

CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number: _____

Meeting Type: Regular

Meeting Date: 7/14/2016

Action Requested By: Administration

Agenda Type: Resolution

Subject Matter:

Closed Captioning Services

Exact Wording for the Agenda:

Resolution authorizing an agreement between the City of Huntsville, Alabama, and Tennessee Closed Captioning for closed captioning services.

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

Item to be considered for: Action

Unanimous Consent Required: _____

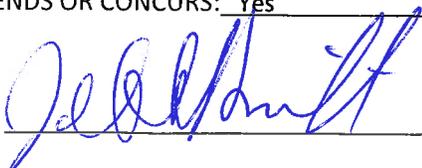
Briefly state why the action is required; why it is recommended; what council action will provide, allow and accomplish and; any other information that might be helpful.

Action is required to offer closed captioning services for City Council meeting broadcasts on the City's government access channel.

Associated Cost: \$5000.00

Budgeted Item: Yes

MAYOR RECOMMENDS OR CONCURS: Yes

Department Head: 

Date: _____

ROUTING SLIP CONTRACTS AND AGREEMENTS

Originating Department: Administration

Council Meeting Date: 7/14/2016

Department Contact: Sharon King

Phone # 256-427-5004

Contract or Agreement: Agreement

Document Name: Agreement for Closed Captioning Services

City Obligation Amount: \$5,000.00

Total Project Budget: \$5,000.00

Uncommitted Account Balance:

Account Number: 1000-17-17100-515070-00000000

Procurement Agreements

Not Applicable	Not Applicable
-----------------------	-----------------------

Grant-Funded Agreements

Not Applicable	Grant Name:
-----------------------	-------------

Department	Signature	Date
1) Originating	<i>[Signature]</i>	6/30/16
2) Legal	<i>[Signature]</i>	7/6/16
3) Finance	<i>[Signature]</i>	7-6-16
4) Originating	<i>[Signature]</i>	6/30/16
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		

RESOLUTION NO. 16-_____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized on behalf of the City of Huntsville, a Municipal Corporation in the State of Alabama, to enter into an agreement by and between the City of Huntsville and Tennessee Captioning, LLC which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as "Agreement between the City of Huntsville and Tennessee Captioning, LLC" consisting of three (3) pages with the date of July 14, 2016, appearing on the margin of the first pages, 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 14th day of July, 2016.

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

APPROVED this the 14th day of July, 2016.

Mayor of the City of Huntsville,
Alabama

**AGREEMENT FOR CLOSED CAPTIONING
SERVICES BETWEEN THE
CITY OF HUNTSVILLE AND
TENNESSEE CAPTIONING, LLC.**

AGREEMENT FOR CLOSED CAPTIONING SERVICES

THIS AGREEMENT is made and entered into on this _____ day of _____, 2016, between "Tennessee Captioning, LLC" 8367 Greenvale Drive, Nashville, Tennessee 37221, a Tennessee limited liability company ("Contractor") and the City of Huntsville, Alabama, 308 Fountain Circle, Huntsville, Alabama 35801, ("City") a municipal corporation.

WHEREAS, the City desires to provide closed captioning services for City Council meetings that are streamed live on the City of Huntsville's website and replayed on the City's government access channel; and

WHEREAS, Tennessee Captioning, LLC has the experience and expertise providing such closed captioning services.

NOW, THEREFORE, in consideration of the wishes of both parties to enter into agreement, the parties agree as follows:

1. Scope of Work and Fees

a) Services

Contractor will provide closed captioning services for Huntsville City Council meetings as needed and according to industry best practices. The City will provide adequate notice to Tennessee Captioning, LLC advance notice of when their services are required.

b) Pricing

Tennessee Captioning, LLC will provide captioning for council meetings and charge a two (2) hour minimum fee at \$95.00 per hour.

Time frames beyond the two (2) hour minimum will be charged in fifteen (15) minutes increments at \$23.75.

c) Billing

Tennessee Captioning, LLC will bill the City of Huntsville once per month at the end of each month. Payment will be submitted to Tennessee Captioning 8367 Greenvale Drive, Nashville, Tennessee 37227.

2. Term

President of the City Council of the
City of Huntsville, Alabama
Date: _____

The term of this Agreement shall be from August 1, 2016 through July 31, 2017

3. Termination for Cause

If Tennessee Captioning, LLC fails to perform its obligations under this agreement in a timely and professional manner, then the City of Huntsville shall inform Tennessee Captioning, LLC of any deficiencies and require said deficiencies to be corrected within fourteen (14) days. If Tennessee Captioning fails to correct the said deficiencies within the stated time period, then the City of Huntsville may terminate this agreement for cause and shall have no further obligation to Tennessee Captioning, LLC.

4. Tennessee Captioning, LLC to Bear Its Own Expenses

Any and all expenses incurred by Tennessee Captioning, LLC in the performance of its obligations under this contract shall be the sole responsibility of Tennessee Captioning, LLC. City shall not reimburse Tennessee Captioning for any such expenses.

5. Indemnity

Contractor, to the fullest extent permitted by law, shall indemnify and hold harmless the City, its elected and appointed officials, employees, agents and specified volunteers against all claims, damages, losses and expenses, including, but not limited to, attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to personal injury, including bodily injury sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, and (2) is caused by any negligent act or omission of Contractor or any of its consultants, or anyone directly or indirectly employed by it or anyone for whose acts it is legally liable. Such obligation should not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person or entity described in this paragraph.

[Signatures follow on the next page.]

IN WITNESS WHEREOF each of the parties hereto has caused this Agreement to be duly executed as of the date and the year first above written.

THE CITY OF HUNTSVILLE, ALABAMA
A municipal corporation

By: _____
Tommy Battle
Its: Mayor

ATTEST:

By: _____
Kenneth Benion
Its: Clerk-Treasurer

TENNESSEE CAPTIONING, LLC

By: _____
Its: _____

ATTEST:

By: _____
Its: _____