



MEMORANDUM

TO: Phillipa Guthrie
FROM: Rick Dietz, Director, ITS
DATE: 12/04/2017
RE: CATS Funding Agreement

Funding Source:

Telecommunications Nonreverting Fund Services Account, line 5398 Community Access TV/Radio.

Total Dollar Amount of Contract: \$438,022

Expiration Date of Contract: 12/31/2018

Department Head Initials of Approval: RBD

Due Date For Signature: *ASAP*

17-037

Record Destruction Date (Legal Dept to fill in):

12/31/2022

PREVIOUSLY REVIEWED BY & RETURN SIGNED CONTRACT TO THIS ATTORNEY:

Barbara McKinney

ATTORNEY IS TO RETURN SIGNED CONTRACT TO THIS DEPARTMENTAL EMPLOYEE:

Rick Dietz

Summary of Contract:

This document codifies the annual funding agreement between the City of Bloomington and the Monroe County Public Library for the funding of CATS, Community Access Television Services. Funding for 2018 has been budgeted at \$438,022, a 1% increase from 2017. With your approval the City and CATS will continue its partnership in providing community access programming and City meeting broadcasts to our local community and beyond. This is the only agreement in this package drawing from City funds. We will make four quarterly payments to CATS totaling \$438,022 in 2018, all drawn from the Telecommunications Nonreverting Fund Services Account, line 5398 Community Access TV/Radio.

**CITY OF BLOOMINGTON and
MONROE COUNTY PUBLIC LIBRARY
CATS FUNDING AGREEMENT for 2018**

This Agreement is entered into on the 12th day of DECEMBER, 2017 at Bloomington, Indiana, by and between the Board of Public Works of the City of Bloomington, hereinafter referred to as the "City", the Monroe County Public Library, hereinafter referred to as "Library", and Community Access Television Services, hereinafter referred to as "CATS." CATS and the Library agree to provide services as set forth below and comply with all provisions of this Agreement, and the City agrees to provide funding as set forth below.

Article I. Services to be provided by Library.

CATS and the Library agree as follows:

- (a) To cablecast live coverage of City of Bloomington Common Council, Plan Commission, Board of Public Works, Board of Zoning Appeals, Board of Parks Commissioners, Bloomington Redevelopment Commission and Utilities Service Board meetings, if given at least one week's notice by the City of the meeting times. These meetings will also be replayed at least twice during the week they occur, and will be webcast as feasible by CATS. Upon request by the Office of the Mayor or City ITS Department, the Library will provide the City with free copies in the specified format of any of the above cablecast meetings or other meetings and events described elsewhere in this agreement.
- (b) To provide permanent archival digital storage of meetings which CATS cablecasts.
- (c) To provide off-premise secure backup (cloud backup is acceptable).
- (d) To provide live internet streaming of meetings.
- (e) To provide access to meetings through a browseable and searchable website.
- (f) To explore the following goals with the City in 2018 with the intent of deployment in 2019 or before:
 - i) To provide access to meetings through social media.
 - ii) To provide access to meetings through over-the-top video devices (via YouTube for instance.)
 - iii) To provide automated transcription of meeting content.
- (g) To produce weekly editions of "Pets without Partners" and provide cablecasts of other meetings and events, and to produce programs on community services and issues as

requested by the City. The content of all City public meetings broadcast by CATS shall be placed in the public domain, meaning that the work may be freely reproduced, distributed, transmitted, used, modified, built upon, or otherwise exploited by anyone for any purpose, commercial or non-commercial, and in any way, including by methods that have not yet been invented or conceived. CATS may not assert any copyright claim and no right shall attach to City public meeting broadcasts.

- (h) To provide quarterly financial reports to the City delineating the utilization of funds which Library has received for the support of CATS from the City of Bloomington, the Town of Ellettsville, Monroe County and any other source as well as funding received directly from Library.

The financial reports may be submitted in the format compatible with Library's normal budgeting information as is readily available through its existing accounting software. Budget lines shall include comparison of actual expenditures with budgeted amounts. Reports shall include a listing of all revenues designated for CATS by all entities contributing, including in-kind contributions from Library and other gifts, grants, etc., CATS receives.

Reports shall be submitted to the Information & Technology Services Department, the Office of the City Controller and the Office of the Mayor no later than 30 days after the following dates: March 31; June 30; September 30 and December 31. In addition, the Library shall provide on a timely basis such financial reports as requested by the City in addition to quarterly reports in the format as referenced above.

- (i) To oversee its allocation of the cable channels available to the City through the City's franchise, for the purposes of public access, educational and governmental cablecasting.
- (j) To use all grants and monies received by the Library from the City of Bloomington for the support of and usage by CATS only on costs directly related to the operations of CATS.

Article II. Designated use of Agreement Funds and Equipment.

The Library agrees to use Agreement funds and equipment as follows:

- (a) To pay for services rendered in accordance with this Agreement.
- (b) To utilize to the maximum extent feasible funds received from all sources of revenue.
- (c) To refund to the City of Bloomington funds received under this Agreement which may later be determined to have been received or expended in noncompliance with the Agreement as a result of audit by the State Board of Accounts or Library, pursuant to the terms of this Agreement.

- (d) To return all equipment made available through this Agreement within one week if requested by the City or upon termination of this Agreement.
- (e) To utilize equipment made available through this Agreement solely in the provision of services as outlined herein.

Article III. Data on Affirmative Action.

The Library agrees to implement an affirmative action plan which complies with the City's regulations for contractors. The Library will submit its affirmative action plan to the City's Contract Compliance Officer for review within ten days of signing this Funding Agreement, and shall make all necessary and reasonable changes to its plan to bring it into compliance within twenty days of notice from the Officer of any deficiencies.

Article IV. Funding Procedure.

To outline the system by which funds are to be transferred by the City to the Library, and to assure adequate documentation of disbursements by the City:

- (a) The Library will submit a signed claim voucher or invoice to the Information and Technology Services Department of the City of Bloomington, ITS, which will be processed in accordance with the City's normal practice for payments and reimbursements. Invoices may be submitted at the beginning of each quarter – January, April, July, and October.
- (b) The City will provide funding at the rate of \$109,505.50 quarterly for the calendar year beginning January 1, 2018, with the total not to exceed \$438,022.00.

Article V. Accounting Procedures.

The Library agrees to maintain accounting procedures that shall provide for:

- (a) All grants and monies received by the Library from the City of Bloomington, the Town of Ellettsville, Monroe County and any other source are solely intended for the support of and usage by CATS and shall not on any account be made available for use as Library general operating funds. If at the end of any fiscal year such grants or monies have not been expended on costs directly related to the operations of CATS, said grants or monies shall remain for future usage for support of the operations of CATS and shall not revert or be otherwise transferred to any fund for general usage by, or support of, Library.
- (b) Accurate, current, and complete disclosure of the financial results of its service program.
- (c) Records which identify adequately the source and application of funds for program supported activities.

(d) Effective control over and accountability for all funds, property and other assets. The Library will adequately safeguard all such assets and shall assure that they are used solely for authorized purposes.

Article VI. Program Monitoring and Library Reporting Requirements.

In addition to the financial reports described in Article I (h), the Library agrees to submit to the Information & Technology Services Department and the Board of Public Works at least quarterly a report which shall cover each month of the previous quarter's programming and usage of the cable channels, proposed or planned special programming for the future and an analysis of services provided to City residents.

Article VII. Access to Records.

The Library agrees that it will give the City of Bloomington, through an authorized representative, access to, and the right to examine all records, books, papers or documents related to the funding provided by this Agreement, for the purpose of making surveys, audits, examinations, excerpts, and transcripts.

Article VIII. Retention of Records.

The Library agrees that it will retain for a period of three years financial records, supporting documents, statistical records, and all other records pertinent to the funding provided by this Agreement, with the following exceptions:

- (a) These records shall be retained beyond the three-year period if audit findings have not been resolved, in which case such records shall be retained until any audit findings are resolved.
- (b) At the request of the City any records pertinent to the program funded by this Agreement are to be transferred to the City if the City determines that the records possess long-term retention value, in which case the Library shall be exempt from the three-year retention period above.

The three-year period mentioned herein is to be determined from the date of the Library's biennial audit.

Article IX. Termination of Agreement.

The Library agrees that this Agreement is subject to the availability of funds and that if funds become unavailable for the performance of this Agreement, the City may terminate the Agreement. If funds become unavailable, the City shall promptly notify the Library in writing of the termination and the effective date which must be at least 30 days from notification.

It is further agreed that the City or the Library may terminate funding in whole or in part when both parties agree that the continuation of the program would not produce beneficial results commensurate

with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date, and, in the case of partial terminations, the portion to be terminated. The Library shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The City shall allow full credit to the Library for the allocable portion of noncancellable obligations, properly incurred by the Library prior to termination.

Article X. Forfeiture of Funds for Noncompliance.

It is agreed that the City may terminate any funding, in whole or in part, at any time before the date of completion of the program, whenever it is determined that the Library has failed to comply with the conditions of this Agreement, or with other conditions imposed by the laws, rules and regulations to which this Agreement refers. The City shall promptly notify the Library in writing of the determination and the reasons for the determination, together with the effective date. Payments made to the Library or recoveries by the City under funding terminated for cause shall be in accord with the legal rights and liabilities of the parties.

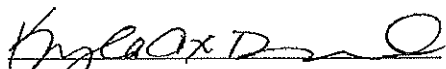
Article XI. Verification of Work Status.

The Library certifies that it is enrolled in the E-Verify program and has verified the work eligibility status of all newly hired employees through the E-Verify program, unless the E-Verify program no longer exists, and that signing this contract serves as an affidavit affirming that the Library does not knowingly employ an unauthorized alien.

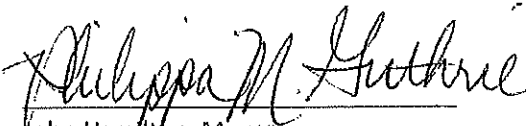
Article XII. Investment Activities in Iran

In Witness whereof, the parties hereto have caused this Agreement to be executed on the dates following their signatures. The latest of the dates shall constitute the starting date of this Agreement.

CITY OF BLOOMINGTON

By: 
Kyla Cox Deckard, Board of Public Works

Date: DECEMBER 12TH, 2017

By: 
John Hamilton, Mayor

Date: 12-13-17

MONROE COUNTY PUBLIC LIBRARY:

By: Marilyn Wood
Marilyn Wood, Director

Date: 1/8/18

COMMUNITY ACCESS TELEVISION SERVICES:

By: Michael White
Michael White, General Manager

Date: 1/18/18

CITY OF BLOOMINGTON
Controller
Reviewed by: [Signature]
DATE: 12/6/17
FUND/ACCT: 401-25-370

CITY OF BLOOMINGTON
Legal Department
Reviewed By: [Signature]
DATE: 12/5/17