

<u>Item No.</u>	<u>6i_attach</u>
<u>Date of Meeting</u>	<u>July 24, 2018</u>

INTERLOCAL AGREEMENT

between

The Port of Seattle

and

Seattle Colleges Cable Television

THIS AGREEMENT is made and entered into by and between the Port of Seattle ("Port") and Seattle Colleges Cable Television ("SCCtv"), a part of Seattle Community College District VI.

IT IS THE PURPOSE OF THIS AGREEMENT to videotape, stream, and make available to the public the Port of Seattle Commission's meetings, provide online hosting of the video, audio and digital documents for each Port of Seattle Commission meeting, and provide video stories that increase awareness about Port programs or opportunities for the public, under the authority of the Washington State Interlocal Cooperation Act, RCW 39.34.

THEREFORE, IT IS MUTUALLY AGREED THAT:

1. STATEMENT OF WORK

SCCtv shall furnish the necessary personnel, equipment, material and/or services and otherwise do all things necessary for or incidental to the performance of the work set forth in Attachment "A" attached hereto and incorporated herein.

2. PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on August 1, 2018, and be completed on July 31, 2023, unless terminated sooner as provided herein.

3. PAYMENT

Compensation for the work provided in accordance with this agreement has been established under the terms of RCW 39.34.130. The parties have estimated that the cost of accomplishing the work herein will not exceed \$240,000 per year. Payment for satisfactory performance of the work shall not exceed \$1,200,000 over the term of the Agreement unless the parties mutually agree by amendment to a higher amount prior to the commencement of any work which will cause the maximum payment to be exceeded. Compensation for services shall be as set forth in accordance

Interlocal Agreement Between
The Port of Seattle & SCCtv

with the Scope of Work in Attachment A and the Direct and Indirect Costs in Attachment B which are attached hereto and incorporated herein. The rates and costs in Attachments A and B, and the estimated annual budget of \$240,000 may be revised by mutual agreement of General Manager, SCCtv and Director of Public Affairs or their designees by written notice signed by both parties in accordance with Section 17.

4. BILLING PROCEDURE

SCCtv shall submit invoices at the end of each month. Payments to SCCtv for approved and completed work will be made by check or account transfer by the Port of Seattle within 30 days of receipt of the invoice. Upon expiration of the contract, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

5. RECORDS MAINTENANCE

The parties to this contract shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after the expiration or termination of this Agreement, and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

6. RIGHTS IN DATA

Unless otherwise provided, data which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the Port of Seattle. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. If for any reason the Work Product would not be considered a work made for hire under applicable law, SCCtv assigns and transfers to the Port of Seattle the entire right, title and interest in and to all rights in the Work Product and any registrations and copyright applications relating thereto and any renewals and extensions thereof. SCCtv stock footage shall not be considered "works for hire" and SCCtv retains the right to SCCtv stock footage used in video production. SCCtv grants

to the Port of Seattle a non-exclusive, royalty-free, irrevocable, worldwide, perpetual license to use reproduce, modify, adapt, distribute, make derivative works of, and disclose SCCtv stock footage used in video production for any public purpose.

7. INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

8. AGREEMENT ALTERATIONS AND AMENDMENTS

This agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

9. TERMINATION

Either party may terminate this Agreement upon 30 days' prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

10. TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

11. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, contract terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

12. GOVERNANCE

This contract is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a) applicable state and federal statutes and rules;
- b) statement of work; and
- c) any other provisions of the agreement, including materials incorporated by reference.

13. ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

14. WAIVER

A failure by either party to exercise its rights under this agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

15. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

16. ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

17. CONTRACT MANAGEMENT

The program manager for each of the parties shall be responsible for and shall be the contact person for all notices, communications and billings regarding the performance of this Agreement.

The Program Manager for SCCtv is:

John Sharify
General Manager
SCCtv
9600 College Way N
Seattle, WA 98103
206-985-3919

The Program Manager for the Port of Seattle is: Kathy Roeder
Director of Communications, Public Affairs
Port of Seattle
P.O.Box1209
Seattle, WA U.S.A. 98111
206-787-3364

IN WITNESS WHEREOF, the parties have executed this Agreement.

State of Washington
SCCtv

Port of Seattle

By: _____
 Dr. Shouan Pan
Title: Chancellor
Date: _____

By: _____
 Stephen P. Metruck
Title: Executive Director
Date: _____

APPROVED AS TO FORM ONLY:

_____ day of _____, 2018

By: _____

ROBERT W. FERGUSON
Attorney General

By: _____
Derek L. Edwards
Assistant Attorney General

Attachment A
Statement of the Work

Meetings Support:

SCCtv will provide multi-camera productions of the Port of Seattle Commission's regular and special meetings that are streamed live during each meeting and then encoded, chaptered and made available for on-demand viewing via the Internet. A separate video of the Executive's Report is created and sent to the Port of Seattle. The digital files of each meeting will be stored with SCCtv. SCCtv will provide the bandwidth to access these meetings and to provide viewing by the public. SCCtv also will provide web interface capability according to the Port's requirements (see SCCtv Web Portal Services below), branded for the Port of Seattle, for providing public access to meetings along with related agendas and documentation.

Most regular Commission meetings are held in Commission chambers at Port of Seattle's Pier 69 Headquarters and at Seattle-Tacoma International Airport. In the event that meetings are held in selected offsite locations, SCCtv will stream meetings live according to normal procedures where possible. In locations where live streaming is not supported by available technology, SCCtv will record the meeting for posting on the Port's website the following day.

Rate per month: \$12,590. Meetings in excess of 28 per year billed at \$6,295 per meeting

SCCtv Web Portal Services for Commission Meetings:

SCCtv will provide the service of hosting online the video, audio and digital documents for each Port of Seattle Commission meeting via SCCtv's Web Portal Services. The monthly charge for this service provides maintenance support (estimated at 20-hours per month) and limited web design development support. Any significant web portal projects would be priced according to the requirements of the project, independent of the monthly support.

Rate per month: \$2,000.

Video Stories and Promotional Videos:

Provide services for pre-production (informal meetings, scripting, approval and changes), production (recording, scheduling of video shoots and interviews), post-production (editing, graphics, audio additions and sweetening), draft approval, up to two (2) rounds of changes, and filing and delivery of product.

Each product will include a longer-form approximately 2 – 3 minute video and, if requested, a short-form (social media) version of the video of approximately 15-60 seconds.

For each story, consultant will provide necessary personnel and equipment (to be determined by specific project necessities), for pre-production, production and post-production.

Cost includes all aspects of pre-production, production and post-productions, including two re-edits to possible client changes. To avoid major changes major client changes after post-production stages, consultant and the Port client will confer during the total process.

Rate per story: \$2500, invoiced upon completion.

Interlocal Agreement Between
The Port of Seattle & SCCtv

Additional Services:

Additional services based on rates listed and approved by Commission Chief of Staff and Public Affairs Director or their designees:

1. Web development for new features - \$125/hour
2. Footage requests - Camera and Operator only:
3. ½ Day (4 hours) \$500
4. Full Day (8 hours) \$800
5. Producer (accompanying the camera operator: \$ 100 per hour
6. Scripting and Editing: \$100 per hour
7. Live streaming non-Commission webcast: TBD based on request.
8. Archiving and storing of files: no charge.

Scheduling of Services for each video service events will be coordinated between:

- a. Port of Seattle Representative: Chris Nardine, A/V Services Mgr., Public Affairs, (206) 787-4821
- b. SCCtv Representative: Tom Butterworth, Station Director 206-934-3966

Attachment B
Direct and Indirect Costs

Port Commission Meeting Pricing

Includes titling, 2-3 personnel/full day, three camera, switched shoot including prep, set-up, breakdown, live streaming of meeting, editing, encoding, dubbing to tape, posting, delivery to KCTV, on-demand streaming/storage, gear and vehicle maintenance per meeting, all chaptering done for meeting.

\$6,295 Total cost per month of \$12,590 for up to 28 meetings per year. Additional meetings funded on a per meeting cost.

Video Stories and Promotional Videos:

\$2500 per story based on average work provided to create each story. Provide services for pre-production (informal meetings, scripting, approval and changes), production (recording, scheduling of video shoots and interviews), post-production (editing, graphics, audio additions and sweetening), draft approval and up to two (2) rounds of changes, and filing and delivery of product. Pricing based on SCCtv's rates for those services (\$35,000 per year based on 14 stories or video work equaling 14 stories):

\$1,500	3 X ½ day video shoot (anything under four hours at \$500/half day)
\$500	Meetings, Logging video, scripting video (5 hours)
\$500	Video editing, encoding, streaming (5 hours)
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\$2,500	per story

SCCtv Web Portal Services for Commission Meetings:

SCCtv will provide the service of hosting online Port Commission meeting video, audio and digital documents for each Port of Seattle Commission meeting via SCCtv's Web Portal Services. The monthly charge for this service provides maintenance support for web coding updates, server updates and other work to keep the web portal online and at a current level of service. Additional web development for new features and enhancements will be charged at a rate of \$125/hour.

\$2,000 per month.

\$151,080	Commission Meetings
\$35,000	Video Stories
\$24,000	Web Portal Services
\$29,920	Additional Services
\$240,000	Estimated Annual Budget per year