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MOD

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 _____, 2004, 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 the Alachua County Department of Emergency Management 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 and COUNTY to purchase and install new "digital processing" and "playback" equipment in order to appropriately utilize the Government Access Channel; and

WHEREAS, this Agreement is authorized by the provision so if 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 pay to the CITY 36.3% of the cost of "digital processing" and "playback" equipment as listed in Appendix "A". The CITY shall invoice the COUNTY upon ordering the equipment and the County shall have 45 days to pay the invoice. The COUNTY's share of this purchase shall not exceed \$40,000.00. The equipment will be jointly owned with 63.7% ownership to the CITY and 36.3% ownership to the COUNTY, except that the COUNTY percent ownership will be adjusted to reflect the actual total cost of equipment listed in Appendix "A", if the COUNTY's share of the total cost exceeds the maximum dollar limit set by the COUNTY.

2. Scope of Services: The CITY shall provide digital processing and playback capability to the COUNTY with the equipment that the CITY and COUNTY purchases as part of this Agreement. The CITY will not require any additional compensation from the COUNTY for the use of that digital processing and playback equipment, which the COUNTY has assisted in purchasing, with the exception of the following: annual software licensing and maintenance fees and any other repair, replacement or maintenance of equipment shall be borne by the CITY and the COUNTY at 50% each. The CITY and COUNTY shall each be responsible for the creation of their own program content. The COUNTY shall provide the CITY with its program content in a compatible electronic format, as agreed to by both parties, using file transfer methods or computer disks compatible with the CITY's equipment. The CITY will incorporate the existing character generating hardware and software into the new equipment to broadcast

the COUNTY's and its own character files on the Government Access Channel. The City will provide training and 24 hour, seven days a week access to the digital processing and playback equipment for COUNTY personnel as agreed upon by the CITY's Marketing and Communication Department and the COUNTY's Communication Coordinator.

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 digital processing and playback equipment and the COUNTY shall not be the agent of the CITY. It is further agreed 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 program air-time for both the CITY and COUNTY shall be equal and fair with equal priority given to live broadcasts. At the CITY's and COUNTY's discretion, airtime will be provided for meetings of external agencies as specified in Appendix B. CITY and COUNTY staff shall each retain responsibility for their respective data input into the new scheduling software. A twelve (12) month programming schedule shall be maintained cooperatively by the CITY and COUNTY, 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 agreement of the CITY's Marketing and Communications Director and the COUNTY's Communications Coordinator. Scheduling conflicts will be resolved through mutual agreement of the CITY's

Marketing and Communications Director and the COUNTY's Communications Coordinator. Character generated broadcasting will be available when live or taped meetings or other programs are not scheduled. The character generator signal is the Government Access Channel system's default signal and character text will scroll continuously if other programming is not being broadcast.

Channel 12 is to be used as a Government Access channel only; it is not a Public Access channel. Only programming produced by, or approved by the CITY and/or COUNTY will be aired.

5. Compliance: This agreement shall be monitored by the CITY's Marketing and Communications Director and the COUNTY's Communication Coordinator 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 related 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 used by the third parties in any matter arising out of this contract or as a waiver of sovereign immunity by any party 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 hereto shall become effective upon signing and shall be recorded by the COUNTY in the Public Records of Alachua County, Florida, within four days of execution. The COUNTY shall furnish to the CITY a certified copy of the document so recorded.

9. Term and Renewal. This Agreement shall continue in force and effect for 5 years, and may be extended from year to year for a maximum term of 9 years total upon agreement of both parties.

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 or Designee

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 Circuit Court

By: _____
Chair
Board of County Commissioners

APPROVED AS TO FORM

County Attorney

NOTARIZATION:

CITY OF GAINESVILLE

By: _____
City Manager

APPROVED AS TO FORM AND
LEGALITY:

City Attorney

APPENDIX A

Equipment required for Government Access Channel DPP upgrades and signal switching upgrades.

APPENDIX "A"

THE DIGITAL TV BROADCASTS SYSTEM PROPOSAL PROVIDES FOR THE CAPTURE, STORAGE, SCHEDULING, AND PLAYBACK OF DIGITAL AUDIO AND VIDEO PROGRAMS WITH THE ABILITY TO SWITCH BETWEEN MULTIPLE INPUTS, SUCH AS, LIVE MEETINGS, SATELLITE FEEDS, ETC.

GENERAL REQUIREMENTS:

THE CONSULTANT SELECTED WILL PROVIDE THE FOLLOWING SERVICES, INCLUDING BUT NOT LIMITED TO: THE VENDOR SHALL RECOMMEND ALL NECESSARY HARDWARE AND SOFTWARE NEEDED TO BE PURCHASED. THIS RECOMMENDATION MUST INCLUDE MAINTENANCE PLANS, SPACE REQUIREMENTS, POWER REQUIREMENTS AND MUST MEET THE MINIMUM SPECIFICATIONS OUTLINED BELOW

B. MINIMUM REQUIREMENTS

- 1 COMPUTER WITH EDITING AND SCHEDULING SOFTWARE
- 1 COMPUTER WITH ENCODING AND FILING SOFTWARE
- 1 MPEG 2 COMPLIANT VIDEO FILE SERVER WITH ENCODERS AND DECODERS (480 GB RAID SYSTEM, APPROX.) **PROVIDE OPTION FOR 2ND SERVER
- 2 SONY DSR-45 RECORDERS FOR INGEST (OR EQUIVALENT)
- 2 SONY SVP-5600 S-VHS PLAYERS FOR PLAYBACK (OR EQUIVALENT)
- 4 RS-422 INTERFACES
- 1 10X1 A/V SWITCHER\ ROUTER
- 1 AUDIO PROCESSOR\ COMPRESSOR, LIMITER, EXPANDER
- 1 WAVEFORM MONITOR\ VECTOR SCOPE (VIDEOTEC OR EQUIVILALENT)
- 1 MANUAL CONTROL OPTION
- 1 ALL NECESSARY AUDIO AND VIDEO MONITORS
- 1 ALL NECESSARY HARDWARE, CABLING AND SURGE PROTECTION
- 1 INSTALLATION AND TRAINING
- 1 3-YEAR SOFTWARE LICENSE AND MAINTENANCE PROGRAM WITH ANNUAL RENEWAL OPTIONS

APPENDIX B

Government Access Channel Programming Schedule Priorities and Procedures

Appendix B

City of Gainesville/Alachua County Government Access Cable Channel 12 Operations Policy – Program Switching July 10, 2003

Priorities for programming

1. Emergency information during events
2. Live regular meetings of the City Commission and the of Board of County Commissioners
3. Live workshops of the City Commission and of the Board of County Commissioners
4. Regular meetings of the Alachua County School Board and of the Alachua County Library District
5. Regular meetings of the Metropolitan Transportation Planning Organization (MTPO)
6. Live special meetings
7. Videotape meetings have the following priority:
 - Tape delayed broadcast of meetings
 - Videotapes produced by the City or County, including presentations taped during meetings and workshops that are of general interest on an ongoing basis
 - Government related public education videos
 - General interest video productions of Alachua County Schools
 - Other approved external agencies within Alachua County
 - Announcements and schedules on the character generator

The City and County staff will meet regularly to jointly develop a monthly programming calendar. This schedule will be reviewed and updated by the close of business each Friday.

Resolution of Scheduling Conflicts

1. When on-air scheduling conflicts occur, the Director of Marketing and Communications, or his/her designee, and the County Communications Coordinator will discuss solutions. Priority will be given to the meeting that is deemed to have the greatest public interest. If these two representatives are unable to reach an agreement, the City Manager and County Manager will resolve the conflict.
2. When specific on-air scheduling conflicts occur between regular and special meetings of equal priority, regularly scheduled meetings will take precedence.
3. When live meetings recess for 30 minutes or more, Channel 12 staff will switch feeds to join any other live local government meeting in progress that is capable of being televised.

Review of Programming

The Director of Marketing and Communications, or his/her designee, and the County Communications Coordinator will mutually agree on all programming before it airs. They will submit the monthly calendar to the City Manager and to the County Manager, either of whom may challenge planned programming. Challenges will be resolved by mutual agreement of the managers.

Material Broadcast on the Character Generator

Items considered appropriate for the character generator will include:

1. The broadcast schedule
2. News briefs
3. Governmental Job Announcements
4. Briefs about County or City services

Guidelines for Channel 12 Schedule

The City and County will work together to develop a programming schedule. This will have specific "shows," such as "The City Show," "Alachua County Talks," "School Zone" and "Police Beat."

Graphics Standards

The Director of Marketing and Communications, or his/her designee, will develop graphic standards, subject to approval by the City Manager and County Manager.