

City of Brookings
WORKSHOP Agenda

CITY COUNCIL

Monday August 3, 2020, 4:00pm

EOC, 898 Elk Drive, Brookings, OR 97415

A. Call to Order

B. Roll Call

C. Topics

1. KCIW MOU [City Manager, Pg. 2]

a. Current MOU [Pg.3]

D. Council Member Requests for Workshop Topics

E. Adjournment


All public City meetings are held in accessible locations. Auxiliary aids will be provided upon request with at least 72 hours advance notification. Please contact 469-1102 if you have any questions regarding this notice.

CITY OF BROOKINGS
Council WORKSHOP Report

Workshop Date: August 3, 2020

Originating Dept: City Manager

Signature (submitted by)



City Manager Approval

Subject:

KCIW Memorandum of Understanding (MOU)

Background/Discussion:

On September 8, 2014, the City Council authorized the City Manager to prepare and execute an agreement with Curry Coast Community Radio to install and maintain a radio broadcast antenna on the City public safety communications tower, with the term of the agreement to be three years and with the applicant to pay all costs associated with installing and maintaining the antenna, including electricity costs.

The Memorandum of Understanding (MOU) between the City of Brookings and Curry Coast Community Radio (KCIW) was signed in March 2015. A new MOU was signed, effective November 1, 2019 for \$100 per month for twelve months, to allow KCIW time to find a new location for their antenna. This MOU and will expire October 31, 2020.

City staff met with KCIW staff soon after about alternative locations, but not recently, as many activities have been slowed down due to COVID. Negotiations with a private cell phone provider also were halted during much of the current pandemic. Day Wireless informed us that those negotiations just started back up in recent months.

Rose Mantle and Candice Michel, representing KCIW, made a presentation at the July 27, 2020 council meeting, and Council requested this topic be on a future workshop.

As we discussed in 2019, the Council might want to consider other factors in an MOU with KCIW, such as their non-profit status and community partnership.

Attachments:

- a. Current MOU

MEMORANDUM OF UNDERSTANDING
City of Brookings and Curry Coast Community Radio (KCIW)

This Memorandum of Understanding (MOU) is executed by and between the **CITY OF BROOKINGS** (City) and **CURRY COAST COMMUNITY RADIO, Inc. (KCIW)** a non-profit corporation, City and KCIW hereinafter collectively referred to as the "Parties."

1.0 RECITALS

1.1 WHEREAS, KCIW is a non-profit organization.

1.2 KCIW desires to develop and operate a broadcast antenna on the Emergency Communications Tower (Tower) owned and operated by the City of Brookings, at 898 Elk Drive, Brookings, Oregon.

1.3 Public radio services provided by KCIW will include:

1.3.1 Public service announcements provided by the City.

1.3.2 Community event and City meeting schedules.

1.3.3 Emergency notification and information broadcasts.

1.4 The City desires to support the efforts of KCIW, as described above, recognizing the value of this service to the Brookings community.

NOW, THEREFORE, the Parties promise and agree as follows:

2.0 TERMS AND CONDITIONS

2.1 The above-recitals are hereby incorporated by reference as though fully set forth herein.

2.2 KCIW will retain the space rental for a broadcast antenna and all associated equipment on Tower. The specific location of all such facilities shall be as determined by the tower management contractor.

2.3 KCIW shall pay the City \$100 monthly (\$1,200 annually), effective November 1, 2019.

2.4 All costs associated with installing and maintaining an antenna and related equipment shall be borne by KCIW.

2.5 Use of Tower by KCIW shall be secondary to the City's primary use of Tower for emergency communications. All KCIW facilities shall be removed from Tower at the expense of KCIW upon reasonable written notice from City or tower management contractor.

2.6 All City facilities, within which KCIW facilities are located, are under the security control of the City of Brookings Police Department, which shall establish rules, policies and procedures for KCIW access to those areas.

2.7 Term: The term of this MOU shall be 12 months from effective date, November 1, 2019. Therefore this agreement will expire October 31, 2020. Notwithstanding the foregoing, the parties may terminate this MOU upon ninety (90) days notice, with or without cause.

3.0 NOTICE:

3.1 Notice to either of the parties shall be (1) by personal delivery, (2) by facsimile and regular U.S. mail, (3) by U.S. Mail, registered receipt requested, or (4) e-mail. Notice shall be deemed effective upon personal delivery, email, or, in the case of a mailing, upon the depositing of the mail with the United States postal service. Notice shall be given as follows:

TO THE CITY: City of Brookings
 Attention: City Manager
 898 Elk Drive
 Brookings, OR 97415

TO KCIW: KCIW
 Attention: President
 PO Box 565
 Brookings, OR 97415

4.0 INSURANCE AND INDEMNITY


4.1 Insurance terms shall be contained in the tower lease agreement.

5.0 MISCELLANEAOUS

5.1 MOU shall be deemed by the Parties to have been executed and delivered within the State of Oregon, and the rights and obligations of the Parties hereto shall be construed and enforced in accordance with, and governed by, the laws of the State of Oregon.

NOW, THEREFORE, in agreement with the terms and conditions set forth herein, the duly authorized signatures for the respective parties hereto execute this MOU.

CITY OF BROOKINGS

By: 
Jahell K Howard, City Manager

Date: 10-31-2019

CURRY COAST COMMUNITY RADIO, INC.

By: 
Ray Gary, President

Date: 10-31-19