# CITY COUNCIL

CITY AND COUNTY OF HONOLULU
HONOLULU, HAWAII

No. 11-238

# RESOLUTION

APPROVING AN AGREEMENT BETWEEN `OLELO COMMUNITY TELEVISION AND THE EXECUTIVE BRANCH OF THE CITY AND COUNTY OF HONOLULU AND AUTHORIZING THE EXECUTION OF SAID AGREEMENT BY THE MAYOR OF THE CITY AND COUNTY OF HONOLULU.

WHEREAS, Chapter 1, Article 8.2, of the Revised Ordinances of Honolulu, 1990, as amended, requires prior City Council consent and approval of any intergovernmental agreement or any amendment made thereto that places an obligation upon the City; and

WHEREAS, since 1990, the City Administration has, through its Honolulu Municipal Television (HMTV) section, produced informational programs for cablecast on community access television stations; and

WHEREAS, HMTV has produced more than 200 hours of informational programming utilizing assistance from `Olelo Community Television ("`Olelo"); and

WHEREAS, `Olelo has offered assistance to the City Council and the City Administration for productions from July 1, 2011, through June 30, 2012, in accordance with the Agreement (hereinafter Agreement) attached hereto as Exhibit A and which is by reference made part of the resolution; now, therefore,

BE IT RESOLVED by the Council of the City and County of Honolulu that the Mayor be authorized to enter into, on behalf of the Executive Branch, an agreement between `Olelo and the Executive Branch attached hereto as Exhibit A; and

CSDOleloReso.R11



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CITY COUNCIL
CITY AND COUNTY OF HONOLULU
HONOLULU, HAWAII

No. 11-238

# RESOLUTION

BE IT FINALLY RESOLVED that the Clerk be instructed, and she is hereby authorized to transmit copies of this resolution to the appropriate individuals and/or organizations: Gail Haraguchi, Department of Customer Services, and Stan Miyata, Department of Budget and Fiscal Services.

INTRODUCED BY:

(br)

DATE OF INTRODUCTION:

AUG 23 2011
Honolulu, Hawaii

Councilmembers

EXHIBIT A

AGREEMENT BETWEEN OLELO AND THE EXECUTIVE BRANCH FOLLOWS
(see attach)

Gov-City-Admin-2011

# A G R E E M E N T

This Agreement is entered into as of the 1st day of July 2011, by and between `Ōlelo Community Television, hereafter referred to as `Ōlelo, and the City and County of Honolulu, hereafter referred to as City;

## W I T N E S S E T H  T H A T

WHEREAS, `Ōlelo is mandated the responsibility of managing Oahu's public, educational and governmental ("PEG") access resources, including channels and production facilities, as provided in franchise orders established by the State of Hawaii, Department of Commerce and Consumer Affairs ("DCCA"); and

WHEREAS, `Ōlelo provides PEG access services pursuant to a written agreement between 'Ōlelo and DCCA entered into December 24, 1998 and currently in effect pursuant to a series of supplemental agreements (the "DCCA Contract"); and

WHEREAS, City has been producing, and continues to produce, live and tape-delayed cable programming covering City activities, events, meetings and issues (the "Programs" or "Programming"); and

WHEREAS, City's Programming provides essential information about City government and activities to the broad community of Oahu residents and visitors; and

WHEREAS, `Ōlelo desires to continue to assist City in producing the Programming in furtherance of 'Ōlelo's responsibilities within the scope of the DCCA Contract; and

WHEREAS, City has demonstrated the capacity to provide the Programming and is ready, willing and able to provide the services;

NOW, THEREFORE, the parties hereto mutually agree as follows:

A. Scope of Services. City, using video production equipment provided and maintained by `Ōlelo as listed in Attachment 1, which is incorporated herein by reference, will create, produce and submit Programming to `Ōlelo for cablecasting on `Ōlelo's access channels and internet streaming. The Programming will consist of a minimum of 35 hours of original Programming during the term of the Agreement, which will include, but is not limited to: City Newsweek - bi-weekly, informational, taped programs featuring activities of various City Departments; the Mayor's report - bi-weekly edited news conferences and events associated with the Mayor's office with occasional live segments; coverage of special City functions and performances, such as the State of the City address, City performing arts concerts, Lei Day, Christmas Lights, Senior Citizens events, and conferences; a minimum of one documentary style special focusing on specific City issues, concerns, facilities, or projects, particularly

environmental concerns; a minimum of three Public Service Announcements (PSAs) promoting City issues and/or its own programming; and other open meeting coverage featuring events such as community forums, commission meetings, or town hall type meetings.

B. Period of Services. The term of this Agreement shall be from July 1, 2011 to June 30, 2012, unless it is sooner terminated as provided in section P. below.

C. Distribution. To support the Programming produced by the City pursuant to this Agreement, `Ōlelo shall pay to City a distribution from the fees received by `Ōlelo pursuant to the DCCA Contract in the amount of $42,779, or the equivalent in in-kind services to which the parties may agree (or a combination thereof) according to the Budget attached hereto as Attachment 2, which is hereby made part of this Agreement.

D. Performance Requirements.

1. City will monitor and maintain an inventory control system which tracks the number of hours that `Ōlelo-provided equipment (production and editing) is used in each quarter. City shall submit quarterly written reports to `Ōlelo, which describe the tracked hours (output information), significant achievements, problem areas and additional comments. These reports shall be in a format which is consistent with the form attached hereto as Attachment 3, which is hereby made a part of this Agreement, and shall be due on the 12th day of the month following the end of each calendar quarter. In addition, City shall prepare and submit to `Ōlelo a final report covering the entire term of this Agreement which shall be due by September 15, 2011.

2. City shall also submit to `Ōlelo financial statements by calendar quarter, each of which shall contain complete and accurate accounting of all funds paid by `Ōlelo to City under this Agreement for that quarter. The quarterly financial reports shall be submitted to `Ōlelo no later than 15 calendar days after the end of each calendar quarter. City shall also prepare and submit to `Ōlelo a final financial report covering the entire term of this Agreement which shall be due by October 31, 2012.

3. In addition to such reports, City shall, upon request, meet with representatives of `Ōlelo to discuss the progress of the work required hereunder.

4. City shall maintain its books and records in accordance with generally accepted accounting principles, procedures and practices, which are acceptable to `Ōlelo, and shall maintain books, documents and other evidence which sufficiently and properly reflects all direct and indirect expenditures of any nature related to City's expenditure of monies provided to City pursuant to this Agreement.

5. City shall allow its books, records and documents related to services provided under this Agreement to be inspected, reviewed or audited by `Ōlelo or its duly authorized representatives at all reasonable times during the term of this Agreement and for three (3) years after City receives final payment under this Agreement.

6. City and its contractor(s) will comply with all written policies, procedures, regulations and standards of `Ōlelo, including but not limited to `Ōlelo's Client Services Agreement, as may be amended from time to time.

7. City is solely responsible for the content of the Programming. By submission of any Program to `Ōlelo, the City warrants that: (i) such Program complies with all applicable Federal and State statutes and regulations, and with all of 'Ōlelo's rules and standards; and (ii) the Program does not contain matter which is obscene, is intended to defraud, violates the privacy rights of any individual or portrays anyone in a harmful false light, is slanderous or libelous, concerns a lottery or prizes, is designed to promote the sale of commercial products or services, contains a direct appeal for funds or other property of value, or solicits customers or buyers for any business or service.

8. City will ensure that Programming created using `Ōlelo funds, equipment or services shall not contain any material designed to promote or solicit support for the candidacy of any individual. A candidate is someone who has publicly announced his/her intent to run for office or who has officially filed. This section shall not apply to programming where a candidate appears as part of an official public meeting or presentation in which all candidates are given equal opportunity and equal time.

9. As a means of assisting `Ōlelo in its budgeting and planning process, the City shall submit a Request for Future Support to `Ōlelo for FY 2012-2013 funds no later than September 1, 2011. The request must include a written summary of the City's objectives for the period from July 1, 2012 to June 30, 2013, including any expansion of production services and any plans to fund this expansion.

E. Personnel.

1. City shall secure and supervise at its own expense, all personnel needed to perform the services that City is required to provide under this Agreement. All such personnel secured and supervised by City shall not be considered employees of, or have any contractual relationship with, `Ōlelo.

2. City may subcontract the services that it provides under this Agreement to an independent contractor with prior written approval from `Ōlelo.

F. Services as Independent Contractor. In the City's performance of work and services under this Agreement, City shall be an independent contractor with the authority to control and direct the performance and details of such work and services. `Ōlelo shall have a general right to inspect work in progress to determine whether, in `Ōlelo's opinion, the work is being performed by City and/or its contractor(s) in accordance with the provisions of this Agreement. All persons hired or used by City shall be City's agents and employees and City shall be responsible for the accuracy, completeness, and adequacy of any and all work and services performed by them.

Furthermore, City assumes liability, if any such liability is determined to exist, for all loss, cost, damages, or injury caused by City's agents, employees and contractors. City will cooperate fully with `Ōlelo in the defense of any claim made against `Ōlelo arising out of the services provided pursuant to this Agreement.

G. Administration of Distributed Funds. `Ōlelo's administrator of all funds distributed pursuant to this Agreement is the Director of Finance and Administration. All notices and communications to `Ōlelo under this Agreement shall be given to the designated administrator. `Ōlelo will notify City of any change as to the identity of its administrator.

H. Method of Disbursement. Disbursements to City under this Agreement shall be made in accordance with and subject to the following provisions:

1. Disbursements shall be made based on the percent of completion on programming hours and payable at the end of each quarter once the contract is executed.

2. City may transfer a maximum of twenty-five percent (25%) of monies received under this Agreement between budget categories (personnel vs. supplies) as reflected in Attachment 2, unless this cap is waived by `Ōlelo. The disbursement shall not be used for any expenditure, such as overhead expenses, not included in Attachment 2.

3. `Ōlelo reserves the right, at any time, to withhold disbursement of all or any portion of funds payable to City or obtain a refund of any amounts paid to City under this Agreement if `Ōlelo has reason to believe that City is not providing the services required of it under this Agreement and in accordance with the budget attached hereto; or if `Ōlelo determines that expenditures by City are inconsistent with the term of this Agreement and/or the DCCA Contract; or if City is in default under this Agreement. `Ōlelo also reserves the right to deduct an amount equal to any expenditures by City which are determined by `Ōlelo to be inappropriate and unallowable for the reasons set forth above, from any funds to be paid to City under this Agreement or any subsequent Agreement between `Ōlelo and City. Any determination by `Ōlelo as to the appropriateness of any expenditures by City shall be subject to later verification and subsequent audit. All disbursements to City by `Ōlelo which exceed actual costs incurred shall be returned to `Ōlelo.

I. Indemnification of `Ōlelo. It is strictly understood that `Ōlelo shall in no way be held liable for any damages, causes of action or suits resulting from the content of the Programming or from the acts or activities of City and/or its contractor(s) in connection with the services provided under this Agreement. City shall indemnify and hold harmless `Ōlelo and its designated agents, employees, and members of the Board of Directors from and against any and all actions, claims, suits, damages, or costs, including reasonable attorney's fees, arising out of or resulting from the acts or omissions of City, its employees, agents, or contractors occurring during or in connection with the performance of City's services under this Agreement, or arising out of or resulting from breach of this Agreement by City and/or its contractors.

J. Clearances and Licenses. City shall be responsible for obtaining all necessary clearances, licenses and permits which are needed for the Programming. This includes, but may not be limited to clearances, licenses and permits from broadcast stations, networks, sponsors, music licensing organizations, copyright and trademark owners, performers, representatives, and anyone else as may be necessary to transmit the Programs over `Ōlelo's access channels and on the internet. If City uses a pre-recorded program for which it does not hold copyright ownership, City must submit proof that it has authority to distribute the program through the applicable medium.

K. Copyright, Ownership, Distribution and Access by `Ōlelo.

1. The materials developed and produced in whole or in part with funds or equipment provided through this Agreement are the property of the City. In the event that City transfers copyright or ownership of any produced materials for distribution or for any other purpose, the City shall provide `Ōlelo with at least five (5) days prior written notice of such transfer and agrees to take any action that shall be necessary to ensure that `Ōlelo shall be able to freely exercise all of its rights under this Agreement. Furthermore, `Ōlelo and City agree to engage in a relationship of good faith and cooperation to ensure that all produced materials are reasonably available to `Ōlelo on a continuing basis.

2. `Ōlelo will be given access to the Programs and permitted to cablecast them and/or stream them over the internet for an unlimited number of showings over a three-year period, on a non-exclusive basis.

3. `Ōlelo will be given access to the Programs and permitted to use portions of them, in its sole discretion and as it deems appropriate, for promotional purposes.

4. City will notify `Ōlelo in advance if City intends to use other means to distribute a Program produced in whole or in part with `Ōlelo's equipment and/or with funds provided herein. City accepts full legal and financial responsibility for distribution of such programs to sources other than `Ōlelo.

5. If City distributes or sells a program that was created using `Ōlelo equipment, services or funding provided herein and receives remuneration, City shall promptly notify `Ōlelo and compensate `Ōlelo for its support by paying to `Ōlelo fifty percent (50%) of the remuneration received, up to the entire amount of `Ōlelo's funding for the program; provided however, `Ōlelo's President/CEO may waive, reduce or defer such repayment if in his/her sole judgement it is appropriate to do so. Any excess remuneration shall belong to City.

L. Publication and Acknowledgment of `Ōlelo Funding. Any tangible result of `Ōlelo support to City pursuant to this Agreement (productions, displays, exhibits, tapes) must contain an acknowledgment of support by "`Ōlelo Community Television," in a form approved in advance by `Ōlelo. `Ōlelo may, however, require City to delete any such acknowledgment. The required acknowledgment shall state that `Ōlelo's support does not constitute any endorsement or approval of the views expressed by City, that the City is solely responsible for the program content and that the views expressed are those of the City only and may not reflect the views of `Ōlelo.

M. Equipment Ownership, Use and Maintenance.

1. `Ōlelo will purchase, configure, maintain, troubleshoot, integrate and upgrade as needed the equipment listed in Attachment 1. All equipment provided to the City may be jointly utilized by both the City Administration and the City Council in providing services under this Agreement. `Ōlelo shall not be responsible for scheduling equipment usage. `Ōlelo will provide engineering support for installation of the equipment and integration into the City's communications infrastructure according to the manufacturers' operating specifications.

2. City is responsible for meeting and maintaining the infrastructure and use requirements for proper integration of `Ōlelo's equipment. `Ōlelo staff will be made available from time to time, at the request of the City, to ensure that the City's equipment is properly configured to work with `Ōlelo's equipment to ensure proper transport of acceptable video and audio between the point of origin and `Ōlelo's Mapunapuna facility. `Ōlelo also agrees to troubleshoot and make emergency repairs of equipment for malfunctions which would prevent a production from being completed or which, in `Ōlelo's professional opinion, would significantly affect the on-air quality of a program.

3. Any and all equipment provided by `Ōlelo to City shall remain the property of `Ōlelo. City shall insure `Ōlelo's equipment against loss and/or damage during all periods when the equipment is in the possession, custody or control of City and/or its contractor(s). City is responsible for all security, day-to-day maintenance and care of equipment while in its possession, custody or control. Payment for any loss or damage to the equipment which is in City's possession, including but not limited to damage due to abuse or neglect by City and/or its contractor(s), is the responsibility of City. If City fails to pay its share of loss or deductibles, `Ōlelo

will deduct said amount from the disbursements provided pursuant to this Agreement.

4. `Ōlelo and City will maintain the equipment provided pursuant to this Agreement according to the Schedule attached hereto as Attachment 4, which is made part of this Agreement. City will provide the `Ōlelo engineering staff with timely access to the equipment so that `Ōlelo can fulfill its maintenance obligations described in Attachment 4. `Ōlelo will be responsible for all repairs attributable to defective equipment or normal wear and tear. If, in `Ōlelo's opinion, equipment is beyond repair for reasons other than the City's (or its contractors') abuse or neglect, `Ōlelo will replace all necessary equipment. Equipment provided by 'Ōlelo is to be used only for the creation of the Programming related to the City Administration and/or City Council. No other use is permitted without the advance written consent of `Ōlelo's President and CEO.

5. City agrees that all equipment provided in connection with this Agreement will be available for use by `Ōlelo for all periods in which it is not being used for City Administration or City Council Programming. In such instances `Ōlelo will attempt to give City at least forty-eight (48) hours prior notice of its intent to use the equipment. `Ōlelo agrees to release City from any liability relating to the equipment while it is in `Ōlelo's possession pursuant to this provision.

6. `Ōlelo's Director of Technology and Chief Engineer are the points of contact for maintenance and support of `Ōlelo's equipment and for integration of that equipment with systems owned or otherwise provided by the City. City and its contractor(s) should direct any concerns about these functions to `Ōlelo.

N. Inspections. `Ōlelo has the right to monitor, inspect and evaluate or test all equipment, products or services provided pursuant to this Agreement at all reasonable places (including City's place of business) and times (including the period of production).

O. Modification of Agreement. Any modification, alteration, or change to this Agreement, including but not limited to modification of the services to be performed, extension of the time of performance or increases (subject to the availability of funds) or decreases in the amount of the disbursements under this Agreement due to non-availability of funds, shall be made only by written supplemental agreements executed by the parties.

P. Termination of Agreement.

1. If City fails to satisfactorily fulfill in a timely or proper manner its obligations under this Agreement, or if City breaches any of the promises, terms or conditions of this Agreement, City shall be deemed to be in default under this Agreement. If City fails to take satisfactory corrective action within fifteen (15) days from the date it receives notice from `Ōlelo that it is in

default under the Agreement, `Ōlelo shall have the right to immediately terminate this Agreement.

2. `Ōlelo may terminate this Agreement without statement of cause at any time by giving thirty (30) calendar days prior written notice to City of its intent to terminate. Upon termination, City shall be entitled to receive only such portion of the disbursement as shall have been satisfactorily earned prior to the effective date of termination as determined by `Ōlelo in its sole discretion.

3. Notwithstanding any other provision of this Agreement, in the event that the DCCA Contract expires or is terminated before June 30, 2012, this Agreement shall be automatically terminated as of the date on which the DCCA Contract expires or terminates. Effective upon termination of this Agreement, 'Ōlelo shall have no further obligation to make payments of any funds or provide equipment or services to City.

4. In the event of termination of this Agreement for any reason, or upon expiration of its term without either renewal or execution of a subsequent written agreement providing otherwise, the City must coordinate a final inventory of `Ōlelo's equipment and make preparation for pickup by `Ōlelo. The inventory and return must be completed within ten (10) working days, unless extended by `Ōlelo's President and CEO.

Q. Disputes. Any dispute concerning a matter arising under this Agreement, which is not disposed of by mutual agreement within fifteen (15) calendar days, shall be decided by the President/CEO of `Ōlelo, or the President/CEO's duly designated representative, who shall reduce the decision to writing and mail or otherwise furnish a copy of the decision to City. If City disputes `Ōlelo's decision, City may appeal to the `Ōlelo Board of Directors. If City disputes the decision of the `Ōlelo Board of Directors, City may submit this matter to arbitration in the State of Hawai'i in accordance with the Uniform Arbitration Act (Haw. Rev. Stat. Ch. 658A). The arbitration shall be conducted in Honolulu, Hawaii by a single arbitrator mutually agreed upon by the parties. The arbitrator shall be required to abide by the provisions of this Agreement and shall not modify or alter same. The decision of the arbitrator shall be final and conclusive. Pending final decision of such a dispute, City shall proceed diligently with the performance of its obligations under this Agreement.

R. Accurate Information. City certifies that all information the City has provided or will provide to `Ōlelo is true and correct and can be relied upon by `Ōlelo in awarding, modifying, making disbursements or taking any other action with respect to this agreement. Any false or misleading information is a ground for `Ōlelo to terminate this Agreement for cause and to pursue any other appropriate remedy.

S. City's Authority. City represents and warrants to `Ōlelo that:

1. City has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transactions contemplated hereby.

2. The individuals executing this Agreement and the instruments referenced herein on behalf of City have the legal power, right and actual authority to bind City to the terms and conditions hereof and thereof.

T. Attorney's Fees. In any litigation (including arbitration) concerning any part of this agreement, each party to bear its own attorneys' fees and costs.

U. Severability. Should any part, term or provision of this Agreement be declared invalid, void or unenforceable, all remaining parts, terms, and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.

V. Sole Agreement. There are no promises, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all communications, either verbal or written, between the parties hereto with respect to the subject matter of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement effective as of the date first above written.

| 'ŌLELO COMMUNITY TELEVISION | CITY AND COUNTY OF HONOLULU |
|---|---|
| By: _____<br>Roy Amemiya<br>Its: President & CEO | By: _____<br>Peter Carlisle<br>Its: Mayor |
| By: _____<br>Jim Boersema<br>Its: Board Chair | |

APPROVED AS TO FORM AND LEGALITY

Deputy Corporation Counsel

Attachment 1

City Administration Inventory
`Ōlelo Equipment

| Tag | Serial Number | Model | Description |
|---|---|---|---|
| 2376 | 10719 | EVO-9800A | Sony Video Hi-8 recorder/player |
| 2590 | 74620 | VO-5800 | Sony U-matic editing player |
| 2729 | 3364-05893 | 3364-3 | Vinten Vision 12 Tripod head |
| 2730 | 10633 | 3380-3 | Vinten Tripod leg |
| 3235 | 45558 | ME66/K6 | Sennheiser shotgun w/windscreen and case |
| 3236 | 45557 | ME66/K6 | Sennheiser shotgun w/windscreen and case |
| 3522 | 2100471 | PVM-14M2U | Sony 13″ Color Monitor |
| 4058 | F1TRA0017 | AJ-D250P | Panasonic Digital DVCPRO FCP Recorder |
| 4453 | 4453 | 01-93 | Lowel Omni Light Kit |
| 4454 | H-25762 | VL-4S | IDX Battery Charger |
| 4462 | 7810 | UCR-190 | Lectrosonic Wireless Receiver |
| 4463 | 4334 | UM190B | Lectrosonic Wireless Transmitter |
| 4464 | 7823 | UCR-190 | Lectrosonic Wireless Receiver |
| 4465 | 4346 | UM190B | Lectrosonic Wireless Transmitter |
| 4846 | 126091 | ME66/K6 | Sennheiser Shotgun Mic |
| 4847 | 126100 | ME66/K6 | Sennheiser Shotgun Mic |
| 4986 | 1141842 | DSR-PD170 | Sony Digital DVCAM Pro Camcorder |
| 4987 | 1141844 | DSR-PD170 | Sony Digital DVCAM Pro Camcorder |
| 5436 | 2A90519D0K0 | MB382LL/A | Apple 24″ LCD Cinema Display |
| 5457 | G891119L20H | Z0G100177 | Apple MacPro 2.93 Ghz Towers |
| 5613 | 1121180-111164-102000 | UPW-V6 | Sony Wireless Mic |
| 5614 | 112179-111163-102761 | UPW-V6 | Sony Wireless Mic |
| 201020 | 661135 | H38/t72 | Libec Tripod |
| 201021 | 661118 | H38/t72 | Libec Tripod |
| 201046 | 201046 | RE 50 | EV Omni Field Mic |
| 201047 | 201047 | RE 50 | EV Omni Field Mic |
| 201048 | 15052080 | AC-VQ850 | Sony Battery Charger |
| 201049 | 15051196 | AC-VQ850 | Sony Battery Charger |

This equipment list will be updated periodically as equipment is added, replaced or deleted. It will be completed in two copies. The original will be retained by `Ōlelo and the duplicate by the City.

The representative of the City Administration signing below certifies that all of the equipment has been received in good working order unless noted on specific lines above and initialed by representatives of both `Ōlelo and the City.

For the City Administration:

_____ _____
Signature Date

_____
Print first and last name

**Attachment 2**

**BUDGET**
City and County of Honolulu, HMTV
July 1, 2011 to June 30, 2012

| | |
|---|---|
| Personnel | |
| Mayor's Report | $16,000.00 |
| City Newsweek | $16,000.00 |
| Specials/PSAs | $ 4,500.00 |
| Honolulu City Lights | $ 3,500.00 |
| Total Personnel | $40,000.00 |
| Supplies | |
| Videotape stock, labels, equipment maintenance/repair cables, batteries, Misc. | $ 2,779.00 |
| Total Supplies | $ 2,779.00 |
| Grand Total | $42,779.00 |

**QUARTERLY PROGRESS REPORT**
City and County of Honolulu, HMTV

Contact Person:

Contract Dates: July 1, 2011 - June 30, 2012

Dates Covered in this Report:

| OUTPUT INFORMATION | | | | | |
|---|---|---|---|---|---|
| UNITS OF MEASURE | OBJECTIVE | PREV'LY REPORTED | NEW THIS PERIOD | YEAR TO DATE | PERCENTAGE ACCOMPLISHED |
| Total hours of original programming p/year | 35 | | | | |
| Year to Date | | | | | |
| | | | | | |

**NARRATIVE REPORT**
City and County of Honolulu, HMTV

1. Goals and objectives of your programs:

2. Describe how `Ōlelo's support (staff, equipment and funds) have helped or hindered reaching these goals and objectives:

3. List the significant achievements of your programs for the quarter:

4. List any problem areas that need to be addressed, either by `Ōlelo or your programs:

5. Additional comments:

6. List and attach copies of support documents, such as letters, awards and commendations:

# GENERAL MAINTENANCE SCHEDULE

`Ōlelo's Responsibilities:

- Perform preventive maintenance to 'Ōlelo's equipment.
- Perform routine maintenance on DVCPRO VTR twice a year.
- Perform routine maintenance on video cameras annually, to be scheduled at the request the City.
- Routinely inspect to insure equipment is operating within manufacturers' specifications.

City Responsibilities:

- Handle and store equipment responsibly and safely, avoiding obvious dangers such as theft, unauthorized re-calibration or system set up, dropping, sand, water, etc.
- Clean video heads of DVCPRO VTR once a month, provided most work is done on City's DVCAM VTRs.
- Clean lens as needed.
- Dust all equipment thoroughly, at least once every three months.
- Report any equipment problems or malfunctions to `Ōlelo's engineering staff within 24 hours of discovery.

CITY COUNCIL
CITY AND COUNTY OF HONOLULU
HONOLULU, HAWAII
CERTIFICATE

**RESOLUTION 11-238**

Introduced: 08/23/11 By: ERNEST MARTIN (BR)

Committee: EXECUTIVE MATTERS AND LEGAL AFFAIRS

Title: RESOLUTION APPROVING AN AGREEMENT BETWEEN 'OLELO COMMUNITY TELEVISION AND THE EXECUTIVE BRANCH OF THE CITY AND COUNTY OF HONOLULU AND AUTHORIZING THE EXECUTION OF SAID AGREEMENT BY THE MAYOR OF THE CITY AND COUNTY OF HONOLULU.

Links: RES11-238
CR-279

Voting Legend: Y= Aye, Y* = Aye w/Reservations, N = No, A = Absent, ABN = Abstain

| | | |
|---|---|---|
| EXECUTIVE MATTERS AND LEGAL AFFAIRS | 08/30/11 | CR-279 – RESOLUTION REPORTED OUT OF COMMITTEE FOR ADOPTION. |
| COUNCIL | 09/16/11 | CR-279 AND RESOLUTION 11-238 WERE ADOPTED. |

| | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| ANDERSON | Y | BERG | Y | CACHOLA | Y | CHANG | Y | GABBARD | Y |
| GARCIA | Y | HARIMOTO | Y | KOBAYASHI | Y | MARTIN | A | | |

I hereby certify that the above is a true record of action by the Council of the City and County of Honolulu on this RESOLUTION.

BERNICE K. N. MAU, CITY CLERK

ERNEST Y. MARTIN, CHAIR AND PRESIDING OFFICER