

CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number _____

Meeting Type: Regular

Meeting Date: 2/28/2013

Action Requested By:
Administration

Agenda Item Type
Resolution

Subject Matter:

Agreement between the City of Huntsville, Alabama and the Huntsville City Board of Education for the shared use of Educational and Governmental Access TV and the BOARD's ETV facilities located on Monte Sano Boulevard.

Exact Wording for the Agenda:

Resolution authorizing an Agreement between the City of Huntsville, Alabama and the Huntsville City Board of Education for the shared use of Educational and Governmental Access TV and the BOARD's ETV facilities located on Monte Sano Boulevard.

Note: If amendment, please state title and number of the original

Item to be considered for: Action

Unanimous Consent Required: Select...

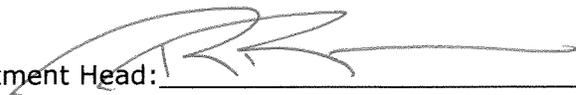
Briefly state why the action is required; why it is recommended; what Council action will provide, allow and accomplish and; any other information that might be helpful.

[Empty text box for providing details on why the action is required, recommended, and what council action will provide, allow, and accomplish.]

Associated Cost:

Budgeted Item: Select...

MAYOR RECOMMENDS OR CONCURS: Select...

Department Head:  _____

Date: 2/25/2013

ROUTING SLIP CONTRACTS AND AGREEMENTS

Originating Department: Administration Council Meeting Date: 2/28/2013

Department Contact: Kelly Schrimsher Phone # 427-5000

Contract or Agreement: Memorandum of Agreement

Document Name: Memorandum of Agreement between COH and Board of Education

City Obligation Amount:

Total Project Budget:

Uncommitted Account Balance:

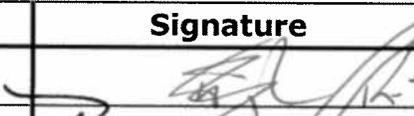
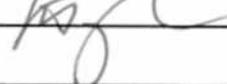
Account Number:

Procurement Agreements

Not Applicable	Not Applicable
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Grant-Funded Agreements

Not Applicable	Grant Name: <input style="width: 60%;" type="text"/>
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Department	Signature	Date
1) Originating		
2) Legal		<u>2-25-13</u>
3) Finance		<u>2/25</u>
4) Originating		
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		

RESOLUTION NO. 13-_____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized to enter into a Memorandum of Agreement between the City of Huntsville and Huntsville City Board of Education, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as "Memorandum of Agreement between the City of Huntsville and Huntsville City Board of Education," consisting of three (3) pages and the date of February 28, 2013, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

ADOPTED this the 28th day of February, 2013.

President of the City Council of
the City of Huntsville, Alabama

APPROVED this the 28th day of February, 2013.

Mayor of the City of
Huntsville, Alabama

***Memorandum of Agreement
Shared Use of Educational TV (“ETV”) Facilities***

This Memorandum of Agreement (“MOA”) between the City of Huntsville, Alabama (“CITY”) and the Huntsville City Board of Education (“BOARD”) shall set forth the roles and responsibilities of each party with respect to the shared use of Educational and Governmental Access TV and the BOARD’s ETV facilities located on Monte Sano Boulevard.

ROLES AND RESPONSIBILITIES

City of Huntsville agrees to:

- Provide an annual amount of \$10,000 in October of each year to the ETV operations budget for upgrades and maintenance of broadcast facilities. This amount of \$10,000 shall be prorated on a monthly basis for the initial partial year beginning March 30, 2013 and ending on September 30, 2013.
- Relocate the broadcast operations of its cable channel to the Huntsville City Schools ETV studios located on Monte Sano Boulevard to include providing the items currently used by CITY, Infocaster, video camera, and MAC video editing software deck.
- Have its video services staff employee provide assistance and support to ETV on a part-time basis, not to exceed 15 hours per week. The video services staff employee furnished by the City shall coordinate the schedule and assigned work to be performed with the BOARD’s designated representative, but shall remain under the supervisor of the Mayor’s Administrative Assistant. It is understood between the parties that the CITY’s work responsibilities for this CITY employee will take priority over ETV support.
- Furnish the necessary and mutually agreed upon equipment and necessary services to provide a live broadcast link between the Huntsville City Council Chambers and ETV facilities for broadcast of Huntsville City Council meetings.
- Coordinate with the BOARD to mutually agree upon the purchase or upgrade of any future equipment to be funded by the parties on a cost sharing basis.

Huntsville City Board of Education agrees to:

- Permit the City of Huntsville to relocate the broadcast operations of its Governmental Access cable channel to the Huntsville City Schools ETV studios.
- Use the master control operations facilities of ETV to televise announcements and programs for the CITY’S Governmental Access channel.

President of the City Council
February 28, 2013

- Provide the use of ETV equipment to facilitate live broadcasts of Huntsville City Council meetings.
- Coordinate with the CITY to allow the CITY to use ETV studio facilities for production of programs.
- Maintain all ETV studio equipment, including but not limited to equipment purchased by or furnished by CITY in good repair and operating condition.
- Coordinate with the CITY to mutually agree upon the purchase or upgrade of any future equipment to be funded by the parties on a cost sharing basis.
- Provide engineering and support services to assist CITY in the production of programming for approximately ten (10) hours per week.

GENERAL TERMS AND CONDITIONS

1. No party may assign any portion of this MOA (by operation of law or otherwise) without the written consent of the other party. The parties to this MOA do not intend for any third party to obtain a right by virtue of this MOA.
2. This MOA is made in and shall be governed by the laws of the State of Alabama.
3. This MOA may not be amended or modified unless such amendment is (i) in writing, (ii) signed by authorized representatives of both parties.
4. The failure by a party to exercise or enforce any right hereunder shall not operate as a waiver of such party's right to exercise or enforce such right or any other right in the future.
5. If any provision of this MOA shall be deemed to be invalid, void, or unenforceable then it shall be severed and not affect any other provisions contained herein.
6. Third Party Beneficiary. The BOARD and the CITY shall be designated as third-party beneficiaries to any vendor purchase contracts for equipment, including any warranties extended to the parties.
7. Liabilities and Indemnification. Each party shall each be responsible for any negligent acts or omissions by its respective employees, officers, directors, agents, and contractors that may result in personal or property injuries or damages to another resulting from activities under this Agreement.
8. This Memorandum of Agreement will remain valid and in force until terminated by either party by giving ten (10) days notice in writing to the other party.

