

MEMORANDUM OF AGREEMENT BETWEEN IDAHO PUBLIC TELEVISION AND MERIDIAN FIRE DEPARTMENT REGARDING 360 VIRTUAL REALITY VIDEO

This MEMORANDUM OF AGREEMENT BETWEEN IDAHO PUBLIC TELEVISION AND MERIDIAN FIRE DEPARTMENT REGARDING 360 VIRTUAL REALITY VIDEO (“MOA”) is entered into this _____ day of _____, 2022, by and between the City of Meridian, Idaho, on behalf of the Meridian Fire Department, a municipal corporation organized under the laws of the state of Idaho whose address is 33 E. Broadway Avenue, Meridian, Idaho (“City”), and the Idaho State Board of Education, on behalf of Idaho Public Television, whose address is 1455 N. Orchard Street, Boise, Idaho (“IPTV”) (collectively, “Parties”).

WHEREAS, IPTV has received a grant from the Idaho Workforce Development Council to create a series of 360-degree virtual reality videos (“Videos”) for the purpose of engaging youth in career opportunities and encouraging the pursuit of post-secondary education;

WHEREAS, IPTV has proposed that the Meridian Fire Department (“MFD”) participate in creating a Video featuring the work and functions of MFD firefighters;

WHEREAS, the Parties seek, by this MOA, to establish the respective rights and responsibilities with regard to recordings collected by IPTV in the course of creating the Video;

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereto do mutually agree as follows:

1. **Scope of Work.** IPTV shall work with MFD’s designated contact person to identify aspects of being a firefighter that will be represented in the Video, to select MFD personnel appropriate and available to discuss or demonstrate such aspects, and to schedule interviews and other interactions with MFD personnel at mutually suitable dates, times, and places. IPTV shall be responsible for obtaining any and all necessary permissions and releases from individuals featured in the Video.
2. **Use of Footage.** IPTV’s use of the video footage, images, and audio recordings collected of MFD personnel, operations, activities, and property shall be limited to the purposes set forth in the proposal attached hereto as *Exhibit A*. City authorizes no other use of images or video footage of City’s employees, agents, invitees, volunteers, or guests.
3. **MFD Approval.** Prior to broadcasting the Video on air, IPTV shall obtain MFD’s written approval of the final Video. IPTV shall not broadcast any footage or images collected in the course of interviews or interactions with MFD personnel without MFD’s express, prior, written approval, which MFD shall not unreasonably withhold.
4. **Copyright.** IPTV shall retain the right and permission, without restriction, to copyright any and all images and raw video footage created by IPTV, and the final Video produced by IPTV. IPTV shall provide to MFD a final copy of the Video for City to disseminate by posting on its website for recruiting and educational purposes, without payment or

compensation in any form to IPTV, except that City shall acknowledge IPTV to be the creator of the Video.

5. **Relationship of Parties.** It is the express intention of Parties that IPTV is an independent actor and not an employee, agent, joint venturer, independent contractor, or partner of City. Nothing in this MOA shall be interpreted or construed as creating or establishing the relationship of employer and employee between IPTV and City or between IPTV and any official, agent, or employee of City. Both parties acknowledge that IPTV is not an employee of City.
6. **Waiver.** IPTV waives any and all claims and recourse against City, including the right of contribution for loss and damage to persons or property arising from or in any way connected with or incident to IPTV's recording of MFD officer or employee activity or interviews, or in any subsequent processing, publication, or reproduction thereof, except for liability arising out of concurrent or sole negligence of City or its officers, agents or employees.
7. **Discrimination prohibited.** In performing services pursuant to this MOA, IPTV shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any person on the basis of race, color, religion, sex, national origin or ancestry, age or disability.
8. **Entire agreement.** This MOA constitutes the entire understanding between the Parties. This MOA supersedes any and all statements, promises, or inducements made by either party, or agents of either party, whether oral or written, whether previous to the execution hereof or contemporaneous herewith. The terms of this MOA may not be enlarged, modified or altered except upon written agreement signed by both parties hereto.
9. **Heirs and assigns.** This MOA shall be binding upon the parties hereto, their heirs, successors, assigns, and personal representatives and references to IPTV and City shall include their respective heirs, successors, assigns, and personal representatives.
10. **Governing law.** This MOA shall be governed by the laws of the State of Idaho.
11. **Warranty of authority.** City specifically warrants that it is authorized to convey the permissions and releases granted hereunder on behalf of its employees insofar as such employees were acting within the scope of their employment, in an open and public location, when photographed by IPTV, and given such circumstances, City acknowledges on behalf of its employees that no claim may be brought against IPTV for libel or invasion of privacy.
12. **City Council approval required.** The validity of this MOA shall be expressly conditioned upon City Council action approving the MOA. Execution of this MOA by the persons referenced below prior to such ratification or approval shall not be construed as proof of validity in the absence of Meridian City Council approval.

IN WITNESS WHEREOF, the parties hereto have executed this MOA on the ____ day
of _____, 2022.

IPTV:

BY: _____
Jeff Tucker, General Manager-Idaho Public Television

CITY OF MERIDIAN:

BY: _____
Robert E. Simison, Mayor

Attest: _____
Chris Johnson
City Clerk