

5/8/2019
5/16/2019

51-R-19

A RESOLUTION

Authorizing the City Manager to Execute an Intergovernmental Agreement with the Evanston/Skokie School District No. 65 to Cost Share for a Broadcast Operations 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 Broadcast Operations Specialist to be hired by the City of Evanston. The Broadcast Operations 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.

Attest:

Edwards Gomez

Devon Reid, City Clerk

Edwards Gomez, Deputy City Clerk

Adopted: October 14, 2019

Stephen H. Hagerty
Stephen H. Hagerty, Mayor

Approved as to form:

Michelle L. Masoncup

Michelle L. Masoncup, Corporation Counsel

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 BOARD OF EDUCATION OF 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 Broadcast Operations Specialist, with many roles and responsibilities including taking video and providing live coverage of public meetings of the City (“Broadcast Operations Specialist”); and

WHEREAS, District 65 seeks to utilize the Broadcast Operations 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 Broadcast Operations Specialist 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 shall remit Thirty-Five Thousand and no/100 Dollars (\$35,000) annually to the City of Evanston in consideration of the Broadcast Operations Specialist services that shall be provided to District 65 by a City employee under the terms of this IGA. The first annual payment shall be due on or before July 1, 2019 and on or before June 1st for the remainder of the Term and any renewal terms.

E. Term.

1. The term for the IGA shall commence on June 1, 2019 and end on June 30, 2022 (3 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 Broadcast Operations Specialist shall provide on-site technical support for equipment repairs from Monday – Friday. The Broadcast Operations Specialist shall also provide on-site technical support during the live broadcast, when operational issues are detected.

b. Broadcast Operations:

i. District 65 shall be responsible for contracting a videographer (the "Live Production Operator") to record all meetings. District 65 shall pay any and all costs related to contracting for the Live Production Operator. The Broadcast Operations Specialist can assist District 65 as necessary to identify qualified individuals to perform videography work.

ii. Meeting Coverage: The Live Production Operator shall record the District 65 Board meetings and Finance meetings under this IGA.

iii. The Broadcast Operations Specialist or his/her designee is responsible for preparing, testing the equipment listed in paragraph E(2)(B)(v), and the Live Production Operator is responsible for operating and recording using Tricaster Live Switcher for live District 65 Board meetings and Finance meetings.

iv. The Broadcast Operations 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.

v. Broadcast Engineering: The Broadcast Operations Specialist shall maintain live production and head-end equipment (all

broadcast equipment), including hardware repairs, part replacements, and upgrades.

- vi. The Broadcast Equipment covered includes: Tricaster live switcher, audio mixer (broadcast), broadcast audio and video cables, tabletop microphones, 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. District 65 staff shall consult with the Broadcast Operations Specialist prior to making all repairs, upgrades or any modification to the equipment listed in this paragraph. District 65 shall secure Broadcast Equipment when it is not in use.
 - vii. The Broadcast Operations Specialist shall 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 the Broadcast Operations 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 shall be complete in 3 business days and if recorded by manned camera, the video shall be completed in 5 business days.
 - iv. First Run of Recorded Meetings on District 65 YouTube Channel: within 3 business days.
- d. If District 65's schedule changes, District 65 shall provide notice at least two (2) business days prior to the date the District requires the services of the Broadcast Operations Specialist. The City cannot guarantee that the Broadcast Operations Specialist is available if District 65 does not provide the required notice.
- e. Recorded meetings and broadcast equipment issues that occur while the Broadcast Operations Specialist is on vacation shall be handled upon his return.
- f. Television signal is provided through Comcast and AT&T. The City cannot guarantee that the television signal shall not be interrupted or out

omission of District 65, its agents, or employees, pertaining to its activities and obligations under this Agreement.

- J. Insurance: District 65 and the City shall each maintain general liability insurance and shall name the other party, its Board members, and employees as additional insured on a primary non-contributory basis and shall make copies of the certificates of insurance available to the other party. In addition, the City shall provide Workers' Compensation Insurance covering all costs, statutory benefits, and liabilities under State Workers' Compensation and similar laws for the City's employees. The Workers' Compensation Insurance must provide an alternative employer endorsement.
- K. Relationship of the Parties: District 65 and the City are independent legal entities. Nothing in this Agreement shall be construed to create the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Neither District 65 nor the City nor any of their respective agents or employees have the authority to bind the other party to any third person or to otherwise act in any way as the representative of the other. The City shall be responsible for making direct payment of all compensation to its personnel, including the Broadcast Operations Specialist.
- L. The City shall be responsible for all employment benefits of its personnel, including without limitation workers' compensation. The City's employees, including the Broadcast Operations Specialist, are not eligible for and shall not receive any employment benefits from District 65. Any employee claim related to this Agreement shall be as an employee of the City, and District 65 shall have no obligation whatsoever to provide workers' compensation or any other remedy or recourse to any City employee. The City shall not employ the Live Production Operator.
- M. Taxes: The City acknowledges and agrees that the City and its employees shall be solely responsible for paying the appropriate amount of all federal, state, and local income taxes, self-employment taxes or other taxes with respect to all compensation paid to the City hereunder, and that District 65 shall have no responsibility whatsoever for withholding or paying any such taxes for or on behalf of the City or its employees. The City further agrees to indemnify and hold District 65 harmless from and against any damages, losses, expenses, or penalties arising from or in connection with any claim brought by any federal, state, or local taxing authority with regard to the City's or its employee's failure to pay required taxes or failure to file required forms with regard to compensation paid by District 65 under this Agreement.
- N. 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

Michelle Masoncup
Corporation Counsel
City of Evanston
2100 Ridge Avenue
Evanston, IL 60201

If to District 65:

Superintendent
1500 McDaniel Avenue
Evanston, IL 60201

- O. This Agreement shall be binding to the Parties and their respective successors, including successors in office.
- P. This Agreement is governed by and shall be construed in accordance with the laws of the State of Illinois. Jurisdiction and venue for all disputes hereunder shall be the Circuit Court located in Cook County, Illinois, or the federal district court for the Northern District of Illinois.
- Q. 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.
- R. 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.
- S. 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.
- T. This Agreement may not be assigned by either Party without the prior written consent of the other Party, which consent shall be granted or denied at the Party's sole discretion.
- U. 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.
- V. The undersigned represent that they have the authority of their respective governing authorities to execute this Agreement.

[Remainder of page intentionally left blank; signature page to follow.]

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.

**BOARD OF EDUCATION OF
EVANSTON/SKOKIE SCHOOL
DISTRICT NO. 65:**

Attest: _____

By: _____
Superintendent

[Seal]

Date: _____

CITY OF EVANSTON:

By: _____
City Manager

Attest: _____
City Clerk

Date: _____