REPORT / RECOMMENDATION

To: Mayor and City Council

Agenda Item #: IV.J.

From: Communications & Technology Services Director Jennifer Bennerotte

Action ☒
Discussion ☐
Information ☐

Date: Aug. 19, 2014

Subject: Agreement with Metropolitan Airport Commission for Video Production Services

Action Requested:
Approve Agreement with Metropolitan Airport Commission for Video Production Services

Information / Background:
This fall, the Metropolitan Airport Commission (MAC) plans to begin videotaping and webstreaming its meetings, as well as those of its committees. MAC has purchased all of the necessary audio and visual equipment for its meeting room at Minneapolis-St. Paul International Airport. MAC would like to contract with the City of Edina to run the equipment and oversee the live webstream during meetings.

Attached is an agreement reviewed by MAC and City of Edina attorneys. Under the agreement, the City of Edina would be paid $40 per hour per staff member to videotape the meetings. One or two part-time Video Production Assistants would be scheduled for each meeting. The City of Edina will not complete any post-meeting production work nor be responsible for equipment maintenance or procurement.

If the agreement is approved by the City Council, staff will begin training on and testing MAC's equipment in September. October meetings and those from that point forward will be videotaped by City of Edina staff.

CITY OF EDINA – MAC
VIDEO PRODUCTION SERVICES AGREEMENT

This **AGREEMENT** is made this _____ day of _____, 2014, by and between the **CITY OF EDINA**, a Minnesota municipal corporation ("Edina") and the **METROPOLITAN AIRPORT COMMISSION**, a public corporation under the laws of the State of Minnesota ("MAC").

RECITALS

A. MAC has requested that Edina provide MAC certain video production services.

B. Edina is willing to provide MAC video production services subject to the terms of this Agreement.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. VIDEO PRODUCTION. EDINA 16 crew will record MAC Commission and Committee meetings for webstreaming. EDINA 16 crew will use MAC's cameras and equipment.

2. SCHEDULING. Each month, MAC staff will create a schedule for the following month and provide the schedule to Edina.

3. COMPENSATION. MAC shall pay Edina for the services described in this Memorandum of Understanding $40 per hour per person for the hours worked by Edina employees. MAC shall also reimburse Edina for all out-of-pocket costs incurred in providing the services. Edina shall invoice MAC monthly. The total amount paid by MAC under this Agreement, for all costs, shall not exceed $40,000.00. Payment shall be made by MAC within thirty five (35) days of receipt of an invoice.

4. STANDARD OF CARE. Edina shall exercise the same degree of care, skill, and diligence in the performance of the services as is ordinarily possessed and exercised by a professional under similar circumstances. No other warranty, expressed or implied, is included in this Agreement.

5. LIABILITY. Each Party to this Agreement shall be liable for its own acts or omissions and those of its own employees and the results thereof to the extent authorized by law, and shall not be responsible for the acts of the other Party, its agents or employees. It is understood and agreed that liability and damages arising from the parties' acts and omissions are governed by the provisions of the municipal Tort Claims Act, Minn. Stat. Ch. 466, the Minnesota Tort Claims Act, Minn. Stat. §3.736, as applicable, and other applicable laws. This Agreement shall not be construed as and does not constitute a waiver by any Party of any conditions, exclusions or limitations on the Party's liability provided by Minnesota Statutes, Chapter 466, Minnesota Statutes § 3.736 or other applicable law. This clause will not be construed to bar any

legal remedies that each party may have for another's failure to fulfill its obligations under this Agreement. . In the event of any claims or actions filed against either party, nothing in this Aagreement shall be construed to allow a claimant to obtain separate judgments or separate liability caps from the individual parties.

6. EMPLOYEES. Any and all persons engaged in the work to be performed by Edina shall not be considered employees of MAC for any purpose, including Worker's Compensation, or any and all claims that may or might arise out of said employment context on behalf of said employees while so engaged. The opposite situation shall also apply: Edina shall not be responsible for MAC employees.

7. AUDITS. Pursuant to Minnesota Statutes § 16C.05, Subd. 5, any books, records, documents, and accounting procedures and practices of MAC and Edina relevant to the Agreement are subject to examination by MAC, Edina, and either the Legislative Auditor or the State Auditor as appropriate. MAC and Edina agree to maintain these records for a period of six years from the date of performance of all services covered under this agreement.

8. INTEGRATION. The entire and integrated agreement of the parties contained in this Agreement shall supersede all prior negotiations, representations, or agreements between MAC and Edina regarding the Project; whether written or oral.

9. TERM. Either party may terminate this Agreement on thirty (30) days advance written notice to the other party.

CITY OF EDINA

Dated: _____, 2014.

By: _____
Scott Neal, City Manager

METROPOLITAN AIRPORTS COMMISSION

Dated: _____, 2014.

By: _____

Its: _____