

RESOLUTION 2014-23

A RESOLUTION OF THE CITY OF UVALDE THROUGH THE CITY COUNCIL TO AUTHORIZE THE CITY MANAGER OF SAID CITY TO EXECUTE A CABLE TELEVISION FRANCHISE FEE PAYMENT COMPLIANCE SERVICE AGREEMENT

WHEREAS, the City of Uvalde desires to determine if the local cable company serving the City is in compliance with the applicable local cable ordinance or state issued franchise regarding franchise fee payments remitted to the City;

WHEREAS, Local Government Services, LLC has available a cable television franchise management service to assist the City in such compliance review;

NOW THEREFORE BE IT RESOLVED, that the City Manager of the City of Uvalde is hereby authorized to execute a cable television franchise fee payment compliance review service agreement on behalf of the City, in substantially the same form as Appendix A which is attached to and made a part of this resolution.

RESOLVED by the Mayor and City Council of the City of Uvalde this 18th day of November, 2014.

ATTEST:

By Susan M. Conley
City Secretary

Mayor: [Signature]
City of Uvalde

(SEAL)

APPENDIX A
AGREEMENT BETWEEN
THE CITY OF UVALDE, TEXAS
AND
LOCAL GOVERNMENT SERVICES, LLC
FOR CABLE TELEVISION FRANCHISE FEE PAYMENT COMPLIANCE SERVICE

WHEREAS, the City of Uvalde desires to determine if the local cable company serving the City is in compliance with the applicable local cable ordinance or state issued franchise regarding franchise fee payments remitted to the City;

WHEREAS, Local Government Services, LLC ("LGS") has available a cable television franchise fee payment compliance service; and,

WHEREAS, the City has a need for such cable television franchise fee compliance service.

THEREFORE, THE CITY AND LGS AGREE AS FOLLOWS:

Section 1. Service options provided to the City of Uvalde

LGS assures that its services will be accomplished in a timely manner with the cooperation and assistance of the City. In this regard, the City agrees to designate a contact whom LGS will contact and who will regularly review, discuss regarding the services provided, the time for performance of the services, and to assist in arranging meetings, conferences, and other arrangements with LGS to facilitate the performance of services by LGS and to ensure that all information and issues required for review by LGS are made available to LGS. LGS agrees to provide, directly or through its agents or subcontractors, the following services:

- a) Assist the City in performing a franchise fee payment compliance review to determine compliance with City's Cable Television Franchise Ordinance and/or state issued franchise if applicable for the period July 1, 2010 through June 30, 2014. LGS shall also assist the City in enforcing the franchise fee payment provisions of the City's Franchise and/or state issued franchise (LGS is not responsible for cost associated with filing for court action or legal representation in a court proceeding).

In the event that the City at a later date desires to obtain additional services offered by LGS the parties to the agreement may execute an addendum or addenda to this agreement for the City to obtain such services

Section 2. Effective Date, Payment and Termination.

- a) This agreement shall become effective upon the signature by the parties.
- b) The City chooses the following payment option for the franchise fee compliance review service:

The total obligation of the City is 40% of any franchise fee amount including any interest or other amounts recovered for the City.

Initial payment of \$4000.00 plus 25% of any amount recovered by the City that exceeds \$4,000.00 plus pre-approved out of pocket expenses if applicable.

Initial payment of \$4,000.00 and final payment of \$4,000.00 upon completion of work without any contingency fee assessed plus pre approved out of pocket expenses if applicable.

Out of pocket expenses shall include, but are not limited to postage, transportation, meals and must be approved by the City in advance. LGS shall provide to the City documentation sufficient to substantiate any out of pocket costs.

- c) For the payment option chosen by the City listed in Section 2 b above the City shall pay LGS the initial payment of the total obligation when this Agreement is executed and upon completion of the review the applicable payment for the option chosen above within fourteen (14) days following the recovery of any franchise fees that are owed to the City or completion of the work performed by LGS. The City agrees to utilize whatever reasonable enforcement remedies that exist in the City's current cable television franchise ordinance to assist LGS in obtaining the information necessary for LGS to perform the review and to recover any franchise fees due. Failure of the City to enforce its ordinance will relieve LGS from any obligations to the City.
- d) Either party may terminate this agreement at any time upon thirty (30) days written notice to the other party. All fees and costs incurred to the date of receipt of the notice shall be paid to LGS. If LGS fails to perform any work on behalf of the City upon receipt of notice to terminate, LGS shall refund to the City the total obligation of the City.

Section 3. Hold Harmless and Indemnification.

Each party shall bear the responsibility for liability for negligence, errors or omissions of its own officers, agents, employees or subcontractors in carrying out this agreement.

Section 4. Assignment/Transfer

LGS is prohibited from assigning or transferring any of its obligations of this Agreement without obtaining prior approval of the City.

Section 5. Amendments.

This contract may be amended by future written agreements executed on behalf of the City and LGS.

Section 6. Law Applicable.

This agreement shall be construed under the laws of the State of Texas.

EXECUTED ON BEHALF OF THE CITY OF UVALDE THIS 18th DAY OF Nov., 2014.

ATTEST:

By Susan M. Conley

✓ City Manager: [Signature]
City of Uvalde

EXECUTED ON BEHALF OF LOCAL GOVERNMENT SERVICES, LLC

(SEAL)

By _____
Member