

Introduced by _____ Council Bill No. R 190-13

A RESOLUTION

authorizing an amendment to the agreement with Columbia Access Television (CAT) for operation of the public access channel.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF COLUMBIA, MISSOURI, AS FOLLOWS:

SECTION 1. The City Manager is hereby authorized to execute an amendment to the agreement with Columbia Access Television (CAT) for operation of the public access channel. The form and content of the amended agreement shall be substantially as set forth in "Exhibit A" attached hereto and made a part hereof as fully as if set forth herein verbatim.

ADOPTED this _____ day of _____, 2013.

ATTEST:

City Clerk

Mayor and Presiding Officer

APPROVED AS TO FORM:

City Counselor

AMENDMENT TO AGREEMENT

This Amendment ("Amendment") made as of this _____ day of _____, 2013 to the agreement previously amended on March 25, 2008 ("Agreement"), by and between the City of Columbia, Missouri, a municipal corporation ("City") and Columbia Access Television, a Missouri nonprofit corporation ("CAT"), (collectively the "Parties").

WHEREAS, the Parties previously entered into an Agreement for the funding of CAT to operate the public access channel and community access center and other services; and

WHEREAS, CAT wishes to extend the term of that Agreement until September 30, 2014; and

WHEREAS, City is interested in CAT becoming self-sufficient by September 30, 2014; and

WHEREAS, City is willing to provide funds for an additional year up to a maximum of Two Hundred Thousand Dollars (\$200,000); and

WHEREAS, the Parties hereby desire to amend and replace portions of the Agreement pursuant to the terms of this Amendment, and the Parties desire that all other terms of the Agreement not expressly amended by this Amendment shall remain in full force and effect.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated into this Amendment by reference, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree that portions of the Agreement shall be amended and replaced and it is hereby mutually agreed as follows:

1. Section 5.D. is amended to read as follows:

SECTION 5. EQUIPMENT AND FACILITIES

...

- "D. CAT has been operating public access television from space provided by Stephens College without charge. In exchange for continued use of Stephens College space, Stephens College shall have the right of first refusal to purchase any equipment purchased with funds provided under this Agreement, at depreciated value, if public access television is discontinued. If at the end of this Agreement Stephens College chooses not to exercise the right of first refusal to purchase any equipment or has only purchased some of the equipment, then CAT may purchase the

remaining equipment (purchased with funds provided under this Agreement) at depreciated value. Any equipment not purchased under this section by either Stephens College or CAT shall be subject to Section 16.D. of the Agreement."

...

2. Section 9 is amended read as follows:

"SECTION 9. REPORTS. Before March 15 of each year, CAT shall submit to the City Manager an annual report for the preceding fiscal year (January 1 – December 31). This report shall contain, at a minimum, the following information:

- A. Statistics on programming and service provided;
- B. Current and complete listing of CAT's Board of Directors;
- C. Year-end financial statements audited by an independent certified public accountant.

In addition, on July 1, 2014, CAT shall submit to the City Manager a report on the progress and business plan of CAT becoming self-sufficient."

3. Section 11 is amended read as follows:

"SECTION 11. FUNDING AND OTHER RESOURCES. City agrees to make the following funds and resources available to CAT:

- A. Video service providers operating in the city are required to designate three (3) channels for noncommercial public, educational and governmental use. City will permit CAT to manage one (1) of these channels for public access programming.
- B. In fiscal year 2014, that is October 1, 2013 through September 30, 2014 ("Fiscal Year 2014"), City will pay CAT Twenty-five Thousand Dollars (\$25,000) on the first business day of October, January, April and July. In addition, City will pay CAT on the first business day of January, April and July for Fiscal Year 2014 a matching amount of Two Dollars (\$2.00) for every One Dollar (\$1.00) that CAT has receive in supplemental funds from other sources. This matching amount shall not exceed One Hundred Thousand Dollars (\$100,000) and the maximum amount paid to CAT in Fiscal Year 2014 shall not exceed Two Hundred Thousand Dollars (\$200,000). The matching amount is limited to monetary contributions and all other contributions shall not be matched (for example, but not limited to, in-kind contributions or time donated)."

4. Section 14 is amended read as follows:

"SECTION 14. FUNDING FROM OTHER SOURCES. CAT, during the course of this Agreement, shall seek supplemental funds from other sources, including, but not limited to, fundraising activities."

5. Section 15 is amended read as follows:

"SECTION 15. TERM OF AGREEMENT. This Agreement, as amended, shall end on September 30, 2014 unless terminated earlier, as provided in this Agreement."

6. Except as expressly provided in this Amendment, the terms of the Agreement of March 25, 2008 shall remain in full force and effect. The Parties hereby adopt, ratify, and confirm the Agreement as it is amended by this Amendment. This Amendment shall be binding on and inure to the benefit of the Parties hereto and their successors and assigns. This Amendment may be amended only by written agreement and no purported oral amendment to this Amendment or the Agreement shall be valid. The Agreement, as amended herein, is the sole intention of the parties and supersedes all prior negotiations and agreements whether written or oral.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date written above.

CITY OF COLUMBIA, MISSOURI

By: _____
Mike Matthes, City Manager

ATTEST:

Sheela Amin, City Clerk

APPROVED AS TO FORM:

Nancy Thompson, City Counselor

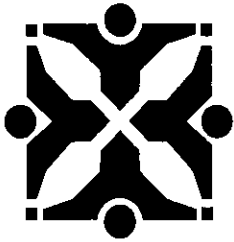
CERTIFICATION: I hereby certify that this Contract is within the purpose of the appropriation to which it is to be charged, that is, account _____ and that there is an unencumbered balance to the credit of such account sufficient to pay therefore.

John Blattel, Director of Finance

COLUMBIA ACCESS TELEVISION

By: _____

ATTEST:



Source: Law *[Signature]*

Agenda Item No:

To: **City Council**
From: **City Manager and Staff** *[Signature]*

Council Meeting Date: Sep 16, 2013

Re: Agreement with Columbia Access Television (CAT) for Operation of the Public Access Channel

EXECUTIVE SUMMARY:

A resolution has been prepared for Council consideration that would authorize an amendment to the March 25, 2008 agreement with Columbia Access Television (CAT) for operation of a public access channel. Under the amended agreement, City will pay CAT up to \$200,000 in FY 2014.

DISCUSSION:

An amendment to the agreement between the City of Columbia and CAT proposes to pay CAT a maximum of \$200,000 in FY 2014. If the amendment is approved, the agreement would end on September 30, 2014. As the City has an interest in CAT becoming self-sufficient, under the amended agreement CAT will submit an additional report to the City Manager on July 1, 2014 on the progress and business plan of CAT becoming self-sufficient. The amended agreement also provides that CAT will seek supplemental funds from other sources.

In FY 2014, the City will pay CAT \$25,000 on the first business day of October, January, April and July (\$100,000 in total). In addition, the City will pay CAT up to \$100,000 in matching funds; i.e., \$2.00 for every \$1.00 that CAT receives in supplemental funds from other sources. The matching amount is limited to monetary contributions.

If at the end of this agreement Stephens College has chosen not to exercise the right of first refusal to purchase any equipment, or has only purchased some of the equipment, then CAT may purchase the remaining equipment at depreciated value.

All other terms of the Agreement not expressly amended will remain in full force and effect.

FISCAL IMPACT:

Payment to CAT for operation of a public access channel shall not exceed \$200,000.

VISION IMPACT:

<http://www.gocolumbiamo.com/Council/Meetings/visionimpact.php>

8. Excellent education programs and facilities are available to students of all ages in a variety of programs that both support each individual's goals and address the diverse social, economic, and environmental needs of the community.

SUGGESTED COUNCIL ACTIONS:

Adoption of the resolution.

FISCAL and VISION NOTES:					
City Fiscal Impact Enter all that apply		Program Impact		Mandates	
City's current net FY cost	\$0.00	New Program/ Agency?	No	Federal or State mandated?	No
Amount of funds already appropriated	\$0.00	Duplicates/Expands an existing program?	Yes	Vision Implementation impact	
Amount of budget amendment needed	\$200,000.00	Fiscal Impact on any local political subdivision?	No	Enter all that apply: Refer to Web site	
Estimated 2 year net costs:		Resources Required		Vision Impact?	Yes
One Time	\$200,000.00	Requires add'l FTE Personnel?	No	Primary Vision, Strategy and/or Goal Item #	8
Operating/ Ongoing	\$0.00	Requires add'l facilities?	No	Secondary Vision, Strategy and/or Goal Item #	8.2
		Requires add'l capital equipment?	No	Fiscal year implementation Task #	