



Request for Council Action

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Heather Slechta, Assistant to the City Administrator
MEETING DATE: February 12, 2019
SUBJECT: Approve 2019 Civic Organization Agreements

Background:

As part of the 2019 budget process, various civic organizations presented requests for funding. Funding for civic organizations is budgeted and recommended for the 2019 funding levels.

Recommendation:

Approve the 2019 Agreements for FCTV, Faribault Area Senior Center, Faribault Arts Center, Inc. dba Paradise Center for the Arts, Heritage Days and Teen Activities, and Rice County Historical Society.

Attachments:

- 2019 Civic Organization Agreements

2019 Agreement Faribault Community Television (FCTV)

This Agreement is entered into this 12th day of February, 2019 between the City of Faribault, Minnesota (City), and Faribault Community Television and Multimedia Center, Inc. (FCTV), a Minnesota non-profit corporation.

1. RECITALS

1.1 Charter Communications, successor to the cable franchise issued pursuant to Ordinance 93-30, provides a public access channel for public, educational and government access as required by the franchise with the City.

1.2 Crystal Communication, Inc. dba Hickory Tech holds a franchise pursuant to Ordinance 2006-11, provides a public access channel for public, educational and government access as required by the franchise with the City.

1.3 FCTV is a non-profit community based corporation engaged in developing non-commercial programming for transmission over the public access channel(s), and it offers opportunities for youth and others to participate in the creation and presentation of television programming.

1.4 The purpose of this Agreement is to designate FCTV as the manager on behalf of the City for the public access channel(s). The City Council finds that FCTV's demonstrated interest in the area of public access programming enables it to bring together people with the interest and expertise to effectively promote and facilitate use of this public resource.

2. CITY OBLIGATIONS

2.1 The City shall fund FCTV's activities in the amount of \$59,128 for the year 2019, to be paid in quarterly installments provided that this Agreement has not been terminated, in which case a pro-rata share based on twelve months shall be paid.

2.2 FCTV is hereby appointed to manage in the public interest the public access channel and the equipment and other resources made available to the public pursuant to the cable franchise.

3. FCTV's OBLIGATIONS

3.1 FINANCIAL. FCTV shall develop a budget, a copy of which shall be filed with the City. FCTV shall develop other sources of revenue such as grants and user fees to cover its expenses in excess of the funds provided by the City. FCTV shall establish written procedures for financial management and accounting and shall file a copy with the City.

3.2 INSURANCE. FCTV shall obtain general liability insurance covering its activities, staff and volunteers, including an appropriate rider for defamation claims. The City shall be named as an additional insured, and the policy shall provide that it will not be cancelled without written notification of the City. FCTV maintain liability insurance at State mandated municipal levels. FCTV shall indemnify the City of any and all liability claims made against the FCTV resulting from the operation of any FCTV program or activity sponsored by the FCTV.

FCTV shall maintain Workers' Compensation Insurance meeting the requirements of state law and shall provide proof of coverage to the City.

3.3 POLICIES AND PROCEDURES. The FCTV board shall develop and publish policies and procedures to ensure fair access to the public access channel and resources by the citizens. The board shall adopt policies to ensure that transmitted programming is not obscene or otherwise unlawful. Copies of all policies and procedures shall be filed with the City.

3.4 OPERATING AGREEMENTS. FCTV may enter into operating agreements with Independent School District #656, the franchisee and others as necessary, provided that no such agreement shall be deemed to be a contract of the City without the written consent of the City. Copies of all such agreements shall be filed with the City.

3.5 COMMUNITY ASSISTANCE. FCTV shall develop programs to provide training and education opportunities for youth and other members of the community, and technical assistance to persons seeking to use the public access channel and equipment.

3.6 DATA. Data provided to the FCTV under this Agreement shall be administered in accordance with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13.

4. GOVERNMENT ACCESS

Transmission of local government meetings shall be without charge and shall be priority programming.

5. FCTV ASSETS

In the event that FCTV shall cease operations the City, jointly with ISD #656, may assume ownership of the assets of FCTV. This right may be exercised solely in the discretion of the City Council and School Board and does not imply a duty to assume the obligations of FCTV except to the extent of the lien on any asset the City or District chooses to take pursuant to this provision.

6. FCTV INDEPENDENT CONTRACT

FCTV is an independent contractor and no employees of FCTV shall be considered employees of the City.

7. REPORTING

FCTV shall submit a written report to the City Council by October 31, 2019, describing FCTV's efforts to promote use of the public access channel, and to meet its obligations under this Agreement. The report shall include a financial statement and a breakdown of charges and fees.

8. TERMINATION

This Agreement shall terminate on December 31, 2019, provided however that the City may terminate this Agreement without cause and in its sole discretion upon thirty (30) days written notice to FCTV.

Dated: February 12, 2019

FCTV

Date

By: _____

It's _____

CITY OF FARIBAULT

Date

By: _____
Kevin F. Voracek, Mayor

Date

By: _____
Timothy C. Murray, City Administrator

2019 Senior Programming Agreement

This is an agreement between the City of Faribault, a municipal corporation, herein referred to as the "City", and the Faribault Area Senior Citizens, Inc., a nonprofit corporation, hereinafter referred to as "the Seniors".

WHEREAS, the Seniors have established a nonprofit organization to address the needs of our community's elderly population; and

WHEREAS, the City wishes to assist the Seniors in accomplishing their mission; and

WHEREAS, a development agreement, dated October 26, 1993, exists between the City and the Seniors, and this agreement has been reviewed as provided for.

NOW, THEREFORE, IT IS AGREED:

The City's Obligations:

1. To seek advice from the Board of the Seniors on policy matters affecting the Faribault community elderly population.
2. To provide funding not to exceed \$39,500.00 annually in 2019 for programming to the Senior population in the community. Payments to be made in equal amounts on February 1 and September 1.
3. That the City will continue to assist the Seniors in the development of senior center programming through the Buckham Center.

The Seniors' Obligations:

1. That the Seniors shall be self-sufficient with regard to funding the senior program.
2. That the Seniors will provide a program of service to the Faribault senior community involving respite care, support services, recreation, social services, and other services to meet the unique needs of the senior population.
3. That the Seniors shall indemnify and defend the City for any and all liability claims made against the Seniors resulting from the operations of any senior program or activity conducted or sponsored by the Seniors.
4. The Seniors shall be responsible for privately obtaining and maintaining program and activity liability insurance for all senior activities, insuring all staff and volunteers, and all program activities. Seniors shall maintain workers' compensation insurance as required by law. Seniors shall file proof of any required insurance policies with City administration.

5. The Seniors will maintain their own financial accounting system, and submit an annual financial report for each calendar year.
6. The Seniors shall submit an annual operating budget to the City by August 1st for the upcoming fiscal year.
7. At all times and for all purposes hereunder, the Seniors are acting as an independent contractor and no employees of the Seniors will be considered employees of the City. It is recognized that the City does not control the means or manner of performance of any Senior employees, the setting of wages, or right of the employer to discharge employees.
8. Data provided to the "Seniors" under this agreement shall be administered in accordance with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13.

The City and Seniors Agree:

1. This agreement shall take effect on January 1, 2019 and shall be in effect until December 31, 2019.
2. This agreement may be amended or changed from time to time upon mutual agreement of the parties.
3. This agreement shall replace and repeal all previous agreements with regard to operations, maintenance and financial responsibilities of the parties.
4. The Faribault City Council shall appoint one member to serve as a liaison to the Senior Board of Directors. This member would have non-voting privileges and the position will be reviewed annually.

Dated: February 12, 2019

City of Faribault

Faribault Area Senior Citizens, Inc.

Kevin F. Voracek, Mayor

President

Timothy C. Murray, City Administrator

Secretary

Date

2019 Arts Center Programming Agreement

This is an agreement between the City of Faribault, a municipal corporation, hereinafter referred to as "City" and the Faribault Arts Center, Inc., a nonprofit corporation, DBA Paradise Center for the Arts, hereinafter referred to as "Arts Center".

Whereas, the Arts Center has established a nonprofit organization to address the needs of the arts community; and

Whereas, the City has a need to provide arts programming in the community.

Now, therefore, it is agreed:

The City's Obligation:

1. To provide funding, not to exceed \$3,000 in 2019 for programming (operating contribution) to be provided by the Arts Center.
2. To provide funding, not to exceed \$10,000 in 2019 for facility improvement (Capital Campaign contribution) to be provided by the Arts Center.
3. The City will assist the Arts Center in the development of arts programming through the Buckham Center.

The Arts Center Obligation:

1. The Arts Center will be self-sufficient with regard to funding for arts programming.
2. The Arts Center will provide art enrichment programming to the Faribault community, in coordination with the Buckham Center.
3. The Arts Center shall indemnify the City of any and all liability claims made against the Arts Center resulting from the operation of any Arts Center program or activity sponsored by the Arts Center.
4. The Arts Center shall be responsible for privately obtaining and maintaining program and activity liability insurance for all Arts Center activities, and insuring all staff and program activities.
5. The Arts Center will maintain its own financial accounting system.
6. The Arts Center shall submit an annual operating budget to the City by December 31 for the upcoming fiscal year.
7. Data provided to the Arts Center under this Agreement shall be administered in accordance with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13.

At all times, and for all purposes, the Arts Center is acting as an independent contractor, and no employees of the Arts Center shall be considered employees of the City. It is recognized that the City does not control the means or manner of performance of any Arts Center employees, the setting of wages, or the right of the employer to discharge employees.

The City and the Arts Center agree:

1. This agreement shall take effect on January 1, 2019, and shall be in effect until December 31, 2019.
2. This agreement may be amended or changed from time to time, upon mutual agreement of the parties.

Dated: February 12, 2019

City of Faribault

Faribault Arts Center, Inc.

Kevin F. Voracek
Mayor

President

Timothy C. Murray
City Administrator

Director

2019 Heritage Celebration Agreement

This is an agreement between the City of Faribault, a municipal corporation, hereinafter referred to as "City", and the Faribault Community Festivals, Inc., a nonprofit corporation, hereinafter referred to as "Festivals".

Whereas, Festivals is established to hold community festivals; and

Whereas, the City has a need to provide a community festival with musical events.

Now, therefore, it is agreed:

The City's Obligations:

1. To provide funding, not to exceed \$5,000 in 2019, for the underwriting of the direct and indirect costs of musical events related to Faribault Heritage Celebration, to be paid in full by June 1.
2. To provide funding, not to exceed \$1,500 in 2019, for the underwriting of the direct and indirect costs of teen activities related to Faribault Heritage Celebration, to be paid in full by June 1.
3. To provide the use of Central Park to Festivals for the Faribault Heritage Celebration without cost, and provide public safety and public works support for the celebration activities.

The Festival's Obligations:

1. Festivals will be self-sufficient with regard to funding for Faribault Heritage Celebration.
2. Festivals will hold a parade, dances, free musical events and other community events.
3. Festivals shall indemnify, defend and hold harmless the City from any and all claims made against the City resulting from the City's involvement and participation in Faribault Heritage Celebration sponsored by Festivals.
4. Festivals shall be responsible for privately obtaining and maintaining program and activity liability insurance for all activities, and insuring all staff and program activities. Festivals shall furnish certificates of insurance providing public liability, Workers' Compensation including employers liability, dram shop and other coverages as may be deemed appropriate by the City naming the city as an "additional insured" with respect to the City's involvement and participation in Faribault Heritage Celebration.
5. Festivals will maintain their own financial accounting system.
6. Data provided to Festivals under this agreement shall be administered in accordance with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13.

At all times, and for all purposes, Festivals is acting as an independent contractor, and no employees of Festivals shall be considered employees of the City. It is recognized that the City does not control the means or manner of performance of any Festivals employees, the setting of wages, or the right of the employer to discharge employees.

Dated: February 12, 2019

City of Faribault

Faribault Community Festivals, Inc.

Kevin F. Voracek, Mayor

President

Timothy C. Murray, City Administrator

Secretary

2019 Rice County Historical Society

This is an agreement between the City of Faribault, a municipal corporation, hereinafter referred to as "City", and the Rice County Historical Society, a nonprofit corporation, hereinafter referred to as "Society".

Whereas, the Society owns and maintains the Alexander Faribault House (House) located at 12 NE First Avenue for the purpose of preserving this historic property and to allow public viewing of the property; and

Whereas, the City wishes to ensure the House is preserved and open to the public because of its significance in the development of the City of Faribault.

Now, therefore, it is agreed:

The City's Obligation:

1. To provide funding, not to exceed \$12,500 in 2019, for the underwriting of the direct and indirect costs of the maintenance and operation of the Alexander Faribault House property, payable March 1 and September 1 in payments of 50%.

The Society's Obligation:

1. The Society will be self-sufficient with regard to funding for the House.
2. The Society will maintain the House in a sound and safe manner in conformance with Minnesota Historical Society standards. The House will be open to the public on a regular basis.
3. The Society shall indemnify, defend and hold harmless the City from any and all claims made against the City resulting from this agreement.
4. The Society shall be responsible for privately obtaining and maintaining liability insurance for all activities, and insuring all staff and program activities. They shall furnish certificates of insurance providing public liability, Workers Compensation including employer's liability and other coverages as may be deemed appropriate by the City naming the city as an "additional insured" at levels required by the City.
5. The Society will maintain their own financial accounting system.
6. Data provided to the Society under this Agreement shall be administered in accordance with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13.
7. To provide the City Council with a long range maintenance program for the Faribault House by December 31, 2019.

At all times, and for all purposes, the Society is acting as an independent contractor, and no employees of Society shall be considered employees of the City. It is recognized that the City does not control the means or manner of performance of any Society employees, the setting of wages, or the right of the employer to discharge employees.

Dated: February 12, 2019

City of Faribault

Rice County Historical Society

Kevin F. Voracek, Mayor

President

Timothy C. Murray, City Administrator

Secretary

**CITY OF FARIBAULT
CIVIC ORGANIZATION FUNDING HISTORY**

<u>Group</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
FCTV	45,000	45,000	45,000	45,000	48,000	51,430	55,200	56,493	59,217	59,128
*Calculated at a percent of cable franchise fee from previous year total						21.5%	22.5%	22.5%	22.5%	22.5%
Heritage Days	3,000	3,000	3,000	3,000	3,000	3,000	4,500	4,500	4,500	5,000
- Teen Activities	<u>2,500</u>	<u>1,500</u>	<u>1,500</u>	<u>1,500</u>	<u>1,500</u>	<u>1,500</u>	<u>1,500</u>	<u>1,500</u>	<u>1,500</u>	<u>1,500</u>
	5,500	4,500	4,500	4,500	4,500	4,500	6,000	6,000	6,000	6,500
Paradise Center:										
Paradise Center Operating	7,500	5,000	5,000	5,000	5,000	4,000	3,000	3,000	2,000	3,000
Paradise Center Capital Campaign						<u>5,000</u>	<u>5,000</u>	<u>5,000</u>	<u>10,000</u>	<u>10,000</u>
						9,000	8,000	8,000	12,000	13,000
Rice County Historical Society	7,500	7,500	7,500	7,500	7,500	8,500	9,500	10,500	12,000	12,500
Senior Center	37,000	37,000	39,000	39,000	39,000	40,000	41,200	42,000	39,500	39,500
<u>OTHER:</u>										
Airfest/Balloon Rally**	<u>0</u>	<u>0</u>	<u>0</u>	<u>5,000</u>	<u>0</u>	<u>5,000</u>	<u>5,000</u>	<u>5,000</u>	<u>5,000</u>	<u>0</u>
TOTAL CONTRIBUTION	102,500	99,000	101,000	106,000	104,000	118,430	124,900	127,993	133,717	130,628