

7/1/2015

**73-R-15**

**A RESOLUTION**

**Authorizing the City Manager to Execute an Intergovernmental Agreement with the Evanston/Skokie School District No. 65 to Cost Share for a Video Telecommunications Specialist to Broadcast Meetings for Both Public Bodies**

NOW BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS:

**SECTION 1:** The City Manager is hereby authorized and directed to sign the Intergovernmental Agreement (the "**Agreement**") with the Evanston/Skokie School District No. 65 for the utilization of a video communications specialist to be hired by the City of Evanston. The Video Communications Specialist will be responsible for management of the City of Evanston and District 65's Channels 16 and 19. Responsibilities include inspection, maintenance, repair, and operation of broadcast production and broadcast system for both channels. The Agreement is attached hereto as Exhibit A and incorporated herein by reference.

**SECTION 2:** The City Manager is hereby authorized and directed to negotiate any additional conditions of said Agreement that he deems to be in the best interests of the City.

**SECTION 3:** This resolution shall be in full force and effect from and after its passage and approval, in the manner provided by law.

Elizabeth B Tisdahl  
Elizabeth B. Tisdahl, Mayor

Attest:

Rodney Greene  
Rodney Greene, City Clerk

Adopted: September 15, 2015

**EXHIBIT A**

**INTERGOVERNMENTAL AGREEMENT**

## INTERGOVERNMENTAL AGREEMENT

**THIS INTERGOVERNMENTAL AGREEMENT** is entered into as of the latest date following the signatures hereon, by and between the EVANSTON/SKOKIE SCHOOL DISTRICT NO. 65, Cook County, Illinois (hereinafter "**District 65**"), and the CITY OF EVANSTON, an Illinois municipal corporation and home rule unit as described in the Illinois Constitution (hereinafter "**City**"), collectively referred to as the "**Parties**".

### WITNESSETH

**WHEREAS**, pursuant to Section 10 of Article VII of the Illinois Constitution of 1970, and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. public agencies may contract or otherwise associate among themselves, or transfer any power or function, in any manner not prohibited by law or ordinance; and

**WHEREAS**, the Parties are "public agencies" within the meaning of the Illinois Intergovernmental Cooperation Act; and

**WHEREAS**, the City and District 65 desire to enter into this Agreement to continue to share resources to better the community; and

**WHEREAS**, the City will be hiring an individual to serve as the City's video communications specialist, with many roles and responsibilities including taking video and providing live coverage of public meetings of the City ("**Video Communications Specialist**" or "**Specialist**"); and

**WHEREAS**, District 65 seeks to utilize the Video Communications Specialist for the taping and providing live coverage of District 65 public meetings and the parties wish to associate, cooperate, and enter into an intergovernmental agreement for utilization of the City Videographer at District 65 Board meetings and Finance meetings; and

**WHEREAS**, this Agreement shall be executed in addition and shall have no effect upon any other mutual aid agreements or other agreements between the Parties; and

**NOW, THEREFORE**, in consideration of the foregoing recitals, and the mutual covenants and undertakings hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, it is agreed between the Parties hereto, as follows:

- A. The foregoing recitals are incorporated herein as if fully set forth hereby.
- B. The City Manager, or his designee, shall administer this Agreement on behalf of the City and the Superintendent, or his designee, shall administer this Agreement on behalf of District 65.
- C. The Parties acknowledge that each party shall bear their own cost and expenses incurred to comply with terms of this IGA.

- D. Fee. District 65 will remit Twenty-Five Thousand and no/100 Dollars (\$25,000) annually to the City of Evanston in consideration of the Video Communications Specialist services that will be provided to District 65 by a City employee under the terms of this IGA. The first annual payment will be due on or before September 1, 2015 and on or before August 1<sup>st</sup> for the remainder of the Term and any renewal terms.
- E. Term.
1. The term for the IGA shall commence on August 1, 2015 and end on July 31, 2017 (2 years) (the "IGA Term"). The IGA Term may be renewed for one year by written consent of the parties up to three times.
  2. Service Terms.
    - a. The Video Communications Specialist shall provide on-site technical support for equipment repairs from Monday – Friday. The specialist will also provide on-site technical support during the live broadcast.
    - b. Broadcast Operations:
      - i. Meeting Coverage: The Specialist or his/her designee will record the District 65 Board meetings and Finance meetings under this IGA.
      - ii. The Video Communications Specialist or his/her designee is responsible for preparing, testing, operating and recording using Tricaster Live Switcher for live District 65 Board meetings and Finance meetings.
      - iii. The Specialist is responsible for scheduling and supervising live production operators, create graphics (lower thirds and slates) for live broadcast, edit recorded meetings, convert video files into broadcast and streaming formats, create weekly playback schedule of the latest meetings, maintain District 65 You Tube Channel.
      - iv. Broadcast Engineering: The Video Communications Specialist shall maintain live production and head-end equipment (all broadcast equipment), including hardware repairs, part replacements, and upgrades.
      - v. The Broadcast equipment covered includes: Tricaster live switcher, audio mixer (broadcast), broadcast audio and video cables, fiber optic broadcast encoder and decoder connections and feed, video recorder, media storage unit, broadcast distribution system (UltraNexus Channel #2), Channel 19 Video Server, and Streaming Computer.

- vi. The Video Communications Specialist will only inspect and make recommendations on upgrades and repairs of equipment under warranty or vendor tech support in case such modifications can potentially void equipment warranty. District 65 must notify Specialist of all equipment that is under warranty or technical support plan.
  - c. Turnaround Times for Video to District 65:
    - i. Emergency Technical Support Response: same day.
    - ii. Non-Emergency Technical Support: 3-5 business days
    - iii. First Run of Recorded Meetings on Channel 19: If the meeting is recorded via Tricaster, the video will be complete in 48 hours and if recorded by manned camera, the video will be completed in 4 business days.
    - iv. First Run of Recorded Meetings on District 65 YouTube Channel: Within 48 hours.
  - d. The City cannot guarantee that the Video Communications Specialist is available if District 65 schedule changes in less than two business days.
  - e. Television signal is provided through Comcast and AT&T. The City cannot guarantee that the television signal will not be interrupted or out of service. If a disruption in service occurs, the City will contact Comcast and AT&T to address the disruption.
  - f. Special set-ups: If District 65 needs a special set-up for a meeting (layout changes/equipment additions and modifications), the Video Communications Specialist must receive 2 business days' notice in order to meet the request.
  - g. Content on Channel 19: District 65 is responsible for all content aired on Channel 19. Video Communications Specialist will include third-party content on Channel 19 upon District 65's request and authorization.
- F. The Video Communications Specialist is responsible for management of the City and District 65's Channels 16 and 19. Responsibilities include inspection, maintenance, repair, and operation of broadcast production and broadcast system for both channels. The Video Communications Specialist bears responsibility for broadcasting a variety of public meetings throughout the City of Evanston and School District 65. The broadcast of the meetings provide a portal into local government that residents and other stakeholders expect and rely on to gain information on local events, processes, and public issues.

- G. The Parties agree to cooperate fully, to execute any and all supplementary documents, and to take all additional actions which are consistent with and which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.
- H. In the event of any substantive breach of the terms and conditions of this Agreement, the aggrieved party shall notify the party alleged to be in breach of the nature of the breach. The party alleged to be in breach shall have ten (10) days to cure the breach; if the nature of the breach is such that a cure cannot reasonably be effected within ten (10) days, the party alleged to be in breach shall not be held in default so long as it commences a cure in the ten (10) day period and diligently pursues completion thereof. Upon default of this Agreement, the non-defaulting party shall have all legal and equitable remedies arising from the breach.
- I. Indemnification:
- (a) To extent authorized by the laws of the State of Illinois, the City shall indemnify and hold District 65 harmless against any and all claims, demands, damages, liabilities and costs incurred by District 65 which resulted from any negligent act or omission of the City, its agents, or employees, pertaining to its activities and obligations under this Agreement.
- (b) To extent authorized by the laws of the State of Illinois, the District 65 shall indemnify and hold City harmless against any and all claims, demands, damages, liabilities and costs incurred by City which resulted from any negligent act or omission of District 65, its agents, or employees, pertaining to its activities and obligations under this Agreement.
- J. All notices required to be given hereunder shall be in writing and shall be properly served on the date delivered by courier or on the date deposited, postage prepaid, with the U.S. Postal Service for delivery *via* certified mail, return receipt requested, addressed:

***If to City:***

Wally Bobkiewicz  
 City Manager  
 City of Evanston  
 2100 Ridge Avenue  
 Evanston, IL 60201

W. Grant Farrar  
 Corporation Counsel  
 City of Evanston  
 2100 Ridge Avenue  
 Evanston, IL 60201

***If to District 65:***

Dr. Paul Goren  
 Superintendent  
 1500 McDaniel Avenue  
 Evanston, IL 60201

- K. This Agreement shall be binding to the Parties and their respective successors, including successors in office.
- L. This Agreement is governed by and shall be construed in accordance with the laws of the State of Illinois.
- M. No amendment, waiver, or modification of any term or condition of this Agreement shall be binding or effective for any purpose unless expressed in writing and adopted by each of the Parties as required by law.
- N. This Agreement expresses the complete and final understanding of the Parties with respect to the subject matter as of the date of its execution. The Parties acknowledge that no representations have been made which have not been set forth herein.
- O. In the event that any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
- P. This Agreement may not be assigned by either Party without the prior written consent of the other Party, which consent will be granted or denied at the Party's sole discretion.
- Q. This Agreement is for the benefit of the Parties and no other person is intended to or shall have any rights, interest or claims under this Agreement or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.
- R. The undersigned represent that they have the authority of their respective governing authorities to execute this Agreement.

**WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed by the Superintendent of the Evanston/Skokie School District No. 65 and the City Manager of the City of Evanston. Their signatures are attested to by the respective clerks of these municipalities, and their respective corporate seals have been hereunto affixed on the day and year written below.

**EVANSTON/SKOKIE SCHOOL  
DISTRICT NO. 65:**

By: \_\_\_\_\_ Attest: \_\_\_\_\_  
 Superintendent [Seal]  
 Date: \_\_\_\_\_

**CITY OF EVANSTON:**

By: \_\_\_\_\_ Attest: \_\_\_\_\_  
 City Manager City Clerk

Date: \_\_\_\_\_

[Seal]