first above written.

MIAMI DADE COLLEGE

By: 
Dr. Meredith Gibbs
Provost of Operations

By: 
Dr. Jose Vicente
President, North Dade Campus

Reviewed for Legal Sufficiency


Francine T. Steelman, MDC Legal Counsel

ATTEST:
HARVEY RUVIN, CLERK

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF COMMISSIONERS

Deputy Clerk

Carlos Alvarez
Mayor

Approved by County Attorney as to form
and legal sufficiency. 