

INTERLOCAL AGREEMENT
Between the City of Gainesville and Alachua County
for Government Access Television Channel Character Generation and
Signal Switching

THIS AGREEMENT is made and entered into this _____ day of _____, 2000, by and between the CITY OF GAINESVILLE, a municipal corporation of the State of Florida, hereinafter referred to as the "CITY", and ALACHUA COUNTY, a charter county and a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY".

The parties hereto mutually agree to the following:

WHEREAS, the CITY and COUNTY each have Local Franchise Agreements with Cox Communications, Inc. that grant the CITY and the COUNTY program rights on a Government Access Television Channel; and

WHEREAS, the CITY and COUNTY and School Board of Alachua County currently share use of this Government Access Channel for broadcasting various governmental meetings, events calendars, and other governmental programming; and

WHEREAS, it has become necessary for the CITY to install new "character generation" and "signal switching" equipment in order to appropriately utilize the shared Government Access Channel; and

WHEREAS, the CITY and COUNTY have determined that it is in their best interests for the COUNTY to utilize the CITY's new "character generation" and "signal switching" capabilities in return for the COUNTY contributing to the purchase of the required equipment; and

WHEREAS, this Agreement is authorized by the provisions of Section 163.01, Florida Statutes, which authorizes the exercise by agreement of two or more public agencies of any power common to them;

IT IS HEREBY MUTUALLY AGREED between the CITY and COUNTY that:

1. Payment: The COUNTY agrees to contribute fifteen thousand dollars (\$15,000) to the CITY for the purchase of new “character generation” and “signal switching” equipment as listed in Appendix “A”. The CITY shall use the COUNTY’s fifteen thousand dollars (\$15,000) and fifteen thousand dollars (\$15,000) of its own funds to purchase the equipment listed in Appendix “A”. The CITY shall retain all ownership rights and privileges of said equipment. In the event that the cost of the purchase and installation of the equipment listed in Appendix “A” does not total thirty thousand dollars (\$30,000), the CITY shall refund the COUNTY one half of the remaining balance.

2. Scope of Services: The CITY shall provide character generation and signal switching capability to the COUNTY with the equipment that the CITY purchases as part of this Agreement. The CITY will not require any additional compensation from the COUNTY for the use of that character generation and signal switching equipment which the COUNTY has assisted in purchasing. The CITY and COUNTY shall each be responsible for the creation of their own character product. The COUNTY shall provide the CITY with its character product in a compatible electronic format, typically in the form of “Adobe Photoshop” files or other similar file types, using file transfer methods or computer disks compatible with the CITY’s equipment. The CITY will use its equipment to broadcast the COUNTY’s and its own character files on

the Government Access Channel. The City will provide training on and access to its character generation and signal switching equipment for COUNTY personnel as deemed appropriate by the CITY's Facilities Management Department.

3. Non-Agency Relationship: It is mutually agreed that the CITY shall not be the agent of the COUNTY with respect to the operation of the character generation and switching equipment, and that the CITY shall not be held responsible for any technical or operational difficulties which may result in signal broadcast problems.

4. Scheduling: The scheduling of programming air-time for both the City and County shall be equal and fair with priority given to live broadcasts of City Commission and County Commission meetings equally. At the City's and County's discretion, airtime will also be provided for meetings of the School Board of Alachua County. A twelve (12) month programming schedule shall be maintained by the CITY, and time slots shall be allocated on a first-come first-serve basis within the same priority class as specified in Appendix "B". The schedule shall be updated monthly and changes may be made as needed through mutual agreement of the CITY's Facilities Management Department and the COUNTY's Public Information Officer. Scheduling conflicts will be resolved through mutual agreement of the CITY's Facilities Management Department and the COUNTY's Public Information Officer. Character broadcasting will be available when live or taped meetings or other programming is not scheduled. The character generator signal is the Government Access Channel system's default signal and character text will scroll continuously when other programming is not being broadcast. The City

Manager reserves the right to determine the appropriateness and scheduling of any broadcast signal originating from the CITY.

5. Compliance: This agreement shall be monitored by the CITY's Facilities Management Department and the COUNTY's Public Information Office to ensure compliance.

6. Sovereign Immunity. COUNTY, as a subdivision of the State of Florida as defined in Section 768.28, Florida Statutes, agrees to be fully responsible for its negligent acts or omissions which in any way relate to or arise out of the Agreement. The CITY, as a municipal corporation of the State of Florida as defined in Section 768.28, Florida Statutes, agrees to be fully responsible for its negligent acts or omissions which in any way relate to or arise out of the Agreement. Nothing herein shall be construed as consent by an agency, subdivision or municipal corporation of the State of Florida to be sued by third parties in any matter arising out of this contract or as a waiver of sovereign immunity by any party to which sovereign immunity applies.

7. Amendment. This agreement may be amended in writing by consent of the parties hereto, which shall become effective in the same manner as provided in paragraph 8 below.

8. The Effective Date. This Agreement and any amendments thereto shall become effective upon recording by the COUNTY in the Public Records of Alachua County, Florida.

9. Term and Renewal. This Agreement shall continue in force and effect through the period of the current Local Cable Franchise Agreement, which

terminates October 1, 2003, with an option to renew upon mutual request by the City Manager and the County Manager. Either party may terminate the Agreement by notifying the other party in writing at least thirty (30) days prior to the effective date of its termination. In the event the CITY terminates the Agreement, or the COUNTY terminates this Agreement for cause prior to October 1, 2003, the CITY shall refund the COUNTY a prorated portion of its original contribution as calculated using a monthly proration method applied to the total months from the Agreement's effective date through the original termination date.

10. Notice: All notices required to be delivered to CITY or COUNTY shall be delivered by U.S. Mail or facsimile to the respective parties at the addresses below, unless notified in writing of a change of address:

With respect to CITY: City Manager

P.O. Box 490, Box #6

Gainesville, FL 32602

Phone: 352-334-5010

Fax: 352-334-3119

With respect to COUNTY: County Manager

P.O. Box 2877

Gainesville, FL 32602

Phone: 352-374-5210

Fax: 352-338-7363

IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be affixed hereto by proper officers.

ATTEST:

ALACHUA COUNTY, FLORIDA

J.K. "Buddy" Irby,
Clerk of the Circuit Court

By: _____
Chair
Board of County Commissioners

APPROVED AS TO FORM

County Attorney

WITNESS:

CITY OF GAINESVILLE

By: _____
City Manager

**APPROVED AS TO FORM AND
LEGALITY:**

City Attorney

APPENDIX A

Equipment required for Government Access Channel character generation upgrades and signal switching upgrades

<u>Qty.</u>	<u>Description</u>
1	Channelmatic dial-up AutoSwitcher
1	Media Play GRAC; desktop version with Adobe P.S. & modem
1	Media Play GRAD; rack mount version
1	Adtec PC Lite controller; 8 input, rack mount version
4	Sony SVO 1430 video tape recorders
4	Interfaces; Adtec to Sony VHS decks
2	Interfaces; Adtec to Sony VO 5800 decks
2	Panasonic PV-M1367AD monitors (or comparable)
1	Marantz PMD 370 CD player
5	Background music CDs (generic lite jazz)
2	Blonder-Toungue ZDM-806 agile demodulators (or comparable)
2	Soundolier 100-61 floor cabinets (or comparable; 6 ft. steel)
5	Soundolier SH19-3 rack shelves (or comparable; 2 rack space each)
2	Mid-Atlantic SSL economy sliding shelves
1	Pentium PC with Monitor and Zip Drive
1	Hewlett Packard Deskjet Printer

APPENDIX B

GOVERNMENT ACCESS CHANNEL PROGRAMMING SCHEDULING PRIORITIES AND PROCEDURES

Government Access Channel Programming Priority Level Classes

1. Emergency Broadcasts
2. Live Meetings:
 - City Commission Meetings
 - County Commission Meetings
 - Joint City & County Board and Committee Meetings
 - City Board and Committee Meetings
 - County Board and Committee Meetings
3. Taped Rebroadcasts of Meetings:
 - City Commission Meetings
 - County Commission Meetings
 - Joint City & County Board and Committee Meetings
 - City Board and Committee Meetings
 - County Board and Committee Meetings
4. Public Safety Programming
5. Public Services Programming
6. City and County Department Specific Programming
7. Scrolling Text: Bulletin Boards, Calendar of Events