



CONTRACT COVER MEMORANDUM

TO: Colleen Newbill, Attorney, Legal
FROM: Rick Dietz, Director, ITS
DATE: 11/06/2023
RE: 2024 Community Access Television Services (CATS) funding agreement

Contract Recipient/Vendor Name:	Community Access Television Services (CATS)
Department Head Initials of Approval:	RBD
Responsible Department Staff: <i>(Return signed copy to responsible staff)</i>	Victoria Jones, ITS Office Manager
Responsible Attorney: <i>(Return signed copy to responsible attorney)</i>	Colleen Newbill
Record Destruction Date: <i>(Legal to fill in)</i>	1/2035
Legal Department Internal Tracking #: <i>(Legal to fill in)</i>	23-597
Due Date For Signature:	December 8, 2023
Expiration Date of Contract:	December 31, 2024
Renewal Date for Contract:	January 1, 2025
Total Dollar Amount of Contract:	\$464,969.00
Funding Source:	153-28-280000-53980
W9/EFT Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes
Affirmative Action Plan Complete (if applicable): <i>(Staff Member of Responsible Dept. to fill in)</i>	
Procurement Summary Complete: <i>(Staff Member of Responsible Dept. to fill in)</i>	Yes

Summary of Contract:

2024 Community Access Television Services Agreement (CATS)

The purpose of this agreement is to codify services provided by Community Access Television Services (CATS) and to codify the funding and accounting procedures, and equipment agreements provided by the City.

MEMORANDUM

TO: Board of Public Works
FROM: Rick Dietz
SUBJECT: 2024 ITS Agreements
DATE: 11/06/2023
CC: Beth Cate, Colleen Newbill

Board of Public Works Members,

I have a few annual agreements for your consideration covering funding for Community Access Television Services CATS, BDU use, and agreements with PEG content providers.

2024 CATS Funding Agreement

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 2024 has been budgeted at \$464,969.00, a 1% increase from 2023. 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. We will make four quarterly payments to CATS totaling \$464,969.00 all drawn from the City's new Economic Development Local Income Tax (LIT) fund, line 53980 Community Access TV/Radio.

2024 PEG Content Provider Agreements (CATS & WTIU)

The purpose of these agreements is to codify mutually agreeable conditions for the programming of the City of Bloomington's PEG (Public, Education and Government) channel assets. CATS Community Access Television Services programs five channels. WTIU programs one channel. These agreements outline the content provider relationship and expectations of the City for the programming of City PEG channels.

2024 BDU Use Agreements (MCCSC, MCPL, Monroe County Government)

The purpose of these agreements is to codify mutually agreeable conditions on the use of the City of Bloomington's fiber assets by MCCSC, MCPL, and Monroe County Government. These agreements are in keeping with previous agreements with only minor edits. Monroe County Community School Corporation (MCCSC) is provided with 18 fiber strands, Monroe County Public Library (MCPL) with 4 strands, and Monroe County Government with 6 strands. BDU partners are responsible for terminating and lighting the fiber strands themselves.

Thank you for your consideration of these agreements.

Warm regards,



Rick Dietz, Director
Information & Technology Services
City of Bloomington
dietzr@bloomington.in.gov

**CITY OF BLOOMINGTON and
MONROE COUNTY PUBLIC LIBRARY
CATS FUNDING AGREEMENT for 2024**

This Agreement is entered into on the _____ day of _____, 2023 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 Information & Technology Services (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 browsable and searchable website.
- (f) To provide access to meetings through social media.
- (g) To provide access to meetings through over-the-top video devices (via YouTube for instance.)
- (h) To provide automated transcription of meeting content.
- (i) 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.

- (j) To provide to the City upon request quarterly financial reports and any other financial reports reasonably requested by 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 ITS Department, the Office of the City Controller and the Office of the Mayor no later than 30 days after the request.

- (k) 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. 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.
- (l) To participate in consulting processes with the City to evaluate City video services needs.

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 **\$116,242.25** quarterly for the calendar year beginning January 1, 2024, with the total not to exceed **\$464,969.00**.

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 (d), the Library agrees to submit to the Information & Technology Services Department and the Board of Public Works upon request 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.

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

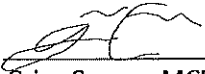
By: 
Kyla Cox Deckard, Board of Public Works

Date: 12/5/2023

By:  Beth Gate, Corporation Counsel
John Hamilton, Mayor

Date: 12/8/23

MONROE COUNTY PUBLIC LIBRARY:

By: 
Grier Carson, MCPL Director

Date: November 20, 2023

COMMUNITY ACCESS TELEVISION SERVICES:

By: 
Martin O'Neill, General Manager

Date: 11/16/2023



Victoria Jones <victoria.jones@bloomington.in.gov>

2024 CATS/MCPL Funding Agreement

Jeffrey Underwood <underwoj@bloomington.in.gov>

Fri, Nov 10, 2023 at 8:27 AM


To: Colleen Newbill <colleen.newbill@bloomington.in.gov>

Cc: Jeff McMillian <mcmillij@bloomington.in.gov>, Julie Martindale <martindj@bloomington.in.gov>, Beth Cate <beth.cate@bloomington.in.gov>, Victoria Jones <victoria.jones@bloomington.in.gov>

Yes, I approve.

[Quoted text hidden]

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	<p>Jeffrey H. Underwood, CPA Controller Office of the Controller City of Bloomington, IN underwoj@bloomington.in.gov 812.349.3416 bloomington.in.gov</p>
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