

Ordinance No. 123640

Council Bill No. 117204

AN ORDINANCE relating to cable television; designating Seattle Community College District VI as the Designated Access Manager for public access television; authorizing the Chief Technology Officer to enter into a contract with Seattle Community College District VI for the provision, management and operation of public access television services; authorizing the Chief Technology Officer to remove Seattle Community College District VI as Designated Access Manager and to terminate or amend the terms of the contract; increasing appropriations in connection thereto; authorizing the Chief Technology Officer to terminate the designation of Seattle Community Access Network as the Designated Access Manager; and ratifying and confirming certain prior acts; all by a three-fourths vote of the City Council.

The City of Seattle - Legislative Department

Council Bill/Ordinance sponsored by: _____

Brian C. Hill
Councilmember

Committee Action:

6/15/2011 PASSED AS AMENDED BH, RC, NL

CF No. _____

Date Introduced:	<u>6.13.11</u>	
Date 1st Referred:	To: (committee)	
Date Re - Referred:	To: (committee)	
Date Re - Referred:	To: (committee)	
Date of Final Passage:	Full Council Vote:	
<u>6/20/11</u>	<u>8-0</u>	
Date Presented to Mayor:	Date Approved:	
<u>6/21/11</u>	<u>6.23.11</u>	
Date Returned to City Clerk:	Date Published:	T.O. <input checked="" type="checkbox"/>
<u>6.23.11</u>		F.T. <input type="checkbox"/>
Date Vetoed by Mayor:	Date Veto Published:	
Date Passed Over Veto:	Veto Sustained:	

Energy Technology + Civil Rights

6/20/11 PASSED 8-0 (excused: O'Brien) Full Council

This file is complete and ready for presentation to Full Council. Committee: _____ (initial/date)

Law Department

Law Dept. Review

OMP Review

City Clerk Review

Electronic Copy Loaded

Indexed

ORDINANCE 123640

AN ORDINANCE relating to cable television; designating Seattle Community College District VI as the Designated Access Manager for public access television; authorizing the Chief Technology Officer to enter into a contract with Seattle Community College District VI for the provision, management and operation of public access television services; authorizing the Chief Technology Officer to remove Seattle Community College District VI as Designated Access Manager and to terminate or amend the terms of the contract; increasing appropriations in connection thereto; authorizing the Chief Technology Officer to terminate the designation of Seattle Community Access Network as the Designated Access Manager; and ratifying and confirming certain prior acts; all by a three-fourths vote of the City Council.

WHEREAS, Comcast of Washington I, Inc. and Comcast of Washington IV, Inc. (collectively "Comcast") is authorized to provide cable services in the City of Seattle ("City") in accordance with a Cable Franchise Agreement ("Franchise") approved under Ordinance 122089 and Millennium Digital Media Systems, L.L.C., d/b/a Broadstripe Cable, is authorized to provide cable services in the City in accordance with a Franchise approved under Ordinance 122514; and

WHEREAS, the Franchises between the City and the cable operators provide for public access channels and allow the City to name an outside entity to act as the designated access manager ("Designated Access Manager") to operate the public access channels and to manage the use of any or all public access facilities and resources provided by the cable companies; and

WHEREAS, Ordinance 120214 designated the Seattle Community Access Network ("SCAN") as the Designated Access Manager and SCAN provided public access services until its contract ended on December 31, 2010, and was subsequently awarded a contract to provide interim public access services until June 30, 2011; and

WHEREAS, the 2011 Adopted Budget authorizes implementation of a new model for providing the public access television services and issuance of a request for proposals to develop a new operational model; and

WHEREAS, Seattle Community College District VI was selected through a competitive process and is willing to act as the Designated Access Manager and provide public access services, training, outreach and programs on the public access channels on a city-wide basis, in accordance with the RFP; and



1 WHEREAS, Ordinance 123461 increased the franchise fee chargeable to cable television
2 operators by 0.2 percent, from 4.2 percent to 4.4 percent of gross revenues, thereby
3 increasing revenue to the Cable Subfund by approximately \$320,000 per year, of which
4 only \$138,000 was designated for specific use in the 2011 Adopted Budget; and

5 WHEREAS, the Department of Information Technology and the Citizens Telecommunications
6 and Technology Advisory Board ("CTTAB") have recommended that \$87,000 of this
7 increased revenue to the Cable Subfund be used to pay for services to be provided by the
8 public access television operator; NOW, THEREFORE,

9 **BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:**

10 Section 1. Seattle Community College District VI is hereby designated as the new
11 Designated Access Manager for public access television superseding and terminating the
12 previous designation of SCAN provided under Ordinance 120214.

13 Section 2. The Chief Technology Officer ("CTO") is authorized to enter into an
14 agreement with Seattle Community College District VI substantially in the form of Attachment 1
15 to this ordinance. Pursuant to the terms and conditions of that agreement Seattle Community
16 College District VI, hereinafter referred to as the "Designated Access Manager," shall manage
17 and operate the City's public access channels and the use of public access resources provided to
18 it by the City.

19 Section 3. In order to pay for necessary costs and expenses incurred or to be incurred,
20 but for which insufficient appropriations were made due to causes that could not reasonably have
21 been foreseen at the time the 2011 Budget was adopted, the appropriations for the following
22 items in the 2011 Budget are increased from the funds shown, as follows:



Item	Fund	Department	Budget Control Level	Amount
3.1	Cable Television Franchise Subfund (00160)	Information Technology	Cable Fee Support to Information Technology Fund (D160B)	\$87,000
3.2	Information Technology Fund (50410)	Information Technology	Office of Electronic Communications (D4400)	\$87,000
Total				\$174,000

Section 4. Any act consistent with the authority of this ordinance taken prior to its effective date is hereby ratified and confirmed.

Section 5. This ordinance shall take effect and be in force 30 days from and after its approval by the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it shall take effect as provided by Seattle Municipal Code Section 1.04.020.



1 Passed by a 3/4 vote of all the members of the City Council the 20th day of
2 June, 2011, and signed by me in open session in authentication of its
3 passage this 20th day of June, 2011.

4
5 
6 President _____ of the City Council

7
8 Approved by me this 23rd day of June, 2011.

9
10 
11 Michael McGinn, Mayor

12 Filed by me this 23rd day of June, 2011.

13
14 
15 Monica Martinez Simmons, City Clerk

16 (Seal)

17
18 Attachment 1: Agreement for Public Access Cable Television Channel Manager

19 Exhibit A: List of City-owned equipment

20 Exhibit B: Request for Proposals (RFP)

21 Exhibit C: Amendment #1 to RFP

22 Exhibit D: Amendment #2 to RFP

23 Exhibit E: Amendment #3 to RFP

24 Exhibit F: Insurance Requirements Transmittal Form

25 Exhibit G: Public Access Manager's (Seattle Community Colleges Television's) Proposal



The City of Seattle
Department of Information Technology

And

Seattle Community College District VI

AGREEMENT FOR

Public Access Cable Television Channel Manager

DPO DIT 110031

THIS AGREEMENT is made effective June 1, 2011 (the "Effective Date"), and entered into by and between The City of Seattle ("City"), a first class city of the State of Washington, through its Department of Information Technology, and Seattle Community College District VI ("Public Access Manager"), an agency of the State of Washington and authorized to do business in the State of Washington.

WHEREAS, The City of Seattle has entered into or will enter into franchise agreements with Cable Operators, including Comcast of Washington I, Inc. and Comcast of Washington IV, Inc. (collectively "Comcast"), and Millennium Digital Media Systems, L.L.C., d/b/a Broadstripe Cable ("Broadstripe"), that require such Cable Operators to provide certain channels and resources dedicated for use by the public;

WHEREAS, the franchise agreements between The City of Seattle and its Cable Operators provide for public access channels and allow the City to appoint an outside entity to act as the Designated Public Access Manager and to manage and operate the Public Access Channel;

WHEREAS, the City of Seattle, through the Department of Information Technology, initiated a Request for Proposal on March 21, 2011 to seek a Public Access Manager to operate and provide related community digital media production services;

WHEREAS, the Request for Proposals was consistent with the guidelines provided by the Seattle City Council through its Statement of Legislative Intent 37-1-A-1;

WHEREAS, as a result of the Request for Proposals process, the Seattle Community College District VI was selected as the Public Access Manager;

WHEREAS, under this Agreement, the Public Access Manager will utilize an online software platform designed specifically for public access stations to streamline functions, increase and simplify access for producers, increase access to produced programming, and encourage connection with others in the public access community locally and nationally through other online services including social media;



WHEREAS, under this Agreement, the Public Access Manager will seek to ensure that all communities, including youth, people of color, immigrant, refugee, and disadvantaged, understand that public access is available for them to give voice to their issues and causes, and,

WHEREAS, funds for this purpose will be subject to annual appropriation by the Seattle City Council in the City's budget process,

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance of the scope of services contained herein The City of Seattle and the Public Access Manager mutually agree as follows:

1. **Entire Agreement:** This Agreement, including all exhibits, attachments, addenda, and subsequently issued amendments addenda, comprises the entire agreement between the City and the Public Access Manager. The Request for Proposals ("RFP"), its Addenda, and the Public Access Manager's Proposal are explicitly included as Exhibits B through G. Where there are conflicts between these documents, the controlling document will first be this Agreement as amended, then the Public Access Manager's proposal, and then the RFP and its Addenda.
2. **Designation as Public Access Manager:** The Seattle Community College District VI shall serve as the City's Public Access Manager and shall have sole responsibility for operating and managing the Public Access Channel and for providing and managing all Public Access services pursuant to the terms and conditions of this Agreement.
3. **City's Right to designate Public Access Manager:** The City reserves the right to remove Seattle Community College District VI as the Public Access Manager and appoint any other Person or entity to be the designated Public Access Manager upon the termination of this Agreement pursuant to the termination procedures set forth herein.
4. **Term:** The term of this Agreement shall commence as of the effective date and shall terminate on June 30, 2014 unless extended by mutual agreement of the parties or terminated earlier as provided herein.
5. **Scope of Services**
 - 5.1 **Management of Public Access Channels:** The Public Access Manager shall manage access to and use of the public access channels, Comcast channel 77 and Broadstripe channel 23 (hereinafter collectively the "Public Access Channel"), facilities and equipment so that members of the public have an opportunity to create, produce and distribute programming on the Public Access Channel. Access to and management of these resources shall be consistent with the terms of this Agreement.
 - 5.2 **Transition Services:** During the initial transition period from June 1 to June 30, 2011, the Public Access Manager will work cooperatively with the City and the Interim Public Access Cable Provider ("SCAN") to ensure that the Public Access Manager is prepared and equipped to



commence cable-casting on July 1, 2011. Initial transition services will include but not be limited to:

- Work with the City and Comcast to originate a second channel from North Seattle Community College facilities for the cable-casting of public access programming beginning July 1, 2011.
- Meet with SCAN representatives and the City to ensure a smooth and orderly transition of Public Access management responsibility from SCAN to the Public Access Manager.
- On or approximately July 1, 2011 obtain the Tightrope Cablecast broadcast server from SCAN.
- Identify and maintain a secure location for storage of City-owned equipment (e.g. cameras, computers, etc).
- Implement Open Media to allow for upload of content, check out equipment, schedule programming, coordinate crews and other activities.
- Contact current producers and obtain permission to continue cable-casting their programs. Ensure proper controls are in place so that no copyrighted material is cable-cast.
- Develop preliminary schedule for public access programming.

5.3 Transition Services between July 1 and September 30, 2011: The Public Access Manager shall:

- Determine what City-owned equipment it needs and take possession of any City-owned equipment. Maintain a complete record of City-owned equipment.
- Initiate training for Producers in the use of the new Open Media platform.
- Provide a management plan for the City's review to ensure efficient and sustainable operations, including but not limited to: program scheduling; automated playback and encoding; channel operations and administrative policies and procedures.
- Develop and conduct revenue-generating activities. Provide a 3-year revenue generation plan for the City's review.
- Provide policies to the City for channel administration, oversight and governance, including:
 - Channel policies, including policies for acceptable use of facilities and channel
 - Handling obscene and illegal content
 - Enforcement and remedies for violations of policies
 - Appeal of enforcement decisions
 - Complaint procedures

The Public Access Manager shall use SCAN current policies as a model for policies until such time as it formulates and adopts its own or by September 30, 2011 whichever is sooner.

5.4 Cable-Casting: On July 1, 2011 at 12:01 a.m., the Public Access Manager will commence cable-casting non-commercial programming over the Public Access Channel. Cable-casting will be twenty-four (24) hours per day.

5.5 Outreach: The Public Access Manager will promote the use and benefit of the Public Access Channel. Outreach efforts should target participation in the production of programming from:

A. individuals and groups who are currently using, or have recently used, SCAN facilities or equipment to produce public access television programs, and



- B. youth, people of color, immigrant and refugee, and disadvantaged communities.
- 5.6 Training: The Public Access Manager will provide training in media production and in the use of its equipment and facilities. Training shall also cover use of new media and social networking techniques. Training opportunities should target participation by:
- A. individuals and groups who are currently using, or have recently used, facilities or equipment of SCAN to produce public access television programs, and
- B. youth, people of color, immigrant and refugee, and disadvantaged communities.
- 5.7 Facility Space and Location: The Public Access Manager shall provide secure premises that enable the Public Access Manager to provide the services required under this Agreement and to house the equipment provided under this Agreement. The facilities shall be located within the City limits throughout the term of this Agreement.
- 5.8 Equipment: The Public Access Manager will have equipment necessary for and used in connection with the creation, production, storage, and archiving of video programming. The equipment will include cameras, lights, control boards, video recording decks, mixers, etc. The Public Access Manager will make equipment available for producers to use at the facility or to borrow/check out for use outside of the facility.
- 5.9 Website
- A. Basic information: The Public Access Manager will maintain a website containing information about the Public Access Channel, its policies and procedures, fees, and training schedules.
- B. Video Upload and Storage: The website will accept digital media and support simultaneous streaming of content and on-line archiving of current and recent programs.
- 5.10 Policies and Procedures: The Public Access Manager will develop and implement policies and procedures to ensure that public access to facilities, equipment and training are available to all Seattle residents on a non-discriminatory basis. By September 30, 2011, the Public Access Manager shall adopt and make available to the public written policies and procedures including:
- a) handling obscene and illegal content;
- b) production standards for public access television and web programming, and,
- c) acceptable use of equipment, facilities and services.
- 5.11 Warranty By Producers: The Public Access Manager shall require all persons who produce and submit programming ("Producer") to execute an agreement holding the Public Access Manager and the City, its officers, departments, agents, boards and employees harmless for program content, and a written representation and warranty that the program they are submitting does not contain:



- A. Any material that promotes the sale of commercial products or services, or any material that in whole or in part depicts, demonstrates, or discusses products, services, or businesses with the intent or effect of benefiting or enhancing profit making enterprises.
- B. Any advertisement or other information concerning any lottery, gift enterprise, or similar scheme offering prizes dependent in whole or in part upon lot or chance, or any list of the prizes drawn or awarded by means of any such lottery, gift enterprise, or scheme;
- C. Any violation of any City, state or federal law relating to obscenity or indecency;
- D. Any material that is libelous, slanderous or an unlawful invasion of privacy;
- E. Any use of material that violates copyright law;
- F. Any material that would otherwise violate any City, federal or state statute, law, or regulation
- G. Any direct or indirect solicitation of political support by or on behalf of any candidate for public office.

The Public Access Manager shall have the right to limit, terminate, or suspend the use of production facilities by any Person, who uses such production facilities to produce programming of a nature prohibited under this Section, or who fails to abide by reasonable rules of the Public Access Manager.

The Public Access Manager shall retain for the applicable statute of limitations copies of such Producers agreements and such other relevant records and shall make them available for the City's inspection, upon reasonable notice by the City.

- 5.12 Programming Obligations: The Public Access Manager may not prohibit access to the Public Access Channel by non-commercial programmers and non-revenue producing programming except to the extent authorized by 47 U.S.C. 532(h), as it may from time to time be amended, or to the extent otherwise provided by law, regulations or administrative rulings promulgated thereunder. The Public Access Manager shall schedule programming for the Public Access Channel and provide equal opportunity for use of the facilities and equipment, except residents of the City shall be given preference over non-residents. Notwithstanding the foregoing provision, nothing in this Agreement shall require the Public Access Manager to act, or to refrain from acting, in violation of any federal, state, or local law or regulation.
- 5.13 Non-Profit Organization Programming. Nothing in this Agreement shall prohibit the use of the Public Access Channel and equipment for the creation or production or distribution of noncommercial programming that may be used by nonprofit organizations to solicit contributions or subscriptions to support the goals and purposes of such nonprofit organization; provided, however, that any programming that is created or produced using the equipment shall first be cablecast on the Public Access Channel before it may be redistributed or used by such nonprofit organization for purposes of soliciting contributions or subscriptions.
- 5.14. User Fees. If user fees are charged, the Public Access Manager shall publish the schedule of user fees on its website. Such user fees schedules shall be submitted to the City for review. User fees shall be reasonable and if applied to Seattle residents, such fees shall not substantially impede such resident's ability to use the Public Access Channel. The Public Access Manager shall



provide discounts or free use to individuals who qualify for reduced rates for City utilities. The City will provide income guidelines for determining eligibility. Any user fees shall be limited to fees for membership, the use of studio space, editing space and editing equipment, and for training. Nothing herein shall be construed to allow the Public Access Manager to charge for channel time on the Public Access Channel.

- 5.15. Underwriting and Sponsorship of Public Access Programming. The programming obligations in Section 5.12 shall not prevent limited use of the Public Access Channel by the Public Access Manager to solicit sponsorship of Public Access shall not prevent the Public Access Manager from producing or sponsoring Programming, and shall not prevent any person, including the Public Access Manager, the City or Cable Operators, from underwriting Programming.
- 5.16. Obscenity. Pursuant to 47 U.S.C. § 532(h), the Public Access Manager shall not transmit, or permit to be transmitted, over the Public Access Channel any programming that is obscene in the sense that the programming is not protected speech under the Constitution of the United States. The Public Access Manager shall adopt a written policy and rules prohibiting obscene programming. The Public Access Manager acknowledges that the City's Cable Operators are subject to this prohibition and that transmission of such Programming over any Channel is a breach of Cable Operator's Franchise Agreement(s) with the City.
- 5.17. No City Control over Decisions Concerning Programming Content. The City shall have no right under this Agreement to exercise control over the decisions of the Access Manager regarding any programming content, except as otherwise provided in this Agreement or by law.
- 5.18. Programming Content Decisions and Review. The Public Access Manager shall adopt a formal process to respond to complaints regarding content decisions made by the Public Access Manager, including but not limited to decisions concerning obscenity, commercial/non-commercial programming and time-channeling of programming, pursuant to Sections 5.10 and 5.11.
6. **Performance Standards:** Under Normal Operating Conditions, the Public Access Manager shall meet the performance standards of this Section. Normal Operating Conditions means service conditions within the control of the Public Access Manager. Those conditions that are not within the control of the Public Access Manager include but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions.
 - 6.1 Cable-cast twenty-four (24) hours a day;
 - 6.2 Cable-cast a minimum of 540 hours of programming per month that are produced by local producers or submitted by local producers;
 - 6.3 Make studio times available that are convenient and practical for users for a minimum of 32 hours per month;
 - 6.4 Make editing suite times available that are convenient and practical for users for a minimum of 32 hours per month;
 - 6.5 Provide a minimum of 24 hours of training per month;



- 6.6 Conduct a minimum of 4 outreach events (e.g., program, meeting, etc.) per month, and
- 6.7 Make check-out and return of equipment available at least 32 hours per month.

7. **Additional Services:** During the term of the Agreement, the City may request the Public Access Manager to perform additional services related to Public Access and outside of the performance standards stated in Section 6. If the parties mutually agree to the additional deliverables, the additional deliverables and associated compensation shall be incorporated into this Agreement by amendment.

8. **Non-Monetary Resources to be Provided by the City**

- 8.1 The City shall coordinate provision of the Public Access Channel connectivity between Comcast and the Public Access Manager, including the return path to send television signal to Comcast's head-end for downstream distribution to cable subscribers.
- 8.2 Exhibit A lists all the equipment owned by the City. The Public Access Manager will determine the City-owned equipment it needs, will provide a list of such equipment to the City, and will take possession of such equipment by September 30, 2011. The equipment shall be lent by the City to the Public Access Manager during the term of this Agreement. The Public Access Manager shall provide regular maintenance and repair of the equipment. The Public Access Manager shall return any or all lent equipment to the City a) at the end of the equipment's useful life, b) at any time upon demand by the City or c) upon the termination of this Agreement for whatever reason.

9. **Compensation, Invoicing and Payment**

- 9.1 Total Compensation: Total compensation under this agreement shall not exceed \$654,500 pursuant to the following increments:

For the period June 1, 2011 through December 31, 2011	\$187,000.00
For the period January 1, 2012 through December 31, 2012	\$187,000.00
For the period January 1, 2013 through December 31, 2013	\$187,000.00
For the period January 1, 2014 through June 30, 2014	\$93,500.00

The compensation is payable as follows:

- A. Compensation for Transition Services: The City will compensate the Public Access Manager for transition services performed during the period from June 1 through September 30, 2011:

June 1 to June 30, 2011	\$50,000.00
July 1 to July 31, 2011	\$20,000.00
August 1 to August 31, 2011	\$11,750.00
September 1 to September 30, 2011	\$11,750.00

- B. Monthly Compensation: The City will compensate the Public Access Manager in the amount of \$15,583.33 per month for cable-casting services during the period from July 1, 2011 through June 30, 2014. The City shall compensate the Public Access Manager for cable-



casting only when the Public Access Manager satisfactorily meets the performance standards in Section 6.

- 9.2 **Invoicing:** The Public Access Manager shall submit an invoice for cable-casting and related services after the end of each month of service. A performance report shall accompany the invoice. The performance report shall describe the Public Access Manager's activities for the month and the achievement of the performance standards contained in Section 6. The Public Access Manager may note efforts toward securing non-city funds for the supporting of its public access efforts and any results thereof.

Other Reporting: The City from time to time may request additional information from the Public Access Manager if it deems such information useful in determining the progress of the Public Access Manager in relation to Public Access services. Examples of such additional information include but are not limited to: annual equipment inventory and maintenance records; any surveys conducted about the use of the equipment and facilities; number of visitors to website etc. The Public Access Manager shall make good faith efforts to assist the City in obtaining such information.

The Public Access Manager shall submit invoices and performance reports to:

Department of Information Technology
Accounts Payable Unit
PO Box 94709
Seattle, WA 98124-4709
Nitaya Kambhiranond
206-684-0482
nitaya.kambhiranond@seattle.gov

- 9.3 **Payment:** The City will remit payment within 30 days of receipt of a properly executed invoice and performance report. In the event the City determines that the Public Access Manager is not in compliance with an obligation of this Agreement, the City may exercise among other remedies, the right to withhold funds payable for those services not performed or not properly performed. The City may also exercise its right to terminate the Agreement pursuant to the Termination Section of this Agreement and appoint another entity to serve as the Public Access Manager. In addition, the City may exercise any other remedies available to it under law or in equity.

10. **Distribution Rights**

- 10.1. **First Distribution.** The Public Access Manager shall require that all programs produced with funds paid or equipment lent under this Agreement shall be distributed first on the Public Access Channel whose use is authorized by this Agreement. Subsequent distribution must be consistent with any pertinent guidelines established in the Public Access Manager's operating policies and procedures.
- 10.2 **Disclaimers.** No less than four times each day approximately six hours apart, the Public Access Manager shall display a message stating that the opinions expressed in Public Access programs are the sole responsibility of the program producers and not those of the Public Access Manager, the City of Seattle or the Cable Operator.



11. **Representations:** The Public Access Manager represents and warrants that it has the requisite training, skill and experience necessary to provide Services and is appropriately accredited and licensed by all applicable agencies and governmental entities and shall remain so throughout the term of this Agreement.

12. **Independent Contractor:** It is the intention and understanding of the parties that the Public Access Manager is an independent contractor. This Agreement is not intended for the Public Access Manager to act in any way, in the capacity of a City employee. The parties agree that the City has neither direct nor immediate control over the Public Access Manager or the right to control the manner or means by which the Public Access Manager performs the Services. The Public Access Manager agrees that neither the Public Access Manager nor any of its employees shall be deemed to be an employee of the City for any purpose. This Agreement does not authorize the Public Access Manager to act as the agent or legal representative of the City for any purpose whatsoever. The Public Access Manager is not granted any express or implied right or authority to assume or create any obligation or responsibility on behalf of or in the name of the City or to bind the City in any manner or thing whatsoever. The City shall be neither liable for nor obligated to pay sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax that may arise as an incident of employment. The Public Access Manager shall pay all income and other taxes as due. Industrial or other insurance that is purchased for the benefit of the Public Access Manager shall not be deemed to convert this Agreement to an employment contract. It is recognized that the Public Access Manager is permitted to perform work during the term of this Agreement for other parties and that the City is not the exclusive user of the services that the Public Access Manager provides.

13. **No Partnership or Joint Venture:** The City shall in no event be construed to be a partner, associate or joint venture of the Public Access Manager or its subcontractors, officers or employees as a consequence of this Agreement.

14. **Not an Agency:** The Public Access Manager is not, nor shall it be deemed to be, or hold itself out to be, a department or operating agency of the City.

15. **No Responsibility for Obligations of Public Access Manager:** The City shall not be liable for any obligation incurred by the Public Access Manager. The Public Access Manager shall not represent to any Person that the City is liable for The Public Access Manager's obligations.

16. **No Third Party Rights:** Nothing in this agreement shall be construed to permit anyone other than the parties hereto and their successors and assigns to rely upon the covenants and agreements herein nor to give any such third party a cause of action whether as a third party beneficiary or otherwise on account of any non-performance hereunder.

17. **Non-Discrimination in Employee Benefits**

17.1 Compliance with SMC Ch. 20.45: The Public Access Manager shall comply with the requirements of SMC Ch.20.45 and Equal Benefits Program Rules implementing such requirements, under which the Public Access Manager is obligated to provide the same or



equivalent benefits (“equal benefits”) to its employees with domestic partners as the Public Access Manager provides to its employees with spouses. At the City’s request, the Public Access Manager shall provide complete information and verification of the Public Access Manager’s compliance with SMC Ch. 20.45. Failure to cooperate with such a request shall constitute a material breach of this Agreement.

17.2 Remedies for Violations of SMC Ch. 20.45: Any violation of this Section shall be a material breach of Contract for which the City may:

- A. Require the Public Access Manager to pay appropriate sanctions for each day that the Public Access Manager is in violation of SMC Ch. 20.45 during the term of the Agreement; or
- B. Terminate the Agreement; or
- C. Disqualify the Public Access Manager from bidding on or being awarded a City contract for a period of up to five (5) years; or
- D. Impose such other remedies as specifically provided for in SMC Ch. 20.45 and the Equal Benefits Program Rules promulgated thereunder, or as provided in this Agreement.

18. **Women and Minority Business Inclusion, Equal Employment Opportunity**

18.1 The Public Access Manager shall not discriminate against any employee or applicant for employment because of race, color, age, sex, marital status, sexual orientation, gender identity, political ideology, creed, religion, ancestry, national origin, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. The public Access Manager shall make affirmative efforts to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, age, sex, marital status, sexual orientation, gender identity, political ideology, creed, religion ancestry, national origin, or the presence of any sensory, mental or physical handicap. Such efforts shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation and selection for training.

18.2 The Public Access Manager shall promote and seek inclusion of women and minority businesses on subcontracting opportunities within the Agreement scope of work. The Public Access Manager agrees to make such efforts a condition of the Agreement. A women or minority business is one that self-identifies to be at least 51% owned. Such firms may also be, but do not have to be, certified by the State of Washington.

18.3 Inclusion efforts may include the use of solicitation lists, advertisements in publications directed to minority communities, breaking down total requirements into smaller tasks or quantities where economically feasible, making other useful schedule or requirements modifications that are likely to assist small or WMBE businesses to compete, targeted recruitment efforts, and using the services of available minority community and public organizations to perform outreach, and selection strategies that result in great subcontractor diversity.

18.4 Record-Keeping: The Public Access Manager shall maintain, for at least 24 months after the expiration or earlier termination of this Agreement, relevant records and information necessary to



document Public Access Manager affirmative efforts to solicit to women and minority business participation, including solicitations to subcontractors and suppliers, all subcontractors and supplier proposals received, and all subcontractors and suppliers actually utilized under this Agreement. The City shall have the right to monitor the affirmative efforts of the Public Access Manager and to inspect and copy such records of the Public Access Manager as are necessary to ensure compliance with the requirements of this Section.

18.5 **Sanctions for Violation:** Any violation of this Section, or a violation of SMC Ch. 14.04 (Fair Employment), SMC Ch. 14.10 (Fair Contracting), SMC Ch. 20.42 (Equality in Contracting), SMC Ch. 20.45 (Nondiscrimination in Benefits), or other local, state or federal non-discrimination laws shall be a material breach of contract for which the Public Access Manager may be subject to damages and sanctions provided for by the Agreement and by applicable law. Contractors found to be in violation of the requirements may be subject to debarment from City contracting activities in accordance with SMC Ch. 20.70.

19. **Assignment and Subcontracting:** The Public Access Manager shall not assign or subcontract any of its obligations under this Agreement without City's written consent, which may be granted or withheld in City's sole discretion. Any subcontract made by the Public Access Manager shall incorporate by reference all the terms of this Agreement. The Public Access Manager shall ensure that all subcontractors comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract shall not release the Public Access Manager from liability under this Agreement, or from any obligation to be performed under this Agreement, whether occurring before or after such consent, assignment, or subcontract.

20. **Involvement of Former City Employees:** Throughout the term of the Agreement, the Public Access Manager shall provide prompt written notice to the City of any current or former City employee, officer, or volunteer who is working on or assisting the Public Access Manager with solicitation or performance of City business. In addition to the foregoing notice, except as provided by law, the Public Access Manager shall not permit any former City officer or employee, for a period of two years after leaving City office or employment, to assist the Public Access Manager on a matter in which the former City officer or employee participated while with the City. The Public Access Manager shall comply with all applicable requirements of the City's Code of Ethics, Chapter 4.16, Seattle Municipal Code, and shall advise its officers, employees, and subcontractors, as necessary.

21. **No Conflict of Interest:** The Public Access Manager confirms that it does not have a business interest or close family or domestic partner relationship with any City officer or employee who was, is, or will be involved in the Public Access Manager's selection, negotiation, drafting, signing, administration, or evaluating the Public Access Manager's performance.

22. **Proprietary and Confidential Information**

22.1 The Public Access Manager understands that any records (including but not limited to bid or proposal submittals, the Agreement, and any other Agreement materials) it submits to the City, or that are used by the City even if the Public Access Manager possesses the records, are public records under Washington State law, RCW Chapter 42.56. Public records must be promptly disclosed upon request unless a statute exempts them from disclosure. The Public Access



Manager also understands that even if part of a record is exempt from disclosure, the rest of that record generally must be disclosed.

- 22.2 If the City receives a public disclosure request made pursuant to RCW 42.56, the City will not assert an exemption from disclosure on behalf of the Public Access Manager. The City may notify the Public Access Manager of the request and postpone disclosure for ten business days to allow the Public Access Manager to file a lawsuit seeking an injunction preventing the release of documents pursuant to RCW 42.56.540. Any notification is provided as a courtesy and is not an obligation on behalf of the City. Unless the Public Access Manager obtains and serves an injunction upon the City before the close of business on the tenth business day after the date of the notification, the City may release the documents. It is the Public Access Manager's discretionary decision whether to file the lawsuit.
- 22.3 If the Public Access Manager does not obtain and serve an injunction upon the City within 10 business days of the date of the City's notification of the request, the Public Access Manager is deemed to have authorized releasing the record.
- 22.4 Notwithstanding the above, the Public Access Manager must not take any action that would affect (a) the City's ability to use goods and services provided under this Agreement or (b) the Public Access Manager's obligations under this Agreement.
- 22.5 The Public Access Manager will fully cooperate with the City in identifying and assembling records in case of any public disclosure request.

23. **Indemnification:** To the extent permitted by law, the Public Access Manager shall protect, defend, indemnify and hold the City, its officers, departments, agents, boards and employees, harmless from and against all losses, claims, demands, damages, costs, actions and causes of actions, liabilities, fines, penalties, judgments, expenses and attorney fees, resulting from the injury or death of any person or the damage to or destruction of property, or suits brought against the City for content decisions by the Public Access Manager, or the infringement of any patent, copyright, trademark or trade secret, arising out of the work and Services performed or goods provided under this Agreement, or the Public Access Manager's violation of any law, ordinance or regulation, Agreement provision or term, or condition of regulatory authorization or permit, except for damages resulting from the sole negligence of the City. As to the City of Seattle, the Public Access Manager waives any immunity it may have under RCW Title 51 or any other Worker's Compensation statute. The parties acknowledge that this waiver has been negotiated by them, and that the Agreement price reflects this negotiation.

24. **Notification of Action Brought:** In the event that any claim, demand, suit or legal action is made or brought by any Person(s), firm, corporation, or other entity against the Public Access Manager relating to or arising out of this Agreement, the Public Access Manager shall give written notice thereof to the City within five (5) working days after being notified of such claim, demand, suit or other action.

25. **Insurance:** Seattle Community College District VI warrants that it is self-insured against liability claims in accordance with the risk management and tort claims statutes, including RCW 4.92 and RCW 43.41.280 et seq. The tort claims procedure, RCW 4.92.100 et seq., provides the fundamental remedy for all tort liability claims against the Seattle Community College District VI and its officers, employees, and agents acting as such and all such claims must be filed and processed as provided therein.



The Public Access Manager will provide a certificate of self-insurance from the Washington State Office of Financial Management upon request.

26. **Inspection of Records:** The City, and its designated agent, shall have access at all reasonable time, including the Public Access Manager's normal business hours, to all books and records of the Public Access Manager.

27. **Audit:** Upon request, the Public Access Manager shall permit City, and any other governmental agency involved in the funding of the Services ("Agency"), to inspect and audit all pertinent books and records of Public Access Manager, any subcontractor, or any other person or entity that performed work in connection with or related to the Work, at any and all times deemed necessary by City or Agency, including up to six years after the final payment or release of withheld amounts has been made under this Agreement. Such inspection and audit shall occur in King County, Washington or other such reasonable location as City or Agency selects. The Public Access Manager shall supply City with, or shall permit City to make, a copy of any books and records and any portion thereof. The Public Access Manager shall ensure that such inspection, audit and copying right of City and Agency is a condition of any subcontract, agreement or other arrangement under which any other person or entity is permitted to perform work under this Agreement.

28. **Compliance with Law, Rules, Regulations and Franchise Agreements.**

28.1 General Requirement: The Public Access Manager, at its sole cost and expense, shall perform and comply with all applicable laws of the United States and the State of Washington; the Charter, Municipal Code, and ordinances of The City of Seattle; and rules, regulations, orders, and directives of their respective administrative agencies and officers.

28.2 Licenses and Similar Authorizations: The Public Access Manager, at no expense to the City, shall secure and maintain in full force and effect during the term of this Agreement all required licenses, permits, and similar legal authorizations, and comply with all related requirements.

28.3 Taxes: The Public Access Manager shall pay, before delinquency, all taxes, import duties, levies, and assessments arising from its activities and undertakings under this Agreement; taxes levied on its property, equipment and improvements; and taxes on the Public Access Manager's interest in this Agreement.

28.4 Franchise Agreements: The Public Access Manager shall conduct all operations in a manner that is consistent with the requirements, conditions, obligations and principles set forth in the existing Franchise Agreements between the City and Cable Operators and any future Franchise Agreements that the City may grant to Cable Operators. Such Franchise Agreements are incorporated by reference into this Agreement.

29. **Americans with Disabilities Act:** The Public Access Manager shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (ADA) in performing its obligations under this Agreement. In particular, if the Public Access Manager is providing services, programs or activities to City employees or members of the public as part of this agreement, the Public Access Manager shall not deny participation or the benefits of such services, programs, or activities, to people with disabilities on



the basis of such disability. Failure to comply with the provisions of the ADA shall be a material breach of, and be grounds for the immediate termination of this Agreement.

30. **No Gifts or Gratuities:** The Public Access Manager shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work or meals) to any City employee, volunteer or official, that is intended, or may appear to a reasonable person to be intended, to obtain or give special consideration to the Public Access Manager. Promotional items worth less than \$25 may be distributed by the Public Access Manager to City employees if the Public Access Manager uses the items as routine and standard promotions for business. Any violation of this provision may result in termination of this Agreement. Nothing in this Agreement prohibits donations to campaigns for election to City office, so long as the donation is disclosed as required by the election campaign disclosure laws of the City and of the State.

31. **Amendments:** No modification or amendment of the provisions hereof shall be effective unless in writing and signed by the Chief Technology Officer and the authorized representative of the Public Access Manager. The parties hereto expressly reserve the right to modify this Agreement, from time to time, by mutual agreement.

32. **Binding Effect:** The Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors, and assigns.

33. **Waiver:** No waiver of full performance by either party shall be construed or operate as a waiver of any subsequent default or breach of any of the terms, covenants or conditions of this Agreement. The payment of compensation to the Public Access Manager shall not be deemed a waiver of any right or the acceptance of defective performance.

34. **Applicable Law:** This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. The venue for any action relating to this Agreement shall be in the Superior Court for King County, State of Washington.

35. **Remedies Cumulative:** Remedies under this Agreement are cumulative; the failure to exercise on any occasion any right shall not operate to forfeit such right on another occasion. The use of one remedy shall not be taken to exclude or waive the right to use another.

36. **Captions:** The titles of sections, or subsections, are for convenience only and do not define or limit the contents.

37. **Severability:** Any invalidity, in whole or in part, of any provision of this Agreement shall not affect the validity of any other of its provisions.



38. **No Personal Liability:** No officer, agent, or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied nor for any statement or representation made herein or in any connection with the Agreement.

39. **Disputes:** The City and the Public Access Manager shall maintain business continuity to the extent practical while pursuing disputes. Any dispute or misunderstanding that may arise under this Agreement concerning the Public Access Manager's performance shall first be resolved, if mutually agreed to be appropriate, through negotiations between the Public Access Manager's Operations Manager and the City's Office of Cable Communications' Director, or if mutually agreed, referred to the Chief Technology Officer and the Public Access Manager's senior executive(s). Either party may decline or discontinue such discussions and may then pursue other means to resolve such disputes, or may by mutual agreement pursue other dispute alternatives such as alternate dispute resolution processes. Nothing in this dispute process shall in any way mitigate the rights, if any, of either party to terminate the Agreement in accordance with the termination provisions herein.

40. **Termination:**

40.1 Termination for Convenience. Either party may terminate this Agreement any time by written notice to the other party of such termination and specifying the effective date thereof, at least one-hundred twenty (120) days before the effective date of such termination.

40.2 Termination by City. This Agreement may be terminated by the City upon thirty (30) days written notice to the Public Access Manager, unless otherwise provided by this Agreement, if the Public Access Manager is in material breach of any of the terms of this Agreement, as determined in City's sole discretion, and such breach has not been corrected to the City's reasonable satisfaction in a timely manner.

40.3. Termination of Agreement by the Public Access Manager. This Agreement may be terminated by the Access Manager upon ninety (90) days written notice to the City if the City fails to materially perform in accordance with the terms of this Agreement through no fault of the Public Access Manager.

40.4 Non-Appropriation of Funds: The City may terminate this Agreement at any time without notice due to non-appropriation of funds, whether such funds are local, state or federal, and no such notice shall be required notwithstanding any notice requirement that may be agreed upon for other causes of termination.

40.5 Acts of Insolvency: This Agreement may be terminated by the City at any time upon written notice to the Public Access Manager if the Public Access Manager becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under any bankruptcy or insolvency law whether domestic or foreign, or is wound up or liquidated, voluntarily or otherwise.

40.6 Actions upon Termination: In the event termination is not the fault of the Public Access Manager, the Public Access Manager shall be paid for the services properly performed prior to termination. The Public Access Manager agrees that this payment shall fully and adequately compensate the Public Access Manager and its subcontractors for all profits, costs, expenses,



losses, liabilities, damages, taxes, and charges of any kind whatsoever (whether foreseen or unforeseen) attributable to the termination of this Agreement. Upon termination for any reason, the Public Access Manager shall provide the City with the most current design documents, contract documents, writing and other product it has completed to the date of the termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred.

41. **City Debarment:** In accordance with SMC Ch. 20.70, the Director of Finance and Administrative Services or designee may debar a Public Access Manager from entering into a Agreement with the City or from acting as a subcontractor on any Agreement with the City for up to five years after determining that any of the following reasons exist:

- a) Public Access Manager has received overall performance evaluations of deficient, inadequate, or substandard performance on three or more City Agreements.
- b) Public Access Manager failed to comply with City ordinances or Agreement terms, including but not limited to, ordinance or Agreement terms relating to small business utilization, discrimination, prevailing wage requirements, equal benefits, or apprentice utilization.
- c) Public Access Manager abandoned, surrendered, or failed to complete or to perform work on or in connection with a City Agreement.
- d) Public Access Manager failed to comply with Agreement provisions, including but not limited to quality of workmanship, timeliness of performance, and safety standards.
- e) Public Access Manager submitted false or intentionally misleading documents, reports, invoices, or other statements to the City in connection with an Agreement.
- f) Public Access Manager colluded with another entity to restrain competition.
- g) Public Access Manager committed fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing an Agreement for the City or any other government entity.
- h) Public Access Manager failed to cooperate in a City debarment investigation.
- i) Public Access Manager failed to comply with SMC Ch. 14.04, SMC Ch. 14.10, SMC Ch. 20.42, or SMC Ch. 20.45, or other local, State, or federal non-discrimination laws.

The Director may issue an Order of Debarment after adhering to the procedures specified in SMC 20.70.050. The rights and remedies of the City under these provisions are in addition to any other rights and remedies provided by law or under the Agreement.

42. **Negotiated Agreement:** The parties acknowledge that this is a negotiated agreement, that they have had the opportunity to have this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship thereof.



43. **Representatives:** The contacts for communications between the parties, other than official notices, are:

City: Tony Perez, Director, Office of Cable Communications
Department of Information Technology
PO Box 94709
Seattle, WA 98124-4709
206-386-0070
Tony.perez@seattle.gov

Public Access Manager: John Sharify, General Manager
Seattle Community Colleges Television
9600 College Way North
Seattle, WA 98103
206-934-3919
John.sharify@seattlecolleges.edu

44. **Addresses for Notices:** All notices provided under this Agreement shall be sufficient if made in writing and deposited in the United States mail, postage prepaid, certified mail, return receipt requested, and address as follows:

If to City: Office of Cable Communications
Department of Information Technology
PO Box 94709
Seattle, WA 98124-4709

If to the Public
Access Manager: John Sharify, General Manager
Seattle Community Colleges Television
9600 College Way North
Seattle, WA 98103
206-934-3919
John.sharify@seattlecolleges.edu



IN WITNESS WHEREOF, in consideration of the terms, conditions, and covenants contained herein, or attached and incorporated and made a part hereof, the parties have executed this Agreement by having their representatives affix their signatures below.

SEATTLE COMMUNITY COLLEGES

THE CITY OF SEATTLE

By

By

Signature Date

Signature Date

Type or Print Name

William M. Schrier

Title

Chief Technology Officer

City of Seattle Business License Number: **702719**

Washington State Unified Business Identifier Number (UBI): **578076239**

City of Seattle Vendor Number: **38718**

- Exhibits:
- Exhibit A: List of City-owned equipment
 - Exhibit B: Request for Proposals (RFP)
 - Exhibit C: Amendment #1 to RFP
 - Exhibit D: Amendment #2 to RFP
 - Exhibit E: Amendment #3 to RFP
 - Exhibit F: Insurance Requirements Transmittal Form
 - Exhibit G: Public Access Manager's (Seattle Community Colleges Television's) Proposal

Authorized by Ordinance #: _____



CITY- OWNED PUBLIC ACCESS EQUIPMENT AT PUBLIC ACCESS FACILITY ON 98th Street

Updated -
12/15/10

Room	Tag #	Item	Manufacturer	Model	Serial	Condition	Labeled	Apprx Replacement Cost
Office 1		Computer	Dell - Upgraded	Vostro 200	GLYMTF1	G		300
Office 1		Power backup	APC	725	ES725	G		50
Office 1		Deck & Chair						
Office 2	452	0	Dell	Dimension 4700	CN-DX6250-70521	F	x	300
Office 2		Desk & Chair						
Office 3			Dell	Dimension C521		F		300
Office 3			View Sonic	View Sonic	R2S090201818	G		200
Office 3			Dell - New			F		300
Office 3	1303		NIKO	NIKO	7647T11001037	F		100
Office 3		(2) Desks & (2) Chairs						
Office 4	100073	Youth Camcorder	Canon	HV20	6525230378	G	x	500
Office 4	100068	Youth Camcorder	Canon	HV20	652523203382	G		500
Office 4	100072	Youth Camcorder	Canon	HV20	65252320339	G	x	500
Office 4	100071	Youth Camcorder	Canon	HV20	652523203392	G	x	500
Office 4	100070	Youth Camcorder	Canon	HV20	652513227757	G	x	500
Office 4	100060	White Macbook	Apple	A1181	W88222BH0P1	G	x	500
Office 4	100055	White Macbook	Apple	A1181	W88221060P1	G	x	500
Office 4	100058	White Macbook	Apple	A1181	W882212A0P1	G	x	500
Office 4	100059	White Macbook	Apple	A1181	W882220F0P1	G	x	500
Office 4	100057	White Macbook	Apple	A1181	W882211U0P1	G	x	500
Office 4	100056	White Macbook	Apple	A1181	W882210M0P1	G	x	500
Office 4		Computer (John's)	Dell - Replaced		3RQSB1			300
Office 4	100386	Youth Projector	Infocus	IN2102	A2FB83000909	G	x	600
Office 4	100131	Wireless Transmitter	Sennheiser	SK100	305512	G	x	200
Office 4	100129	Wireless receiver	Sennheiser	EK100	125362	G	x	200
Office 4	100126	Wireless receiver	Sennheiser	EK100	125368	G	x	200
Office 4	100130	Wireless transmitter	Sennheiser	ESK100	305505	G	x	200
Office 4	461	Computer (Penny's)	Dell - Replaced	Dimension 4700	J2WPY71	F		300
Office 4	31033	Apple computer	Apple	G4				150
Office 4		(5) Desk						
Office 4		(4) Chairs						
Office 4		(2) Filing Cabinets						
Office 4		TV-Swapped w/ classroom	SOYO	OYLT037A	LX-37B1C2051A00417			
Office 4		Computer - Rita	Dell	E2010HT	cn-cc201R-74445-91Q-9065			
Office 4		Computer - Mike	Dell	E2010HT	G4180-965-1Q7M			
Kitchen		Copier	Kyocera	KM-C3225E	C3225E	F		2000
Kitchen	20760	Fridge	Frigidaire	FRT18PRHW0	BA9400519	F		400
Lobby	1	Flat Screen TV	Soyo	DYLT3212	5L0123	G	x	300
Lobby	31482	Computer	Apple - Basement-1	GMM8493	XB2150NBM8	G	x	200
Lobby		Computer	Dell - Replaced			G		300
Lobby			Dell	E177FP	ofj18164180673558c			
Lobby		Desk & Chair						
Lobby		Skinny 6 Ft. Table						



Room	Tag #	Item	Manufacturer	Model	Serial	Condition	Labeled	Apprx Replacement Cost
Basement 1	30526	Betacam Deck	Sony	UVW1800	16789	P	x	700
Basement 1	907	Reverb unit	Furman Sound	RV-1	G1887	P	x	350
Basement 1		Hi8 Deck	Sony	EVO-98008	10076	P		150
Basement 1	100067	Compressor	Alesis	3630	21AA0904009100228	F	x	250
Basement 1		Video Equipment	Bittree	PR-VPP3	13910-1	F		300
Basement 1		Amp-monitor-speaker	Paragon	AMS1022	664044	F		100
Basement 1		3.5" Deck	Sony	VO9850	73993	P		400
Basement 1	20534	Audio Mixer	Shure - Equip Room	M267		P	x	100
Basement 1	31571	DVD/VHS Deck	JVC	SR-MV30	139Y0036	P	x	350
Basement 1		DVD/VHS Deck	JVC	SR-MV40	151C0404	P		400
Basement 1		DVD/VHS Deck	JVC	SR-MV40	160F1868	P		400
Basement 1	751	DVD/VHS Deck	JVC	SR-MV50	179U0528	P	x	450
Basement 1	818	Monitor	Panasonic	BT-S1360Y	EB2510039	P	x	200
Basement 1	814	Monitor	Panasonic	BT-S915DA	D1A05740	P	x	200
Basement 1		scoop light				P		50
Basement 1		scoop light				P		50
Basement 1		scoop light				P		50
Basement 1		scoop light				P		50
Basement 1		scoop light				P		50
Basement 1		scoop light				P		50
Basement 1	30109	TV Monitor	Panasonic	CT2084UY	MB51140077	P	x	200
Basement 1	1404	DVD Printer	Primera	Bravo-SE	2071000865	P	x	350
Basement 1		TV Monitor	Panasonic	CT1331Y	FA0140014	P		150
Basement 1		Breakout box	Newtek	SX-84	4115127234	P		1500
Basement 1		Studio light				P		50
Basement 1		computer	Lenovo - Ret'n to Televue	MT-M880898U	LKF2W67	P		400
Basement 1	31590	Playback	Rushworks - In Playback	Multizone	X106273	P	x	800
Basement 1		Tripod head	Libec	H70	407166	P		50
Basement 1		Tripod head	Libec	H70	407096	P		50
Basement 1		Tripod head	Libec	H70	407106	P		50
Basement 1	31108	Tripod head	Manfrotto	3460	503M07677	P	x	50
Basement 1	30354	Tripod head	Sachtler	14861		P	x	50
Basement 1		Tripod	Bogen	3066 - 3046		P		50
Basement 1	30802	Shelf/cabinet					x	50
Basement 3	20547	Battery Charger	JVC	AA-G10UCB7	7310237	P	x	25
Basement 4	10104	Video DA	Shintron - Retired?	207	4250	UNK	x	225
Basement 4	20770	camera	Sony	DXC3000B	11530	P	x	500
Basement 4	20771	camera	Sony	DXC3000B	63300	P	x	500
Basement 4	20769	camera	Sony	DXC3000B	11515	P	x	500
Basement 4	30281	Studio camera monitor	Sony	DXF-50B	OO12421	P	x	100
Basement 4		camera cable 100'+, CCZ	unk					350
Basement 4		camera cable 100'+, CCZ	unk					350
Basement 4		camera cable 100'+, CCZ	unk					350
Basement 4		audio snake	Conquest	Pro Series 12 input		F		250



Room	Tag #	Item	Manufacturer	Model	Serial	Condition	Labeled	Apprx Replacement Cost
Basement 4	30282	Studio camera monitor	Sony	DXF-50B	12422	P	x	100
Basement 4	10227	Monitor	JVC		6936290	F	x	100
Basement 4	30585	Tripod	Miller	30 Series II		F	x	200
Basement 4	10042	Tripod	Manfrotto	501/3046		F	x	200
Basement 4	414	Tripod	Manfrotto	501/3046		F	x	200
Basement 5		Microwave meter	Switch	MA12G-TX	8208-B6632	F		50
Basement 5		Microwave Transmitter	Switch	MA12G-TX	8208-B6634	F		50
Basement 5		Transmitter	Jerrold	F5-04-53	7532127	F		50
Basement 5		Transmitter	Scientific Atlanta	6250	5301	F		50
Basement 5		Modulator	Catel	VFMM-2000		F		50
Classroom	972	VHS/DVD Deck	JVC	SR-MU39	139Y002B	G	x	300
Classroom	990	TV - Swapped	Sony/Panasonic	0YLT037A/CT-27G5B	LX-37B1C2051A00417	G		250
					LC02510891			
Prop Room	30538	Hydraulic Lift	Genie	AWP25S	AWP04-30538	F		1500
Prop Room		3 pc Plastic Panel setpiece	Gelbach					300
Studio 1	900	Grey Curtain	Stagecraft			F		200
Studio 1	1103	2k Light	Colotran	104-235		F		100
Studio 1	1100	2k Light	Colotran	104-235		F		100
Studio 1	1116	Fresnel	Colotran			F		100
Studio 1	1121	Fresnel	Colotran			F		100
Studio 1	1117	Fresnel	Colotran			F		100
Studio 1	1118	Fresnel	Colotran			F		100
Studio 1	1119	Fresnel	Colotran			F		100
Studio 1	1115	Fresnel	Colotran			F		100
Studio 1	1113	Fresnel	Colotran			F		100
Studio 1	1112	Fresnel	Colotran			F		100
Studio 1	1107	Scoop	Colotran			F		100
Studio 1	1106	Scoop	Colotran			F		100
Studio 1	1105	Scoop	Colotran			F		100
Studio 1	1102	Scoop	Colotran			F		100
Studio 1	1108	Scoop	Colotran			F		100
Studio 1	1099	Scoop	Colotran			F		100
Studio 1	1114	Scoop	Colotran			F		100
Studio 1	1109	Scoop	BW Lighting System			F		100
Studio 1	1093	Scoop	BW Lighting System			F		100
Studio 1	1105	Scoop	BW Lighting System			F		100
Studio 1	1094	Fresnel	Altman			F		100
Studio 1	1110	Fresnel	Altman			F		100
Studio 1	1098	Fresnel	Altman			F		100
Studio 1	1094	Fresnel	Altman			F		100
Studio 1	1092	Broad light	BW Lighting System			F		100
Studio 1	1091	Broad light	BW Lighting System			F		100
Studio 1		Teleprompter	BDL	Autoscript	C2386	F		400
Studio 1	Re-named	Betacam	Sony	DXC-327A / PVV-1A	13016 / 11166	F		750
Studio 1	1084	Speaker (wedge)	JBL	SR-X	SR4702X	G		125
Studio 1	1426	Effects light/ellipsoidal	Martin	Mania	(21)0003657015	G		100



Room	Tag #	Item	Manufacturer	Model	Serial	Condition	Labeled	Apprx Replacement Cost
Studio 1	1151	audio snake	Carvin	SNK-248		F		300
Studio 1	938	Studio camera	JVC	KY-D29UCH	14350923	F		4000
Studio 1	937	Studio camera	JVC	KY-D29UCH	14350888	F		4000
Studio 1	935	Studio camera	JVC	KY-D29UCH	14350921	F		4000
Studio 1	4	Tripod	Mathews	Libec P100	623452	F		1200
Studio 1	3	Tripod	Mathews	Libec P100	633483	F		1200
Studio 1	5	Tripod	Mathews	Libec P100	633475	F		1200
Studio 1		Grey curtain	Stagecraft			G		200
Studio 1		Black Curtain	Stagecraft			G		200
Studio 1		Black Curtain	Stagecraft			G		200
Studio 1		Black Curtain	Stagecraft			G		200
Studio 1		Black Curtain	Stagecraft			G		200
Studio 1	1230	Video Monitor	Sony	PVM14M4U	2014481	F		300
Studio 1	100396	Monitor	Sony-Belongs to SCAN	PVM-1942Q	2001713			
Studio 1	30329	Tripod	Manfrotto	3066				
Studio 1		(2) 8 Ft. Tables						
Studio 1		(2) 5 Ft. round tables						
Studio 1		(3) 6 Ft. tables						
Studio 1		(2) Sm Round tables						
Studio 1		(3) Riser set pieces						
Control Room	10	TV Monitor	Panasonic	CT-13R30A	L893190346	F	x	50
Control Room		Breakout Box	Newtek	SX-84				1500
Control Room		CCU1	JVC	RM-P300U	6450570	G		1200
Control Room		CCU2	JVC	RM-P300U	16350556	G		1200
Control Room		CCU3	JVC	RM-P300U	645071	G		1200
Control Room		WFM/Vectorscope	Magni	MM-410	MM1-15049	F		325
Control Room		SVHS/DVD Deck	JVC	SR-MV40	151C0403	F		350
Control Room	31340	Toaster/switcher	DV Gear	VT5		F		2000
Control Room		Speaker	JBL	Control-5	U-906-013221-A	F		250
Control Room		Speaker	JBL	Control-5	U-906-013221-A	F		250
Control Room	16	Monitor	Sony	PVM-8042Q	2001647	F	x	300
Control Room	17	Monitor	Sony	PVM-8042Q	2001636	F	x	300
Control Room	18	Monitor	Sony	PVM-8042Q	2001644	F	x	300
Control Room	19	Monitor	Sony	PVM-8042Q	2001637	F	x	300
Control Room	12	Monitor-PVW	Sony	PVM-14M4U	2014425	F	x	400
Control Room	13	Monitor-PGM	Sony	PVM-14M4U	2014475	F	x	400
Control Room	8-Swapped	Computer Monitor	Dell			F	x	200
Control Room	9	Computer Monitor	Samsung	215TW	DP21HCGL	F	x	200
Control Room		Computer	HP	S3700	MXU9050	F		500
Control Room		MPEG Box	Princeton Server Group	C500W	MA2006030081-227	F		750
Control Room		Patch Panel	Bittree	PR-VppZ	13910-1	G		250
Control Room	443	amp	Crown	XLS202	8500023632	G	x	300
Control Room		Phone interface	Gentner	TS612	910-003-200	F		500
Control Room	789	Video Switcher	Sigma	VSS-12		F	x	275
Control Room	14	Monitor	Sony	PVM-8042Q	2001631	F	x	300
Control Room	15	Monitor	Sony	PVM-8042Q	2001634	F	x	300
Control Room		intercom interface	Clearcom	PLPRO-MS232	664030	F		400
Control Room	961	Switcher	Panasonic	WJ-MX50	5Y90235	F	x	650
Control Room	576	SVHS/DVD Deck	JVC	SR-MV40	161C0011	F	x	400



Room	Tag #	Item	Manufacturer	Model	Serial	Condition	Labeled	Apprx Replacement Cost
Control Room	575	SVHS/DVD Deck	JVC	SR-MV40	161C0017	F	x	400
Control Room		Speaker/Amp	Paragon	AMS-1022	664045	P		100
Control Room		Studio 1 Light Board	ETC Express	1440A1005	EXPS-7557	F		500
Control Room		Studio 1 Sound Board	Mackie	SR24-4		F		400
Control Room	906	Audio Power Amp	Crown	D-75A	18785	F	x	250
Control Room		Audio Compressor	Alesis	MIDIVERB III		F		125
Control Room		Audio Compressor	Alesis	3630		F		250
Control Room		Audio Compressor	Alesis	3630		F		250
Control Room		Color Bar Generator	Grass Valley	SCB-100N		F		200
Control Room		Monitor-Audio station	JVC					
Control Room		Computer	Dell - MPEG Box					
Control Room		(7) Chairs						
Control Room		Small Desk						
Control Room		(2) A/V D.A.						
Playback	"Judas"	Computer	SCAN	Raidmax Smilodon	Re-built from parts	G		700
Playback	Loader-2	Playback CPU	SCAN	Raidmax Smilodon		G		700
Playback		"The Ark" CPU	Supermicro			F		600
Playback	595	RF Demodulator	Sony	TU-1041U		F		100
Playback	20778	Aircheck monitor	Sony	TPVM-1340	2014352	F		300
Playback		power conditioner	Furman	PL-8		F		250
Playback		test signal generator	Sigma Electronics	TSG-440		F		300
Playback		KVM Switch	Trendnet	TK-801R				100
Playback		TBC	DPS	DPS-235	9J235005			325
Playback		RF, modulator	Standard	TVM-450	3YU370331	F		350
Playback		RF, audio module	Standard	CMA60				250
Playback		A/V switcher	Knox	MediaFlex 16	CO-021156-1-001	F		5000
Playback		Monitor (5)	Sony	PVM-8042Q	2001638	F		300
Playback		Monitor (6)	Sony	PVM-8042Q	2000005	F		300
Playback		AGC	Symetrix	422		F		250
Playback		compressor/expander	Symetrix	425	78189	F		250
Playback		A/V DA	Media Control Systems	SAV-1A	1170	G		400
Playback		A/V Switcher	Media Control Systems	AVS-3221A	3973	G		400
Playback		Video comparator	Media Control Systems	SCM-3002A	3979	G		400
Playback		Failure detector	Media Control Systems	CFD-3001A	3979	G		400
Playback		Cable box	Motorola	G11121TD3103	AS00GR6XXXR7	F		250
Playback		Sat. receiver	Dish	DP301	RAEEAM341865	F		200
Playback		TBC	Leitch	DPS-235	LHT10140664010	F		325
Playback	662	Encoder/Loader	Rushworks			F		400
Playback	673	Masterplay	Rushworks	Masterplay	D19404A5383511	F		800
Playback		DVD/VHS Deck	JVC	SR-MV40U	160F1867	F		400
Playback	100399	Carousel CG Player	Tightrope	CG250	5037	G	x	3100
Playback	100400	VOD Server	Tightrope	Pro-VOD	5036	G	x	7500
Playback	100401	Cablecast player	Tightrope	SX-2	5035	G	x	11300
Playback		Monitor (S1 check)	Sony	PVM-8042Q	2001633	G		300
Playback		Monitor (S2 check)	Sony	PVM-8042Q	2000018	G		300
Playback	31257	Speaker unit	Paragon/Clearcom	AMS-1022	664046	G	x	100
Playback		intercom unit	Clearcom	RM-220	667111	G		100
Playback		WFM/Vector	Magni	AVM-510	AVM4-10424	G		100
Playback		SBS	Dell	PowerEdge 1800	880QWB1	F		1200



Room	Tag #	Item	Manufacturer	Model	Serial	Condition	Labeled	Apprx Replacement Cost
Playback		computer	Dell	Precision 390	GLJSWB1	F		400
Playback		stream serv	Dell	PowerEdge 1800	780QWB1	F		1200
Playback		Stream encoder	Dell	Precision 390	IMJSWB1	F		400
Playback	Added	SCAN BDR		Back Up Server	1T5G2-0279			
Equipment Room	75	lav mic	Shure	SM93		F	x	130
Equipment Room	80	lav mic	Shure	SM93		F	x	130
Equipment Room	82	lav mic	Shure	SM93		F	x	130
Equipment Room	85	lav mic	Shure	SM93		F	x	130
Equipment Room	87	lav mic	Shure	SM93		F	x	130
Equipment Room	88	lav mic	Shure	SM93		F	x	130
Equipment Room	74	lav mic	Shure	SM93		P	x	130
Equipment Room	79	lav mic	Shure	SM93		P	x	130
Equipment Room	83	lav mic	Shure	SM93		P	x	130
Equipment Room	202	microphone	Electrovoice	RE20		F	x	300
Equipment Room	201	microphone	Shure	Beta 52		F	x	100
Equipment Room	1353	shotgun mic	Sennheiser	ME66	137324	F	x	350
Equipment Room	1347	shotgun mic	Sennheiser	ME66	137325	F	x	350
Equipment Room	1083	Laptop	Dell	Inspiron 8600	28DQ561	F	x	400
Equipment Room	20	Laptop	Gateway	450R0G	33813630	F	x	450
Equipment Room	925	Mac Laptop	Apple	G4 17" Powerbook	W860701NSX3	F	x	400
Equipment Room	727	Mac Laptop	Apple	G4 17" Powerbook	W860701MSX3	F	x	400
Equipment Room	925-Missing	Mac Laptop	Apple	G4 17" Powerbook	W860701ASX3	F	x	400
Equipment Room	577	Mac Laptop	Apple	G4 17" Powerbook			x	400
Equipment Room	30836	Projector	Hitachi	ED-X3270A	RT3J000688	F	x	550
Equipment Room	2	Projector	Hitachi	CP-X260	F6C001789	F	x	650
Equipment Room		Wireless Lav Kit	Shure	PGX4/PGX1/SM93		F	x	350
Equipment Room		Wireless Lav Kit	Shure	PGX4/PGX1/SM93		F	x	350
Equipment Room		Wireless Lav Kit	Shure	PGX4/PGX1/SM93		F	x	350
Equipment Room		Wireless Lav Kit	Shure	PGX4/PGX1/SM93		F	x	350
Equipment Room		Wireless Lav Kit	Shure	PGX4/PGX1/SM93		F	x	350
Equipment Room		Wireless Handheld Kit	Shure	PGX4/PGX2/SM58		F	x	325
Equipment Room	1372	audio mixer	Professional Sound Corp	DVPromix 3	607000688	F	x	675
Equipment Room	1412	audio mixer	Professional Sound Corp	DVPromix 3	7070011589	F	x	675
Equipment Room		Wireless kit receiver/transmitter	Sennheiser	ew100G2		F	x	400
Equipment Room		Wireless kit receiver/transmitter	Sennheiser	ew100G2		F	x	400
Equipment Room	1304	Firestore/DTE	Focus	FS-4HD	24465	P	x	650
Equipment Room	1333	Firestore/DTE	Focus	FS-4HD	24466	F	x	650
Equipment Room		Newtek	Newtek	RS-8	RS80002388	G		800
Equipment Room	696	monitor	Panasonic	CT1384	MC40380209	G	x	150
Equipment Room	1407	DVD/DV/HDD Deck	JVC	SR-DVM700	142C0273	G		525
Equipment Room	30021	Studio phone	Gentner	TS612	1971-0501-19546	G	x	500
Equipment Room	1250	mixer	Shure	FP42	4195	F	x	250
Equipment Room	469	computer	Gateway	E4000	29322499	P	x	250
Equipment Room	481	computer	Dell	C521	D62TYB1	P	x	300
Equipment Room	479	computer	Dell	C521	B62TYB1	P	x	300
Equipment Room		tripod (small)	Manfrotto	728B		G	x	50
Equipment Room		tripod (small)	Manfrotto	728B		G	x	50

Room	Tag #	Item	Manufacturer	Model	Serial	Condition	Labeled	Apprx Replacement Cost
Equipment Room		tripod (small)	Manfrotto	728B		G	x	50
Equipment Room	236	tripod/fluid head	Manfrotto	3046/3433		G	x	225
Equipment Room	245	tripod/fluid head	Manfrotto	3181/503		G	x	225
Equipment Room	249	tripod/fluid head	Manfrotto	3046		G	x	225
Equipment Room		bag light kit	Lowel	3x Tota/Stand/Cord/Umbrella		F		350
Equipment Room		baglight kit	Lowel	3x Tota/Stand/Cord/Umbrella		F		350
Equipment Room		bag light kit	Lowel	3x Tota/Stand/Cord/Umbrella		F		350
Equipment Room		bag light kit	Lowel	3x Tota/Stand/Cord/Umbrella		F		350
Equipment Room		bag light kit	Lowel	1x stand		P		25
Equipment Room		bag light kit	Lowel	1x Umbrella		P		25
Equipment Room		case light kit	Lowel	3 stands/ 1 tota / 1 omni / 2 umbrella / 2 cord		P		100
Equipment Room		case light kit	Lowel	3 stands/3 cords / 1 tota		P		75
Equipment Room		case light kit	Lowel	1 stand / 3 tota / 1 cord		P		200
Equipment Room		small case light kit	Lowel	2 stands / 2 umbrella / / 2 cord / 2 tota		P		150
Equipment Room		small case light kit	Lowel	2 stands / 2 umbrella / / 2 cord / 2 tota		P		150
Equipment Room		small case light kit	Lowel	2 stands / 2 umbrella / / 2 cord / 2 tota		P		150
Equipment Room	1414	boom pole	K-Tek	KE-110		G	x	200
Equipment Room	1415	boom pole	K-Tek	KE-110		G	x	200
Equipment Room	980	TBC	DPS	DPS-235	9J23D008	UNK	x	325
Equipment Room	44	GL2 camera	Canon	DM-GL2	13270080847	F	x	750
Equipment Room	34	GL2 camera	Canon	DM-GL2	1.32711E+11	F	x	750
Equipment Room	39	GL2 camera	Canon	DM-GL2	132102810578	F	x	750
Equipment Room	50	GL2 camera	Canon	DM-GL2	1.32021E+11	F	x	750
Equipment Room	411	GL2 camera	Canon	DM-GL2	132502810352	F	x	750
Equipment Room	22	GL2 camera	Canon	DM-GL2	132480601991	F	x	750
Equipment Room	21	GL2 camera	Canon	DM-GL2	132500600048	F	x	750
Equipment Room	1307	HDV camera	Sony	HVR-Z1U	1127823	G	x	2250
Equipment Room	1306	HDV camera	Sony	HVR-Z1U	1127819	G	x	2250
Annex	31069	Computer (public)	Dell	E4000	29322504	F	x	300
Edit 1	1194	Video Monitor	Sony	PVM1340	2014842	F	x	250
Edit 1		Monitor	Dell	2707WFP		G		600
Edit 1		Computer	Dell	Precision 390		G		400
Edit 1	899	DV/VHS Deck	JVC - Basement	CR-VS30U	178Q1514	F	x	300
Edit 1	1202	sound mixer	Mackie	D60443	100029	G	x	125
Edit 1		Desk	Anthro	unknown	UNKNOWN	F		800
Edit 1		Multi Media Speaker	Dell	24LUX				
Edit 1		Battery Back Up	APC	ES650				
Edit 1	202	Micphone	Electrovoice	RE-20				
Edit 1		4 ft Table						
Edit 1		Computer	Apple	MacPro	H00403J9EVH			



Room	Tag #	Item	Manufacturer	Model	Serial	Condition	Labeled	Apprx Replacement Cost
Edit 1		Monitor	NEC		05105243NA			
Edit 1		Monitor	NEC		07108070NA			
Edit 1		Speakers						
Edit 1	??????	Monitor	Panasonic	BT-S915DA	3903A101			
Edit 1		(2) Chairs						
Edit 2	566	Monitor	Apple	Apple Cinema HD 23"	2A6410M9UG0	G		450
Edit 2	565	Monitor	Apple	Apple Cinema HD 23"	2A6410PHUG0	G		450
Edit 2	31320	Computer	Apple	MacPro	G86442ZAUZ	G		1200
Edit 2	952	Deck	JVC	SR-VS30U	13720139	F	x	300
Edit 2	1264	Monitor	JVC	TM9VA	6935452		x	200
Edit 2		Desk	Anthro	Console		F		1100
Edit 2		(1) Chair						
Edit 2	?????	Mini DV/VHS Deck	JVC	SRV530U				
Edit 2		Power Back Up	APC	XS-1300				
Edit 3	568	Monitor	Apple	Apple Cinema HD 23"	2A6410PPUG0	F		450
Edit 3	567	Monitor	Apple	Apple Cinema HD 23"	2A6410PBUG0	F		450
Edit 3	563	Computer	Apple	MacPro	G86442Z9UPZ	G		1200
Edit 3	727	DV/HDV Deck	Sony	HVR-M15U	111161	F	x	1500
Edit 3	1246	Monitor	Panasonic	BT5915DA	DIA0591JD	F	x	300
Edit 3		Desk	Anthro	Console		F		1100
Edit 3	1182	Keyboard	M-Audio	49-E	2040503726	G	x	100
ED Office	31060	DVD Player	Pioneer	V7400	BKNN029495CC	F	x	100
ED Office		Computer	Dell	Dimension C521	J62TYB1	F	x	300
ED Office	20810	TV/VHS combo	Memorex	MVTZ135B	055310900314D	P	x	50
ED Office	31474	Wireless Router	Linksys	WRK54G	CGT00D229587	F	x	25
Office 5	454	Computer	Gateway	E4000	29322497	P	x	300
Office 5		Computer	Dell - Basement	C521	472TYB1	F		300
Office 5	763	DVD/VHS deck	JVC - Basement	SR-MV40	151C0366	G	x	350
Office 5	1187	aircheck monitor	Panasonic	B251360Y	FE4210026	G	x	200
Office 5	934	VCR	Panasonic	Omnivision	L41A24685	G	x	50
Office 5	100176	DVD Duplicator	Primera	Bravo Pro SE	2060201376	G	x	1200
Office 5	463	Computer	Gateway	E4000	29322501	F	x	300
Office 5		(2) Desk						
Office 5		(2) Chairs						
Studio 2		DVD/VHS Deck	JVC	SR-MV40	151C0377	F		350
Studio 2		DVD/VHS Deck	JVC	SR-MV40	160F1875	F		350
Studio 2		DVD/DV/HDD Deck	JVC	SR-DVM700	14220127	F		525
Studio 2		Analog switcher	Panasonic	WJ-MX50	41A0107A	F		650
Studio 2		Sound Mixer	Mackie	1402-VLZPRO	(21)BT63837	F		350
Studio 2	?????	Monitor	Samsung	215TW	DP21HCG1	F		200
Studio 2	1305	USB switcher interface	Newtek	RS-8	RS80002156	F	x	800
Studio 2	756	Remote Joystick	Sony	RM-BR300	102876	F	x	1400
Studio 2	876	DVD/VHS Deck	JVC	SR-MV40	160F1879	F	x	350
Studio 2	20794	4 Monitor Deck	Sony	PVM-4B1U	35411	F	x	350
Studio 2	816	9" monitor (PVW)	JVC	TM900-SU	10852162	F	x	300

Room	Tag #	Item	Manufacturer	Model	Serial	Condition	Labeled	Apprx Replacement Cost
Studio 2	815	9" monitor (PVW)	JVC	TM900-SU	10852156	F	x	300
Studio 2	1077	Monitor	Panasonic	CT-2010Y	SK6210066	F	x	200
Studio 2		Video Switcher	Sigma	VSS-12		F		200
Studio 2		Audio Amp	Crown	D-75A		F		250
Studio 2		Video DA	Shintron	Model 207		F		150
Studio 2		Audio DA	Shintron	Model 201		F		125
Studio 2		Audio DA	Shintron	Model 201		F		125
Studio 2	864	Phone interface	Gentner	TS612		F	x	500
Studio 2	790	Compressor/Expander	Peavey	CEL2A		F		375
Studio 2		MPEG Box	Princeton Server Group	C500W		F		750
Studio 2		VT5	DV Gear					2000
Studio 2	856	Breakout Box	Newtek	SX-84		F		1500
Studio 2	571	Robotic Camera 1	Sony	BRC-300	11478	F	x	3400
Studio 2	812	Robotic Camera 2	Sony	BRC-300	114314	F	x	3400
Studio 2	542	Robotic Camera 3	Sony	BRC-300	114561	F	x	3400
Studio 2	540	Robotic Camera 4	Sony	BRC-300	114573	F	x	3400
Studio 2	748	Tripod 1	Miller		80510	F		400
Studio 2		Tripod 2	Miller		80509	F		400
Studio 2		Tripod 3	Manfrotto	3460		F		350
Studio 2		Green Screen						150
Studio 2		Green Screen						150
Studio 2		Green Screen						150
Studio 2		Green Screen						150
Studio 2		Black curtain						350
Studio 2		Black curtain						350
Studio 2		Mic Stand	Moved to Edit-2					75
Studio 2		Mic Stand						75
Studio 2		Mic Stand						75
Studio 2		Audio Snake	Conquest	Pro Series				350
Studio 2		(10) Studio Light	Grouped all Lights					150
Studio 2	Added	Computer Monitor	Dell		CN-OC205-74445-9CQ-8985			
Studio 2	Added	Computer Monitor	HP	HPW		G		
Studio 2	Added	Computer Monitor	Niko	1906W	7621T1001143	G		
Studio 2	Added	(7) Chairs				G		
Studio 2	Added	(1) 8 Ft Table				G		
Studio 2	Added	(1) 4 Ft Table				G		
Studio 2	Added	Production Desk				G		
New Capital		Transmitter Shelf	Innovation Wireless	105001SH		G		
New Capital		50' Extention Cable	Innovation Wireless	106050CA		G		
New Capital		Black PLA Clock (2)	Innovation Wireless	22000160		G		
New Capital		Camcorder (5)	JVC	GY-HM100U		G		
New Capital		3 Yr.Warranty (5)	Mack	1315				
New Capital		Battery Charger (2)	JVC	AA-VF8UU		G		
New Capital		Hard Cases (5)	Port A Brace	PB2550		G		
New Capital		Wireless Mics (4)	Sennheiser	EW122-P		G		
New Capital		Basic Tripod (5)	Manfrotto	055XN		G		
New Capital		Microphone	Sennheiser	EW4		G		
New Capital		Mic Clips (2)	Sennheiser	MZQ4EW		G		



Room	Tag #	Item	Manufacturer	Model	Serial	Condition	Labeled	Apprx Replacement Cost
New Capital		Batteries (10)	JVC	BN-VF823		G		
New Capital		Tripod (2)	Manfrotto	501HDV		G		
New Capital		MacPro Computer	Apple	2.4 8 core		G		
New Capital		Extended Warranty	Apple	3 year				
New Capital		DVI	Apple	Dual Link		G		
New Capital		Deck Link	BMD	Deck Link		G		
New Capital		Monitors (2)	NEC	EA2231WMI 23'		G		
New Capital		Drives (3)	Seagate	1.5TB II Drives		G		
New Capital		Laptops (8)	Apple	17" MacBook Pro		G		
New Capital		Software (8)	Apple	Final Cut Pro				
New Capital		Softcases (8)		Covers		G		
							Total	178370





**The City of Seattle
Department of Information Technology**

Request for Proposals #DIT 110031

For

Public Access Cable Channel Operator

The City of Seattle seeks proposals from qualified organizations to operate the City of Seattle's Public Access Cable Television Channel and to provide related community digital media production services. A qualified Proposer will be a government agency, a non-profit educational agency, or other non-profit organization that has been in existence for a minimum of five years. Furthermore, a qualified Proposer will have a minimum of five years experience as a video production organization or will assign to the Channel a lead executive who has a minimum of five years experience in managing video production organization.

The Request for Proposals documents and related information may be obtained via The City of Seattle's website at www.seattle.gov/doiit/vendor.htm.



1.0 Schedule: The following is the estimated schedule of events. The City of Seattle (“City”) reserves the right to modify this schedule at its discretion. Notification of changes will be posted at www.seattle.gov/doi/vendor.htm .

Request for Proposal (“RFP”) Release	Monday, March 21, 2011
Pre-proposal Conference	Tuesday, March 29, 2011 Time: 1:30 p.m. to 2:30 p.m. Location: Seattle Municipal Tower 700 Fifth Avenue Conference Room 2750 Seattle, WA 98104
Deadline for Proposer Questions	Tuesday, April 5, 2011
Deadline for City Answers	Thursday, April 7, 2011
Proposal Due Date and Time	Friday, April 15, 2011 4:00 p.m.
Announcement of Finalist Proposers	Friday, April 22, 2011
Interview logistics arranged with Finalist Proposers	Friday, April 22, 2011
Interviews of Finalist Proposers	Tuesday and Wednesday, April 26 and April 27, 2011 Time: TBD Location: TBD
Announcement of Apparent Successful Proposer	Friday, April 29, 2011
Contract Award	Wednesday, June 1, 2011
Cable-cast Performance Start Date	Friday, July 1, 2011 at 12:01 a.m.

2.0 Purpose: The purpose of this RFP is to enter into an agreement with a qualified Proposer to operate the City’s Public Access Cable Television Channel and to provide related community digital media production services. The Channel is viewed on Comcast channel 77 and Broadstripe channel 23.

To respond to this RFP, Proposers must submit the information and forms as described in Section 12 of this RFP.

During the term of the Agreement, the Operator will perform minimum types of service at minimum levels of service. In its response to this RFP, the Proposer will be asked to describe how it will meet the minimums and at the Proposer’s option, to propose service types and levels beyond the minimums. As compensation, the City will provide \$360,000 over three years and one month, and certain equipment (see Section 7.0). Compensation



for service types and levels above the minimum must be funded 1) within the resources provided by the City (\$360,000 and certain equipment), and 2) at the Proposer's option, by funding/resources the Operator will generate from sources other than the City (other sources may include other governments, grants, donations, user fees, etc.). See also Section 10.0, Pending Decision on Possible Additional Compensation from the City.

- 3.0 Introduction:** Advances in digital media production, distribution techniques, and social media technologies afford opportunities to develop and distribute content and programming in new and more cost effective ways. The City encourages proposals that offer creative approaches to incorporate these technology advances. Specifically, the City desires proposals that complement traditional television cable-casting and video production techniques with new methods for content creation and distribution.

Seattle has a strong and valued community of current Public Access producers. The Operator selected as a result of this RFP will be required to outreach to these producers and potential new producers to encourage their continued participation in Public Access.

Seattle also values expression through Public Access programs from its diverse communities, including youth, people of color, immigrants and refugees, and disadvantaged communities. The Operator will be required to outreach to these communities inviting them to take advantage of programming opportunities.

Proposers are encouraged to form partnerships or subcontracts with other entities to support the goals of public access.

4.0 Background

The City has granted franchises to Comcast and Broadstripe to operate cable systems within the Seattle city limits. In establishing the franchises, the City defined its commitment to public access to:

- Encourage the widest feasible scope and diversity of programming and other service to all City residents consistent with community needs and interests;
- Encourage telecommunications services of all kinds to be offered to City residents on a non-discriminatory basis;
- Ensure that Seattle citizens have the opportunity and facilities for training in video production and the opportunity to produce and air Video Programming over the cable systems;
- Ensure that Seattle citizens have the opportunity to view public, educational, and governmental programming.

Copies of the current cable franchise agreements can be found at:
<http://clerk.seattle.gov/~public/CBOR1.htm> (search words "cable franchise").



In an era of increasing media consolidation, the City remains committed to the preservation of local Public, Education, and Government (PEG) Access programming. The PEG Channels contain valuable programming that would otherwise not be made available. They serve to provide Seattle residents with avenues for free speech and expression of alternative view points, to tell the stories of our diverse local communities, educate and inform the public, engage the citizenry and enhance the democratic process by making government more transparent.

5.0 Term: The estimated term of the Agreement is three years and one month starting on June 1, 2011 and ending on June 30, 2014. The Operator will commence cable-casting public access programming on July 1, 2011 and end on June 30, 2014. At the City's option, the Agreement may be extended for one additional three-year period.

6.0 Minimum Qualifications: A Proposer must meet or exceed the following minimum qualifications and will be asked to demonstrate this in its proposal. In the event the Proposer does not clearly demonstrate that it meets the minimum qualifications, the proposal may be rejected. The City requests that entities who do not meet these minimum qualifications NOT respond to this RFP.

6.1 Experience

- a) The Proposer is a government agency, a non-profit educational agency, or other non-profit organization that has been in existence for a minimum of five years, and
- b) The Proposer has a minimum of five years experience as a video production organization or will assign to the Channel a lead executive who has a minimum of five years experience in managing a video production organization.

6.2 Facility(s) located within the Seattle city limits: The Proposer owns, leases, contracts for or holds an option to purchase, lease or contract for a facility(s) located within the Seattle city limits. At a minimum the facility will have:

- a) a studio and editing suite where members of the public can create, produce, and distribute programming on the Channel, and
- b) space for equipment necessary for and used in connection with the creation and production of video programming.



- 7.0 **Resources to be Provided by the City:** The City will make the following resources available for use by the successful Proposer:
- 7.1 Public Access Channel viewed on Comcast channel 77 and Broadstripe channel 23.
- 7.2 Coordination for provision of a return path to send television signal to the cable company's head-end for downstream distribution to cable subscribers.
- 7.3 A one-time provision of new and used video production equipment. A list of the equipment is will be available at the Pre-proposal Conference. See Section 1.0. The City may request the Operator to return the equipment to the City upon termination of the agreement.
- 7.4 Compensation from the City:
- a) \$100,000.00 for start-up costs and services performed between June 1, 2011 and December 31, 2011;
 - b) \$100,000.00 for services performed during the 2012 calendar year;
 - c) \$100,000.00 for the services performed during the 2013 calendar year;
 - d) \$60,000.00 for services performed between January 1, 2014 and June 30, 2014.

8.0 **Minimum Service Types and Minimum Service Levels**

- 8.1 **Transition and Commencement of Services:** During the transition period from June 1 and June 30, 2011, the Operator will work cooperatively with the City and the Interim Public Access Cable Provider to ensure that the Operator is prepared and equipped to commence cable-casting on July 1, 2011.
- 8.2 **Cable-Casting:** On July 1, 2011 at 12:01 a.m., the Operator will commence cablecasting non-commercial programming over the existing public access Channel, Comcast channel 77 and Broadstripe channel 23. Cable-casting will be on a 24x7 basis.
- 8.3 **Programming:** The Operator will cable-cast live and pre-recorded programming.



- 8.4 Outreach: The Operator will promote the use and benefit of the Public Access Channel. Outreach efforts should target participation in the production of programming from:
- a) individuals and groups who are currently using, or have recently used, SCAN facilities or equipment to produce public access television programs, and
 - b) youth, people of color, immigrant and refugee, and disadvantaged communities.
- 8.5 Training: The Operator will provide training in media production and in the use of its equipment and facilities. Training opportunities should target participation by:
- a) individuals and groups who are currently using, or have recently used, facilities or equipment of the current Interim Public Access Provider (i.e., SCAN) to produce public access television programs, and
 - b) youth, people of color, immigrant and refugee, and disadvantaged communities.
- 8.6 Facility: The Operator will have a secure and safe facility(s) located within the Seattle city limits consistent with the minimum qualifications of this RFP.
- 8.7 Equipment: The Operator will have equipment necessary for and used in connection with the creation, production, storage, and archiving of video programming. The equipment will include cameras, lights, control boards, video recording decks, mixers, etc. The Operator will make equipment available for producers to use at the facility or to borrow for use outside of the facility.
- 8.8 Website
- a) Basic information: The Operator will maintain a website containing information about the Public Access Channel, its policies and procedures, fees, and training schedules.
 - b) Video Upload and Storage: The website will accept digital media and support simultaneous streaming of content and on-line archiving of current and recent programs.
- 8.9 Policies and Procedures: The Operator will develop and implement policies and procedures to ensure that public access to facilities, equipment and training are available to all Seattle residents on a non-discriminatory basis. By July 1, 2011, the Operator shall adopt and make available to the public written policies and procedures including:
- a) handling obscene and illegal content;
 - b) production standards for public access television and web programming, and,



- c) acceptable use of equipment, Channel, facilities and services.



- 9.0 **Additional Funding and Resources from Sources other than the City:** To provide services, the Operator may need to generate additional funding and resources from sources other than the City. The sources may include other governments, grants, donations, fees for services, etc. If the Operator will charge user fees, the fee schedule shall be developed in consultation with the City. User fees shall be reduced or waived to assist low-income residents. (The City will provide information to identify low-income residents.)
- 10.0 **Pending Decision on Possible Additional Compensation from the City:** This Section is for informational purposes only. At the time of RFP release, the City is considering recommendations to increase funds available for additional public access services. The additional funding will be less than \$182,000.00 per calendar year through the term of the Agreement. The funds may be added to the compensation described in Section 7.4. There is no guarantee that additional funding will become available. Information as it becomes available will be posted per RFP Section 1.



11.0 Solicitation Requirements

- 11.1 Communications with the City: All communications regarding this RFP must be directed to:

Ann Kelson, DoIT Contracts Manager
Phone: 206-684-0539
E-mail: paoperator@seattle.gov
Website: www.cityofseattle.gov/doit/

Unless authorized by the DoIT Contracts Manager, no other City official or employee is empowered to speak for the City with respect to this RFP. Proposers are advised that the City shall not be bound by information, clarifications, or interpretations from other City officials or employees. Proposers are cautioned against contacting any City official or employee other than the DoIT Contracts Manager. Failure to observe the requirements of this Section may be grounds for rejection of Proposer's proposal.

- 11.2 Pre-Proposal Conference: A pre-proposal conference will be held at the time and location indicated in RFP Section 1. Attendance at the pre-proposal conference is optional. Failure to attend the pre-proposal conference will not preclude a Proposer from submitting a proposal or having its proposal evaluated.

The purpose of the pre-proposal conference is provide an opportunity for potential Proposers to ask questions, discuss information, and obtain clarification regarding the RFP. Potential Proposers are encouraged to raise concerns regarding specifications, terms, condition and any requirements of this solicitation. Failure to raise concerns over any issues at the pre-proposal conference will be a consideration in any protest filed regarding such items that were known as of the pre-proposal conference. Potential Proposers are encouraged to submit questions, comments and requests in writing to the DoIT Contract Manager prior to the pre-proposal conference.

- 11.3 Questions and Requests for Addenda: Proposers who have questions about or suggestions for changes to this RFP including the proposed agreement may direct them by email to the DoIT Contracts Manager.

Questions and requests for addenda must be emailed to the DoIT Contracts Manager no later than the date and time listed in Section 1.0. Questions emailed after this time may not be considered or answered.

Failure by a Proposer to request clarification of any inadequacy, omission or conflict shall not relieve the Proposer of the responsibility of being in compliance with the RFP or resulting Agreement.



- 11.4 Changes to the RFP by Addenda: The City may make changes to this RFP if, in the sole judgment of the City, the changes will not compromise the City's objectives in this acquisition.

Changes to this RFP will be made only by formal written addenda issued by the DoIT Contracts Manager. All addenda issued by the City shall become a part of this RFP and will be made part of the resulting Agreement.

- 11.5 Proposer Receipt of Addenda, City's Answers to Questions, and other Pertinent Information: Any addenda and the City's answers to questions will be posted on the City's website no later than the date and time listed in RFP Section 1.

The City will also provide courtesy notices, reminders, or similar announcements concerning the acquisition on the City's website.

It is the responsibility of the Proposer to obtain any addenda, City's answers to questions, and other pertinent information from the City's website.

Please note that some third-party services independently post City solicitations on their websites. The City does not guarantee that such services have accurately provided all information published by the City.

- 11.6 City Ethics Code: The Seattle Ethics Code was recently revised. New requirements become effective June 22, 2009 for City employees and elected officials. Beginning October 22, 2009, the Code covers certain vendors, contractors and consultants. Please see http://www.seattle.gov/ethics/etpub/et_home.htm. Attached is a pamphlet for vendors, customers and clients. Specific question should be addressed to the staff of the Seattle

Ethics and Elections Commission at 206-684-8500 or via email: (Executive Director, Wayne Barnett, 206-684-8577, wayne.barnett@seattle.gov or staff members Kate Flack, kate.flack@seattle.gov and Mardie Holden, mardie.holden@seattle.gov).

[See Attachment]

- 11.7 No Gifts and Gratuities: Vendors shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work, or meals) to any City employee, volunteer or official, if it is intended or may appear to a reasonable person to be intended to obtain or give special consideration to the Vendor. An example is giving a City employee sporting event tickets to a City employee that was on the evaluation team of a bid you plan to submit. The definition of what a "benefit" would be is very broad and could include not only awarding a



contract but also the administration of the contract or the evaluation of contract performance. The rule works both ways, as it also prohibits City employees from soliciting items of value from vendors. Promotional items worth less than \$25 may be distributed by the vendor to City employees if the Vendor uses the items as routine and standard promotions for the business.

- 11.8 Involvement of Current and Former City Employees: If a Proposer has any current or former City employee, official or volunteer, working or assisting on solicitation of City business or on completion of an awarded contract, the Proposer must provide written notice to DoIT Contracts Manager of the current or former City official, employee or volunteer's name. The Vendor Questionnaire to be submitted as part of the Proposal documents requires this information. The Operator must continue to update the information during the term of the Agreement. Proposers and the selected Operator are to be aware and familiar with the Ethics Code, and educate vendor workers accordingly.
- 11.9 No Conflict of Interest: Vendor (including officer, director, trustee, partner or employee) must not have a business interest or a close family or domestic relationship with any City official, officer or employee who was, is, or will be involved in selection, negotiation, drafting, signing, administration or evaluating Vendor performance. The City shall make sole determination as to compliance.
- 11.10 Proprietary Material: Proposers should be aware that any record (including but not limited to the Proposer's Proposal, the Agreement, and other agreement materials) they submit to the City shall become a public record. See RCW 42.56 at www.leg.wa.gov/LawsAndAgencyRules/. The City is required by law to make public records promptly available for public inspection and disclosure except for certain exemptions as provided by State law. Proposers are expected to be familiar with any potentially applicable exemptions and the limits of those exemptions.

To assert an exemption, the Proposer shall complete the appropriate portion of the Vendor Questionnaire Form and clearly and specifically identify each sentence or paragraph or other parts of a record and the exemption(s) that may apply. The Proposer shall not identify an entire page as exempt unless each sentence is within the exemption claimed on the Certification Form. The Proposer shall also clearly mark any proprietary information contained in its proposal with the words "proprietary information." Marking all or nearly all of a Proposal as proprietary may result in rejection of the Proposal.

A Proposer, by submission of materials marked proprietary, acknowledges and agrees that the City will have no obligation to assert an exemption from disclosure or to advocate for non-disclosure in any forum. The City will have no liability to the Proposer in the event that the City must disclose these materials.

In the event the City receives a request for public disclosure of materials the Proposer has marked "proprietary," the City may notify the Proposer of the request and briefly postpone



disclosure to allow the Proposer to move the King County Superior Court to enjoin disclosure. However, this is a courtesy of the City and not an obligation. If the Proposer believes the materials are exempt from disclosure, the Proposer is responsible for seeking an injunction.

- 11.11 Equal Benefits Requirements: Seattle Municipal Code Chapter 20.45 requires consideration of whether Proposers provide health and benefits that are the same or equivalent to the domestic partners of employees as to spouses of employees, and of their dependents and family members. RFP Subsection 12.1.2 includes a "Vendor Questionnaire" which is the mandatory form on which Proposers make a designation about the status of such benefits. If a Proposer does not comply with Equal Benefits and does not intend to do so, the Proposer must still supply the information on the Vendor Questionnaire. Instructions are provided in the Questionnaire form.
- 11.12 Subcontracting to Women and Minority Owned Businesses: The City intends to provide the maximum practicable opportunity in City contracts for successful participation by minority and women owned firms, given that such businesses are underrepresented. In the Agreement with the City, the apparent successful Proposer will be required to agree to comply with SMC Chapter 20.42, Equality in Contracting. Consistent with City administrative rules, the City believes there are no meaningful subcontracting opportunities for services associated with the Public Access Cable Television Operator. However, if the Apparent Successful Proposer believes there are such opportunities, it will submit a WMBE Inclusion Plan. The City reserves the right to improve the Plan with the apparent successful Proposer prior to Agreement execution. Performance of the Inclusion Plan will be a material Agreement provision.
- 11.13 Insurance: The insurance requirements attached to this RFP are mandatory. If selected as an apparent successful Proposer, the Proposer shall be required to provide evidence of insurance prior to award of an Agreement. In preparing its proposal, a Proposer is encouraged to contact its Broker to begin preparation of the required insurance documents. A Proposer may elect to provide the requested insurance documents with its proposal. An Agreement will not be executed until all required evidence of insurance has been received and approved by the City. In the event the Proposer fails to meet the deadlines, the City may reject the Proposer's proposal.
- 11.14 Taxpayer Identification Number: Unless the apparent successful Proposer is on record as having submitted a Taxpayer Identification Number and Certification Request Form (W-9) to the City, the City will request it to do so prior to agreement execution. Alternatively a Proposer may include the Form with its Proposal.



- 11.15 Seattle Business License: For-profit and non-profit organizations may be required to obtain a Seattle Business license. A Proposer may obtain City of Seattle business licensing information from the City Revenue and Consumer Affairs Division, phone: 206-684-8484. Instructions and applications may also be obtained at www.seattle.gov/rca/.
- 11.16 Availability of Documents after Announcement of Apparent Successful Proposer: The City requests interested parties to delay submitting a request for public disclosure of proposal information until the City has announced the apparent successful Proposer. This measure is intended to shelter the fairness and timeliness of the solicitation process, particularly during evaluation and selection or in the event of a cancellation or re-solicitation. Notwithstanding this request, the City will continue to be responsive to all requests for disclosure of public records as required by State law.
- 11.17 Cost of Proposal: The City shall not be liable for any costs incurred by a Proposer in the preparation and submittal of a proposal in response to the RFP or in participation of any part of the acquisition process.
- 11.18 Errors in Proposal: The Proposer is responsible for all errors or omission in its Proposal, and any such errors or omission will not serve to diminish its obligations to the City.
- 11.19 Withdrawal of Proposals: A proposal may be withdrawn by written request of the Proposer if requested prior to the proposal due date and time listed in RFP Section 1. No proposal may be withdrawn for a period of ninety (90) calendar days after the proposal due date and time.
- 11.20 Changes to Proposal: Prior to the proposal due date and time listed in RFP Section 1, a Proposer may make changes to its proposal provided the change is initialed and dated by the Proposer. No changes to a proposal shall be made after the proposal due date and time listed in RFP Section 1.
- 11.21 Rejection of Proposals: The City reserves the right to reject any and all proposals at any time with no penalty and to waive any immaterial defects and minor irregularities in a proposal.
- 11.22 Disposition of Proposals: All materials submitted in response to the RFP shall become the property of the City upon delivery to the City.



11.23 Incorporation of RFP and Proposal in Agreement: This RFP, including all attachments and addenda, and all promises, warranties, commitments and representations in the successful proposal, shall be binding and shall become obligations in the Agreement.

12.0 Proposal Submittal

12.1 Written Proposal

12.1.1 Binding and Number of Copies: The Proposer must submit seven hardcopy sets of all proposal documents; one set clearly marked original and six sets clearly marked copy. The original and copies should be stapled on the left-hand upper corner only. The Proposer must also submit one electronic copy of the Proposal in .pdf format on disk. The City prefers that documents be copied double-sided and on 100% processed chlorine free (PCF) paper.

12.1.2 Format and Organization: The Proposer shall include following documents in its proposal:

- 1) Cover Letter on the Proposer's letterhead, signed by an individual authorized to legally commit the Proposer. The Cover Letter must designate the officer, employee, or agent who will be the Proposer's contact for all communications regarding its proposal. The following information for this individual shall be provided:
 - *Name
 - *Title
 - *Organization's Name
 - *Mailing Address
 - *Office Telephone Number
 - *Mobile Telephone Number
 - *Email Address

- 2) Vendor Questionnaire

[See Attachment]

- 3) Minimum Qualifications Form

[See Attachment]



4) Written Proposal Form

[See Attachment]

12.1.3 Delivery of Written Proposals: Sealed proposals must be received at the Department of Information Technology no later than the date and time listed in Section 1.0.

If the proposal is delivered by the U.S. Postal Service, it should be addressed to:

Ann Kelson, Contracts Manager
Department of Information Technology
PO Box 94709
Seattle, WA 98124-4709

If the proposal is delivered by an entity other than the U.S. Postal Service, it should be addressed to:

Ann Kelson, Contracts Manager
Department of Information Technology
700 5th Ave., #2700
Seattle, WA 98104

The City shall not consider proposals submitted by facsimile (fax) or email.

Proposers are solely responsible for ensuring that proposals are delivered on time. Delays caused by any delivery service, including the U.S. Postal Service, will not be grounds for an extension of the deadline for receipt of proposals. At the City's sole discretion, a proposal received after the deadline may be returned to the Proposer, may be declared non-responsive and may not be subject to evaluation.

12.2 Interviews: Proposers who are selected as Finalist Proposers will be invited to an interview with the Evaluation Team. Below is a draft of the interview questions. All Proposers should reserve the dates listed in Section 1.0 in the event they are invited to an interview.

[See Attachment]



12.3 Information Required by Apparent Successful Proposer: Only the Apparent Successful Proposer will be required to submit the following:

1) Agreement (Note: The City's proposed Agreement will be available at the Pre-proposal Conference. See Section 1.0.)

2) WMBE Inclusion Plan (optional)

[See Attachment]

3) References

[See Attachment]

4) Evidence of Insurance

[See Attachment]

6) IRS Form W-9 Request for Taxpayer Identification Number and Certification

[See Attachment]

7) State of Washington UBI Number and City of Seattle Business License Number

www.seattle.gov/rca/

<http://www.dol.wa.gov/business/file.html>



13.0 Evaluation, Selection, and Award

13.1 Evaluation Process

Step 1: The DoIT Contracts Manager will review written proposals for initial determination of responsiveness and responsibility, including the responses to the Vendor Questionnaire and Minimum Qualifications. Those Proposals found responsive and those Proposers found responsible based on this initial review shall proceed to Step 2.

Step 2: The Evaluation Team will evaluate Written Proposals based on the criteria in RFP Section 3.2. The Evaluation Team will be comprised of City staff and community members with expertise in PEG channels. The proposals with the highest scores will be considered as Finalist Proposals and will proceed to Step 3. At its sole discretion, the City will determine the number of proposals that will proceed to Step 3. All Proposers will be notified of the outcome.

Step 3: The DoIT Contracts Manager will contact the Finalist Proposers to schedule interview times and logistics.

Step 4: The Evaluation Team will evaluate Interviews based on the criteria listed below. The scores from the Written Proposal and the Interview will be summed. The Proposer with the highest score will be selected as the Apparent Successful Proposer. The other Finalist Proposers will be notified of the outcome.

Step 5: The Apparent Successful Proposer shall submit reference information. Reference checks will be reviewed on a pass/fail basis.

Step 6: The Apparent Successful Proposer shall provide the City with the documents listed in RFP Section 12.3. The City cannot execute an Agreement until after receipt and approval of these documents.

Step 7: The City and the Apparent Successful Proposer will discuss the scope of work and other relevant issues. As appropriate, items will be incorporated into the Agreement.

Note: The City's proposed Agreement will be available at the Pre-proposal Conference. See Section 1.0.

Repeat of Evaluation Steps: In the event an agreement is not executed at the conclusion of the above steps, the City may return to any step in the process to repeat evaluation of those proposals that were active at that step in the process.



13.2 Evaluation Criteria: Proposals will be evaluated based on the following criteria:

Written Proposal

Transition and Commencement of Services	5
Cable-Casting	5
Programming	5
Outreach and Promotion	10
Training	10
Facility	5
Equipment	5
Website	10
Policies and Procedures	5
New Technology Opportunities	15
Funding and Resource Generation	15
Financial Stability	10
Organizational Structure	0
Total Possible Points for Written Proposal	100

Interviews

Total Possible Points for Interview	100
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City of Seattle
Department of Information Technology

Request for Proposals #DIT-110031
Public Access Cable Television Channel Operator

Amendment #1

1. RFP Section 6.2, is amended as follows:

- a) a studio and editing suite where members of the public can create, produce, and distribute live and pre-recorded programming on the Channel, and
- b) space for equipment necessary for and used in connection with the creation and production of video programming.

2. Minimum Qualifications Response Form, Written Proposal Form and Interview Questions are amended as attached. (Note: Proposers should use these forms in preparing their proposals)

In all other respects the RFP remains the same.





**City of Seattle
Department of Information Technology**

**Request for Proposals #DIT-110031
Public Access Cable Television Channel Operator**

Amendment #2

1. RFP Section 6.2, is amended as follows:

- a) a studio and editing suite where members of the public can create, produce, and distribute ~~live and pre-recorded~~ programming on the Channel, and
- b) space for equipment necessary for and used in connection with the creation and production of video programming.

2. Minimum Qualifications Response Form, Written Proposal Form and Interview Questions are amended as attached. (Note: Proposers should use these forms in preparing their proposals)

In all other respects the RFP remains the same.





**City of Seattle
Department of Information Technology**

**Request for Proposals #DIT-110031
Public Access Cable Television Channel Operator**

Amendment #3

1. RFP Section 8.3, is amended as follows:

8.3 Programming: The Operator will cable-cast ~~live and~~ pre-recorded programming.

2. RFP Section 12.3 is amended to add the proposed Agreement, attached.

In all other respects the RFP remains the same.

2011 CONTRACT **INSURANCE REQUIREMENTS TRANSMITTAL FORM**

FOR CITY USE ONLY; COMPLETE ALL YELLOW FIELDS

Contract: Public Access Cable Channel Operator **Contract Number:** DIT 110031
Contract Manager: Ann Kelson **Department:** DOIT **Telephone:** 206-684-0539

INSURANCE REPRESENTATIVE — ATTACH THIS FORM TO INSURANCE CERTIFICATION SUBMITTED TO THE CITY

• **COMPLETE THESE FIELDS SO THAT WE MAY CONTACT YOU IF NECESSARY.**

NAME: _____ POSITION: _____
NAME OF COMPANY _____
EMAIL: _____ TELEPHONE: _____ FAX: _____

• **SEND ORIGINAL CERTIFICATION WITH COPY OF CGL ADDITIONAL INSURED ENDORSEMENT OR BLANKET ADDITIONAL INSURED POLICY WORDING TO:**

THE CITY OF SEATTLE
ATTN: (IF BLANK, "RISK MANAGER")
P.O. BOX (IF BLANK, "P.O. BOX 94669")
SEATTLE, WA 98124- (IF BLANK, "-4669")

• **SEND COPY OF CERTIFICATION INCLUDING COPY OF ADDITIONAL INSURED PROVISION BY EMAIL ATTACHMENT IN ADOBE PDF FORMAT TO ANN.KELSON@SEATTLE.GOV AND RISKMANAGEMENT@SEATTLE.GOV .**

The Contractor shall maintain continuously throughout the term of this Agreement, at no expense to the City, the following insurance coverage and limits of liability as checked below:

A. STANDARD INSURANCE REQUIRED:

Commercial General Liability (CGL) or equivalent insurance including coverage for:
Premises/Operations, Products/Completed Operations, Personal/Advertising Injury
Contractual and Stop Gap/Employers Liability (coverage may be provided under a separate policy).
Minimum limit of liability shall be \$ 1,000,000 each occurrence Combined Single Limit bodily injury and property damage ("CSL") except:
— \$ 1,000,000 each offense Personal/Advertising Injury
— \$ 1,000,000 each accident/disease Stop Gap/Employers Liability.

Automobile Liability insurance for owned, non-owned, leased or hired vehicles, as applicable. The minimum limit shall be \$1,000,000 CSL. MSC-90 and CA 99 48 endorsements.

Worker's Compensation insurance for Washington State as required by Title 51 RCW Industrial Insurance.

B. ADDITIONAL COVERAGES AND/OR INCREASED LIMITS:

Federal Maritime insurance **U.S.L.&H.** minimum limit \$1,000,000. **Jones Act** minimum limit \$1,000,000.

Professional Liability (E&O/Technical E&O) insurance appropriate to the consultant's profession. The minimum limit shall be \$1,000,000 or \$ _____ each claim.

Umbrella or Excess Liability "follow form" insurance over primary CGL and Automobile Liability insurance limits, if necessary, to provide **total** minimum limits of liability of \$2,000,000 \$ _____ each occurrence combined single limit bodily injury and property damage. These required total minimum limits of liability may be satisfied with primary limits or any combination of primary and umbrella/excess limits.

Contractor's Pollution Liability insurance with minimum limits of liability of \$1,000,000 \$ _____ each claim.

insurance with minimum limits of \$1,000,000 \$ _____



ONLY PARAGRAPH I. OF THE FOLLOWING CONDITIONS APPLIES TO WASHINGTON STATE TITLE 51 INDUSTRIAL INSURANCE (WORKERS COMPENSATION):

- C. CITY AS ADDITIONAL INSURED; PRODUCTS-COMPLETED OPERATIONS:** As respects CGL and Automobile Liability insurance, and Contractor's Pollution Liability insurance if required, the City of Seattle shall be included as an additional insured subject to a standard "Separation of Insureds" clause. As respects CGL and (if required) Contractor's Pollution Liability insurance, additional insured status for the City:
 1. Must be established either by an appropriate additional insured endorsement issued and attached to the policy or by appropriate blanket additional insured policy wording, and
 2. Shall be primary and non-contributory with any insurance or self-insurance coverage maintained by the City.
- D. NO LIMITATION OF LIABILITY:** The limits of liability specified herein are minimum limits of liability only and, except for the policy limits, shall not be construed to limit the liability of the Contractor or any of the Contractor's insurers. The City shall be an additional insured as required in paragraph C. above as respects the total limits of liability maintained, whether such limits are primary, excess, contingent or otherwise.
- E. SUBSTITUTION OF SUBCONTRACTOR'S INSURANCE:** If portions of the scope of work are subcontracted, the subContractor or subcontractor may provide the evidence of insurance for the subcontracted body of work provided all the requirements specified herein are satisfied.
- F. NOTICE OF CANCELLATION:** Coverages shall not be canceled without at least thirty (30) days written notice to the City, except ten (10) days notice for non-payment of premium.
- G. CLAIMS MADE FORM:** If any insurance policy is issued on a "claims made" basis, the retroactive date shall be prior to or coincident with the effective date of this Agreement. The Contractor shall either maintain "claims made" forms coverage for a minimum of three years following the expiration or earlier termination of this Agreement, providing the City with a Renewal Certificate of Insurance annually; purchase an extended reporting period ("tail") for the same period; or execute another form of guarantee acceptable to the City to assure the Contractor's financial responsibility for liability for services performed.
- H. INSURER'S A.M. BEST'S RATING:** Each insurance policy shall be issued by an insurer rated A-: VII or higher in the A.M. Best's Key Rating Guide, unless a surplus lines placement by an licensed Washington State surplus lines broker, or as may otherwise be approved by the City.
- I. SELF-INSURANCE:** The City acknowledges that the Contractor may employ self-insured and/or alternative risk financing and/or capital market risk financing programs for some or all of its coverages. The term "insurance" wherever used herein shall include any such self-insured and/or alternative risk financing and/or capital market risk financing programs. The Contractor shall be liable for any self-insured retention or deductible portion of any claim for which insurance is required.
- J. EVIDENCE OF INSURANCE (NOT APPLICABLE TO WASHINGTON STATE WORKERS COMPENSATION):** The Contractor or its authorized representative shall deliver in the manner described an **Acord Certificate and Additional Insured Endorsement or Blanket Policy Wording** that complies with coverages, limits and conditions as required herein. (NOTE: A Copy of the actual additional insured endorsement or blanket additional insured policy wording to the CGL policy **MUST BE ATTACHED TO THE CERTIFICATE** to verify additional insured status.)

**CGL INSURANCE WILL NOT BE APPROVED WITHOUT
ADDITIONAL INSURED ENDORSEMENT
OR
BLANKET ADDITIONAL INSURED WORDING
ATTACHED TO THE CERTIFICATE!**





April 13, 2011

To Whom It May Concern,

Please accept the included proposal from Seattle Community Colleges Television (SCCtv) for City of Seattle Request for Proposals #DIT 110031 for Public Access Cable Channel Operator.

I, John Sharify, General Manager of SCCtv, will be the contact for all communications regarding this proposal. My mailing address is: SCCtv, 9600 College Way North, Seattle, WA 98103. My phone is 206-934-3919. My email address is john.sharify@seattlecolleges.edu.

Thank you for this opportunity.

Please feel free to contact me if you have any questions.

Sincerely,

John Sharify

SCCtv



Vendor's Name: SEATTLE COMMUNITY COLLEGES TELEVISION

City of Seattle Vendor Questionnaire

INSTRUCTIONS: This is a mandatory form. Submit this form with your bid or proposal. Provide information to the extent information available. If response is incomplete or requires further description, the Buyer may request additional information within a specified deadline, or may determine the missing information is immaterial to award.

Vendor Information	
Vendor's Legal Name	SEATTLE COMMUNITY COLLEGES TELEVISION
"Doing Business Name" (dba) if applicable	
Mailing Address	9600 COLLEGE WAY, NORTH, SEATTLE, WA 98103
Contact Person and Title	JOHN SHARIFY, GENERAL MANAGER
Contact Person's Phone Number	206-934-3919
Contact Person's Fax Number	206-934-3977
Contact Person's E-Mail Address	john.sharify@seattlecolleges.edu
Dun & Bradstreet number (if available)	48990000
Identify the City and State of your company headquarters	SEATTLE, WA.

Vendor Registration with City of Seattle	
Did your firm register on to the City's Registration and Roster System at http://www2.ci.seattle.wa.us/vendorregistration/default.asp ? For assistance, call 206-684-0444.	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Companies doing business within the Seattle city limits must hold a Seattle Business License, including non-profit agencies. If your organization is nominated as the apparent successful Proposer, will you immediately seek a Seattle Business License?	Yes <input type="checkbox"/> No <input type="checkbox"/> STATE AGENCY

Ownership	
Is your firm a subsidiary, parent, holding company, or affiliate of another firm?	NO
What year was your firm, under the present ownership configuration, founded?	1997
How many years has your firm been in continuous operation without interruption?	13
What year did your firm begin providing, on a continuous basis, the types of services or products that are required from this solicitation?	1997

Financial Resources and Responsibility	
Within the previous five years has your firm been the debtor of a bankruptcy?	Specify yes or no. If yes, explain. NO
Is your firm in the process of or in negotiations toward being sold?	NO
Within the previous five years has your firm been debarred from contracting with any local, state, or federal governmental agency?	NO
Within the previous five years has your firm been determined to be a non-responsible bidder or proposer for any government contract?	NO
Within the previous five years has a governmental or private entity terminated your firm's contract prior to contract completion?	NO
Within the previous five years has your firm used any subcontractor to perform work on a government contract when that subcontractor had been debarred by a governmental agency?	NO

Affirmative Contracting - SMC 20.42	
Within the previous five years has your firm been found to have violated any local, state, or federal anti-discrimination laws or regulations?	Specify yes or no. If yes, explain. NO
Does Vendor anticipate hiring a subcontractor or new employees to perform the work required under this contract? If yes, the apparent successful Proposer will be required to submit an Inclusion Plan:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>



Vendor's Name: SEATTLE COMMUNITY COLLEGES TELEVISION

Disputes		Specify yes or no. If yes, explain.
Within the previous five years has your firm been the defendant in court on a matter related to any of the following issues:		
<ul style="list-style-type: none"> • Payment to subcontractors? • Work performance on a contract? 		NO
Does your firm have outstanding judgments pending against it?		NO
Within the previous five years, was your firm assessed liquidated damages on a contract?		NO
Has your firm received notice of and/or in litigation about patent infringement for the product and/or service that your firm is offering to the City?		NO

Compliance		Specify yes or no. If yes, explain.
Within the previous five years, has your firm or any of its owners, partners, or officers, been assessed penalties or found to have violated any laws, rules, or regulations enforced or administered by a government entity? This does not include owners of stock in your firm if your firm is a publicly traded corporation.		NO
If a license is required to perform the services sought by this solicitation, within the previous five years has your firm had a license suspended by a licensing agency or been found to have violated licensing laws?		NO

Involvement by Current and Former City Employees		Specify yes or no. If yes, explain.
Are any of your company officers or employees a current or former City of Seattle employee or volunteer? If yes, identify the employee name. Advise the employee of their duty to comply with City of Seattle's Code of Ethics, Seattle Municipal Code Chapter 4.16.		NO
Will any of your vendor employees work more than 1,000 hours (per rolling 12 months) within a City contract, combining the hours for work under this contract and any other? If so, specify the worker name. Advise the worker of their duty to comply with the City of Seattle's Code of Ethics, Seattle Municipal Code Chapter 4.16		NO
Vendor (including officer, director, employee, trustee, or partner) must not have a business interest or a close family or domestic relationship with any City official, officer or employee who was, is, or will be involved in selection, negotiation, drafting, signing, administration or evaluation of the Vendor performance. Vendor shall notify the City IT Contracts Manager in writing, if known, and the City shall make the sole determination as to compliance.		NO

Emergency Contact Information	
Please provide 24-hour emergency contact information.	
Contact Name	ROB ROSAMOND
Emergency Phone Number	206-934-3963
Back-up Emergency Phone Number	CISE YARE 206-934-3936
If your company has locations outside Seattle that can be called upon in an emergency for these products or services, please list:	Ø

Business History		Specify yes or no.
In the last five years, has your firm held other contracts with public agencies to provide similar products or services in a size and scope similar to that required by the City of Seattle?		NO



Vendor's Name: SEATTLE COMMUNITY COLLEGES TELEVISION

By submittal of this form, the Vendor hereby certifies:
Vendor is not debarred, suspended, proposed for debarment, or declared ineligible for award of contracts by any Federal agency.
During the most recent three years, the Vendor has not been convicted of or had a civil judgment rendering against the firm for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government, or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property, and my firm is not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.
Vendor has not paid, nor will pay, Federal appropriated funds (including profit or fee received under a covered Federal transaction), to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the Offeror shall notify the City of Seattle and complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities.
Vendor has not had a governmental or private entity contract terminated prior to contract completion or debarred from bidding, within the last five years.
Within the previous five years, vendor has not used any subcontractor to perform work on a government contract when that subcontractor had been debarred by a governmental agency.
Vendor's Offer is valid until the date the City awards a Contract or rejects all offers;
Vendor has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive pricing in the preparation and submission of its Offer;
Vendor shall provide immediate written notice to the City of Seattle if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
Submittal of this Vendor Questionnaire with your proposal provides authority and certification for your entire submittal.



Vendor's Name: SEATTLE COMMUNITY COLLEGES TELEVISION

City Non Disclosure Request

If you believe any statements or items you submit to the City as part of this bid/response are exempt from disclosure, you must identify and list them below. You must very clearly and specifically identify each statement or item, and the RCW exemption that applies. If awarded a City contract, the same exemption status will carry forward to the contract records.

The City will **not** exempt materials from disclosure simply because you mark them with a document header or footer, page stamp, or a generic statement that a document is non-disclosable, exempt, confidential, proprietary, or protected. You may not identify the entire page, unless the entire page is within the exemption scope. Only records properly listed on this Form will be protected and withheld for notice. All other records will be considered fully disclosable upon request.

- I do not request any information be withheld.
- I request the following specific information be withheld. I understand that all other information will be considered public information. For each statement or item you intend to withhold, you must fill out every box below. You should not require an entire page withheld; only request the specific portion subject to the exemption.

Document Page: Specify the page number on which the material is located within your submittal package (page number)	Statement: Repeat the text you request to be held as confidential, or attach a redacted version.	RCW Exemption: Specify the RCW exemption including the subheading

For this request to be valid, you must specify the RCW provision or other State or Federal law that designates the documents as exempt from disclosure. For example, potential RCW exemptions include the following:

1. RCW 42.56.230.3 – Personal information - taxpayer
2. RCW 42.56.230.4 – Personal information – Credit card numbers and related
3. RCW 42.56.240 - Investigative, law enforcement and crime victims
4. RCW 42.56.250 – Employment and licensing – specify the applicable subheading
5. RCW 42.56.260 - Real estate appraisals
6. RCW 42.56.270 (Items 1 through 17) – specify which subheading.
7. RCW 42.56.270 (Items 1 through 17) – specify applicable subheading
8. RCW 42.56.420 - Security



Vendor's Name: SEATTLE COMMUNITY COLLEGES TELEVISION

Equal Benefits Compliance Declaration

Please declare *one (1)* option from the list below that describes the Contractor's intention to comply with Seattle Municipal Code Chapter 20.45 (City Contracts – Non-Discrimination in Benefits) and related rules, for offices in the City of Seattle and any other United States office where work will be performed for this contract. Detailed instructions are provided on the next page.

Option A

The Contractor makes, or intends to make by the contract award date, all benefits available on an equal basis to its employees with spouses and its employees with domestic partners, and to the spouses and the domestic partners of employees, in all Seattle locations and in other locations within the United States where work on the City of Seattle contract is being performed.

Option B

The Contractor does not make benefits available to either the spouses or the domestic partners of its employees.

Option C

The Contractor has no employees.

Option D

The Contractor submitted a request for Substantial Compliance Authorization to the City of Seattle to delay implementation of equal benefits. Substantial Compliance Authorization may be granted to a contractor if compliance will be delayed due to circumstances outside the contractor's control – for example, the contractor cannot make eligibility changes to its health insurance plan until the next open enrollment period, or the contractor cannot negotiate with one or more labor unions for additional benefits until the expiration of the current collective bargaining agreement. The Contractor must request this authorization online and be approved by the City of Seattle. To select this option, also visit the City website and request authorization:
<http://www.seattle.gov/contract/equalbenefits/eb-substantial.htm>.

Option E

The Contractor submitted a request for Reasonable Measures Authorization to the City of Seattle to provide a cash equivalent payment to eligible employees in lieu of making benefits available. Reasonable Measures may be granted to a contractor to allow a cash equivalent in lieu of benefits that are unavailable due to circumstances outside of the Contractor's control. The Contractor must request this authorization online and be approved by the City of Seattle. To select this option, also visit the City website and request authorization:
<http://www.seattle.gov/contract/equalbenefits/eb-reasonable.htm>.

No United States Presence

The Contractor does not have United State locations that are owned or rightfully occupied by the contractor, where the contractor performs direct services for the proposed contract.

Non-Compliance

The Contractor does not comply and does not intend to comply with Seattle Municipal Code Chapter 20.45 and related rules.



Vendor's Name: SEATTLE COMMUNITY COLLEGES TELEVISION

Equal Benefits Instructions

Seattle Municipal Code Chapter 20.45 (SMC 20.45) requires consideration of whether bidders provide health and benefits that are the same or equivalent to domestic partners of employees as to spouses of employees, and of their dependents and family members. If your company does not comply with Equal Benefits and does not intend to do so, you must still supply the information on the Vendor Questionnaire.

1. Carefully fill out the Vendor Questionnaire. It is essential to your standing in the evaluation process, so it is important to understand and complete the Questionnaire properly.
2. Locations: If you have multiple offices, answer the form based on compliance for offices in the City of Seattle and any other United State locations where work will be performed for the City contract:
3. The Buyer can answer many questions. However, you may call the City Equal Benefits Coordinator, Jim Wurzer at 206-684-4535 (Jim.Wurzer@seattle.gov). If necessary, you can also call the general office at 206-684-0430 to request immediate assistance. Call before you submit your bid to ensure you've filled out the form correctly.
4. The Seattle Municipal Code (20.45.010) defines "Domestic Partner" as any person who is registered with his/her employer as (having) a domestic partner, or, in the absence of such employer-provided registry, is registered as a domestic partner with a governmental body pursuant to state or local law authorizing such registration. Any internal employer registry of domestic partnership must comply with criteria for domestic partnerships specified by rule by the Department. Whether through employer registration or through a public agency registration, the definition of domestic Partner, by City Rule, cannot be more restrictive than that provided below:
 - Share the same regular and permanent residence; and
 - Have a close, personal relationship; and
 - Are jointly responsible for "basic living expenses" as defined below; and
 - Are not married to anyone; and
 - Are each eighteen (18) years of age or older; and
 - Are not related by blood closer than would bar marriage in the State in which the individual resides; and
 - Were mentally competent to consent to contract when the domestic partnership began; and
 - Are each other's sole domestic partner and are responsible for each other's common welfare.
 - "Basic living expenses" means the cost of basic food, shelter, and any other expenses of a Domestic Partner which are paid at least in part by a program or benefit for which the partner qualified because of the Domestic Partnership. The individuals need not contribute equally or jointly to the cost of these expenses as long as they agree that both are responsible for the cost.
5. If the employer does not have a registration system and does not intend to implement one, the City of Seattle has a registration system as an option: <http://www.seattle.gov/leg/clerk/dpr.htm>

The information you supply is used by the Buyer to determine your EB status. However, the City Buyer still will review your responses and make the final determination. If the information you supply is conflicting or not clearly supported by the documentation that the City receives, the Buyer may reject your bid or may seek clarification to ensure the Buyer properly classifies your compliance.

Equal Benefits makes a significant difference in Bid evaluation: Bidders that select "Non Compliance" will be rejected, unless there is no bidder that is compliant, responsive and responsible bidder. The Buyer may also find a Bidder "Non Compliant" upon review (such as those that select Option D or E and do not have a waiver from the City to select that option, or where the form is blank).

Be prepared with documentation to support your declaration. All contracts awarded by the City may be audited for equal benefits compliance. Non-compliance may result in the rejection of a bid or proposal, or termination of the contract.



Proposer Name: SEATTLE COMMUNITY COLLEGES TELEVISION

Instructions: The following are minimum qualifications that the Proposer must meet. In the event the Proposer does not clearly demonstrate that it meets the minimum qualifications, the proposal may be rejected. The City requests that Proposers who do not meet these minimum qualifications NOT respond to this RFP.

Provide the information and attachments as requested.

Experience

- a) **The Proposer is a government agency, non-profit educational agency, or other non-profit organization that has been in existence for a minimum of five years.**

State your organization's Washington State Uniform Business Identification Number or provide other documentation demonstrating that your organization meets this requirement.

UBI# 578-076-239

- b) **The Proposer has a minimum of five years experience as a video production organization or will assign to the Channel a lead executive who has a minimum of five years experience in managing a video production organization.**

State the number of years of experience your organization has in video production.

Number of years' experience 13

-OR-

State the name of the lead executive who will have primary responsibility for the operation and management of the Channel. Attach the resume of this person.

Name of Lead Executive JOHN SHARIFY

Check that resume is attached (✓) ✓





Proposal to act as Public Access Channel Operator for the City of Seattle

Emmy-Award-winning Seattle Community Colleges Television (SCCtv) is perfectly positioned to provide the public with access to create and broadcast important community focused and educational programming. With our studio located on a community college campus, SCCtv is in a unique position to ensure the public's continued access to broadcasting, vastly increase the streaming of public created video content and to connect this endeavor directly with the education of current students within the Seattle Community College District. We feel it's a win-win. Bringing together public access and higher education benefits all involved and offers an exceptional educational opportunity for students and fits with the college district's mission of creating comprehensive programs for college education and training.

This proposal addresses the each of the requirements requested in the City of Seattle's Request for Proposals (RFP) #DIT 110031, Public Access Cable Channel Operator and Section 12.1 of the RFP.

When the City of Seattle announced it was looking for a new provider for its Public Access channel, SCCtv felt compelled to respond to this RFP to ensure that this important public service continue. We believe SCCtv is one of the few entities with the capabilities to meet the demands of the RFP. We hope you will agree that SCCtv, a current broadcaster on Comcast's Channel 28/Broadstripe Channel 19, will do more than meet these demands while offering an uninterrupted voice to our community as we work to create a new model for our local Public Access.

The opportunity stated in the RFP does present the future operator of the City's public access with a serious challenge. The challenge is to provide a high level of service to the producers who utilize the public access channel and do so with a limited budget.

New Model

To meet this challenge of providing a high level of service, SCCtv will institute a new model for Seattle's public access, which we outline below. Independence and self-sufficiency for the producers will be the goals of the new model. Producers will be responsible for ensuring their productions are created, uploaded, and that information is accurate regarding their program. SCCtv's role will be to facilitate the achievement of these goals through training and the building of an online programming portal. Instrumental to this New Model will be the inclusion of community college students to draw upon for interns, as work-study employees and as participants in program creation. We feel the connection SCCtv offers between education and public access will generate possibilities beyond our imaginations.

SCCtv offers a perfect fit. As you continue to read through our proposal we hope you'll agree with us that this positive joining of forces is invaluable. We hope you will also conclude as you read through our proposal that SCCtv will deliver.

Our new model will help SCCtv to streamline many of the costs associated with production. SCCtv's existing management and infrastructure will support many of the costs of operating another broadcast channel. SCCtv's access to interns and work-study students will help to offset many of the labor costs tied to positions that must be manned. We spent a great deal of time running through numbers, researching other public access stations across the country and had several meetings with the administrators of Denver Open Media, one of the premier public access channels in the country.

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Page Two

While we understand this may eliminate us from the competition, based on this information, we offer to fulfill our proposal to operate the public access channel for the City of Seattle, if the City can assure us that additional funding of \$90,000 per year, less than half of the \$182,000 in possible additional funds mentioned in sections 9.0 and 10.0 of the RFP, be guaranteed. SCCtv has a mandate to be fiscally responsible, and thus we can't afford to proceed, unless there is more money on the table.

We hope that the City will entertain the possibility of an amendment to the RFP to assure additional funding to the proposer chosen as provider.

SCCtv asks for compensation totaling \$210,000 per contract year. Please see the "City Funding" section of our proposal for a detail on how we arrived at this number.

Proposer's Contact Information:

John Sharify, General Manager, Seattle Community Colleges Television (SCCtv), 9600 College Way North, Seattle, Washington 98103, ph-206-934-3919, john.sharify@seattlecolleges.edu.

SCCtv Administrators:

John Sharify, General Manager,
Rob Rosamond, Director of Technology Operations,
Dean Cuccla, Digital Media Content Specialist,
Tom Butterworth, Station Director

Qualifications and Experience:

Seattle Community Colleges Television is the broadcast station for Seattle Community Colleges, the state's largest community college district. The station began broadcasting in 1997 to serve the educational video needs of instructors and students within the colleges. Since that time, SCCtv has grown with the ever-changing needs of instruction.

As SCCtv, and its technology-focused IRIS Education division, have evolved, the station not only broadcasts educational and community focused television throughout the week, our digital delivery system streams video content by the top education video producers to over 77,000 K-12 schools and hundreds of colleges and universities throughout North America.

We also design, build and maintain websites for many of our clients. The websites vary in complexity, from the basic with minimal information and video streaming to the complex, which may involve the handling of thousands of video files for streaming, shopping cart applications and other specialized features.

This proposal is printed on Grays Harbor, Harbor 100 paper, which is processed chlorine free (PCF) paper.

Facility:

SCCtv operates out of its studio and offices located on the North Seattle Community College campus, 9600 College Way North, Seattle, WA 98103. SCCtv is a self-funded operation and not supported by funds coming from Washington State. As a result, SCCtv has been provided space within the district

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Page Three

but pays rent for use of the space. The space includes a medium sized studio and office space.

Should the City of Seattle choose SCCtv to operate the Public Access channel, SCCtv may acquire additional space from the college that will serve as the primary gear check out location, the location for at least one edit station and potential additional office space. The facility is located in a neighborhood with street parking. The college maintains significant parking lot space, which is available to anyone for a small fee. The college/studio is located on a main bus line and, with the opening of a just completed Opportunity Center for Employment and Education, we anticipate additional bus access soon.

Cable Broadcast Transition Plan:

The transition period begins once the contract has been awarded and extends through the first six months of operation.

Technical Plan: SCCtv has already upgraded its system to allow for a broadcast server to be dedicated for the public access channel. We will utilize a Televue B1000 or the Tightrope Cablecast broadcast server currently in use by the public access provider. We have already coordinated with Comcast to sort out the technical issues involved with connecting a second output from SCCtv. Once SCCtv receives the contract to operate the Public Access channel, we will contact the Comcast technicians to implement connection. We will discuss and plan the receiving of programming from the current server, place it on the B3000 and begin test broadcasting. At midnight, July 1, 2011, a Comcast technician will switch from the present signal to our already broadcasting signal.

We will contract with the Open Media Foundation, based in Denver, to install and integrate the open media tools they have created for public access stations. The software they offer marries a number of tasks including upload of material, gear check out, program scheduling and more. We may further customize these applications for our use.

Operation Plan: SCCtv will contact all the current producers regarding permission to continue broadcasting their programs. This communication will likely contain language letting them know that we will continue broadcasting their existing programs, honoring the current agreements they have with the current provider unless they choose to opt-out and inform us not to broadcast their programs. This notification will be posted on the SCCtv website, the new website for the Public Access channel and we will encourage the City's Office of Cable Communications to post it at applicable locations on their website as well.

Gear: We will work with the Office of Cable Communication to develop a schedule regarding removal of the broadcasting gear from the current public access broadcasting facility. The gear checkout area and at least one edit station will be set up.

Additional Position: SCCtv will employ at least one additional employee either full or part time, to help during the transition and potentially as a permanent addition to staff.

Additional Space: SCCtv is already in discussion with campus authorities regarding additional storage and active space.

Students/Interns: SCCtv will announce to instructors and students that new opportunities for

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Page Four

work-study and internships exist on campus. We envision students being trained to work as crew, to help train members of the public on the new on-line interface system and help with gear checkout.

Streaming Media Transition Plan:

SCCtv will develop a website based on the Open Media Foundation model. This model allows producers to upload, via the Internet, their programs, the programming data accompanying the program and allows for varying levels of self-programming. The producer's program will be automatically encoded for the broadcast server and will simultaneously encode itself for on-demand streaming. The system will be set up and tested.

The Open Media Foundation also relies on licensing material with the Creative Commons license to allow for upload to the website archive.org. All producers will be required to sign the Creative Commons licensing agreement. Participation with archive.org will provide all producers with a vastly larger national and international viewing audience. Also, any program uploaded to archive.org is available for broadcast on any other member public access channel.

Operation:

SCCtv will launch what we call the new model beginning in July. The new model allows a high level of access for the public and requires fewer personnel and is less expensive. When we begin operation on July 1, SCCtv will offer limited services to the public until systems are in place with accurate inventory and the gear room and work stations are set up. More and more services will then be added as time and budget allow. For instance, very limited studio time will be offered at first. SCCtv will not offer live broadcasting. These two services are expensive to offer and may be increased or added after enough time has passed to determine what the budget will allow. Again, our goal will be to empower producers who are independent.

Membership and Fees – As a new organization, we will set up a membership fee structure and an online method for becoming a member. SCCtv will also institute some gear rental fees and training fees. It is our hope to have the membership application function available shortly after acquiring the contract to provide public access. Members will also be required to license their existing and future content under Creative Commons in order for it to air on the public access station. This requirement will allow us to utilize all of the features Open Media software. The membership sign-up process will include questions about proficiencies the member had attained with the previous public access provider. When checking out gear these members will be asked to provide proof of these proficiencies.

Grant and other Funding Opportunitites – SCCtv will investigate other potential funding sources for public access, including contracting with a grant writer.

System Training - Besides posted instructions on how to use the new system, SCCtv will also immediately offer limited in-person training for member producers on how to use the new system. Any producer with questions regarding the new system will be able to email or call with questions. Based on demand and once the new system is up and running, during the transition period we will offer weekly instruction hours during which we will offer in-person training on how to utilize the new system. During the transition period we will adjust the on-going frequency of in-person training according to demand. All training will be scheduled online.

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Gear Check-Out – The new system incorporates a gear check-out component. Once the gear room is set up, gear check out will begin. Limited gear instruction will be available upon check out. At first check out, members may be asked to demonstrate some knowledge of gear operation. All gear checkout will be scheduled online.

Studio Access and Live Broadcasting – Offering studio time and live broadcasting are both costly. SCCtv will offer limited studio access. Studio access will likely increase after this initial period at a level funding can sustain. At this point, SCCtv will not guarantee any live broadcasting. Programming created in the studio will be recorded "as live." Studio producers will be responsible for locating their own crew, will be expected to record their shows and then upload the shows, using the online open media applications.

Media Training – SCCtv will create training information that will be posted on the new website. SCCtv will also offer, limited initially, media training in the use of field gear and studio equipment. **The level of in-person media training will increase according to demand.** All training will be scheduled online.

Outreach – SCCtv will, via email efforts and website postings, reach out to current producers as well as youth, people of color, immigrant and refugee populations, and disadvantaged communities. We are fortunate to reside on a community college campus that already has extensive connections to most of these communities. The Seattle Community Colleges are among the most diverse community colleges in the country. The Seattle Community Colleges currently recruit minority students and employees and conducts regular outreach, including in-person visits to schools within the Seattle Public School District and other districts in the Puget Sound area. SCCtv will work with District employees at each of the colleges to find ways in which this outreach can include information about public access that will encourage the use of public access by these communities. We will also make use of broadcast time on SCCtv and the public access channels to reach these communities. We will explore the possibility of airing public service announcements within the other PEG channels broadcasting in Seattle. We will also look for other opportunities, including print, poster, billboard and web to reach these communities.

Policies and Procedures – SCCtv already has its own policies and procedures on which to base policies and procedures for a public access channel. We will also take into considerations the policies of other public access channels around the country. We are already in discussions with our attorney regarding adaptation.

City Funding:

The RFP stipulates a total compensation of \$360,000 for the period of the contract, three years and one month. While sections 9.0 and 10.0 add that there is a potential of additional funding, the current level of funding averages to \$120,000 per year over the contract. We are proposing to operate the public access channel at a rate that includes some of the additional funds mentioned in RFP sections 9.0 and 10.0. That rate is \$210,000 per year for the duration of the three year, one month contract.

As you are aware, cable broadcasting and web streaming are expensive ventures. The funding available to the new provider of public access is a fraction of past support and, especially in this economy, other streams of revenue are fairly scarce.

-continued-





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After conducting extensive research, holding discussions with administrators at Denver Open Media and running through our own numbers, we arrived at the conclusion that it would be impossible to achieve the service requirements of the RFP and remain solvent at the current level of funding offered in the RFP. SCCtv already operates a functioning broadcast channel and supports its administrators through its existing self-supporting activities; so many of the costs a broadcasting entity will incur are already covered by our existing structure.

But still, the operation of the public access channel new model, as we outlined in our proposal, will incur its own debts. The following represent some, not all, of the significant costs we anticipate and total \$210,000 annually:

- Annual salary and benefits of one full time employee dedicated to managing the operation, \$65,000 (with potential of hiring additional part time/full time personnel).
- Portion of annual salaries of SCCtv staff in support of public access channel, \$51,000 (based on an average of one day a week for each of two existing personnel, two days a week for a third, one as manager, one as technical support and one as web support).
- Purchase of and on-going development and support for Open Media Foundation software system, up to \$20,000.
- Estimate of minimal annual maintenance of gear and gear replacement, \$5,000 - \$10,000.
- Active space and storage space annual rental, up to \$30,000.
- Moving costs, \$5000.
- Studio upgrade engineering costs, \$10,000.
- 10% contingency fund.

Our research provided us with a variety models and direct funding levels for the operation of public access channels. One significant difference between the proposed funding by the City of Seattle and other cities is that most cities include a Capital Budget as part of their funding. In many cities, the entity operating the public access channel will receive both direct funding and capital budget support.

There are many unknown costs that we can't account for at this point in time. It is very likely the existing staff time could average much higher than we predict, sending the cost of that time soaring much higher (time taken away from income-generating projects at SCCtv).

We anticipate hiring only one employee fully dedicated working with the public access channel, but we must account for the possibility that other positions, either part time or full time, may be required.

A significant unknown is the annual cost of gear maintenance. At SCCtv, we take very good care of our gear and very few people handle it. As a result, our expenditure for maintenance is very low and we only replace gear in order to keep up with technology. Maintenance costs are generally much

-continued-





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higher for gear handled by a lot of people. The potential for gear to be damaged or broken also increases dramatically. Our estimate is fairly conservative and based just on all the cameras receiving basic maintenance cleaning and alignments twice annually and the replacement of one camera each year.

The RFP encourages utilizing other sources of income beyond the financial support offered by the City of Seattle. We see the existing infrastructure of SCCtv as being an additional source of income, as the public access channel will be able to share many of the existing functions SCCtv already pays for.

Conclusion:

I hope you will agree that SCCtv is the best option to act as the public access channel operator for the City of Seattle. Our new model will open up an array of opportunities for producers to access the channel and offer new options for streaming media to a much larger audience. As part of the state's largest community college district, SCCtv will help ensure the publics' continued **access** to broadcasting and streaming.

Sincerely,

John Sharify
General Manager, SCCtv



S. JOHN SHARIFY

206.985.3919

johnsharify@comcast.net

SUMMARY OF QUALIFICATIONS

37 time Emmy Award-winning broadcaster, savvy in business development. High energy manager experienced in creating synergy between a diverse group of personalities.

PROFESSIONAL EXPERIENCE

Seattle Community Colleges Television

- General Manager of SCCTV **2008-present**

KING 5 News, NBC affiliate/Seattle

- Contributing Correspondent **2009-present**

Independent

- CBS 48 Hours, Freelance Producer **2007-2008**
- KCTS Connects, Contributing Correspondent
- Pet Bird Entertainment *Forever New Orleans*, Writer
- Hope Heart Institute, Storyteller

KOMO 4 News, ABC affiliate/Seattle

- General Assignment Reporter, daily newscast **1989 to 2007**
- Web Reporter, filing daily stories for komotv.com
- Radio Reporter, filing live reports for KOMO 1000

WPIX TV, Tribune Company/New York City

- General Assignment Reporter **1981 to 1989**
- Contributing Reporter for Independent Network News (INN), a syndicated national news program produced by WPIX
- Feature Reporter, *Best Talk in Town*, a daily magazine show
- Producer of Public Affairs programs

WNYC TV, New York City

- Producer, photographer, editor, *Varsity Update*, a monthly magazine show **1980 to 1981**

▪ **Workshop presenter, trainer, lecturer, instructor**

2001 to present

- *Storytelling* workshops in Denmark for Danish journalists, 2008, 2009
- *Storytelling* workshops for NRK (National Television Network) in Norway, 2010
- *Mentoring* workshop presenter, National Academy of Television Arts and Sciences (NATAS), 2002 to present
- *Advanced Storytelling* workshop presenter, National Press Photographers Association/ Kentucky 2006, 2007
- *Memorable Stories* workshop presenter, Montana Associated Press Awards, 2007
- *Broadcast Storytelling* professor, University of Washington, 2006



- *The Art of Storytelling* workshop, KBCI-TV/Boise, 2005
- *Making Masterpieces* workshop presenter, Society of Professional Journalists, 2005
- *Broadcast Journalism* lecturer, Pacific Lutheran University, 2004
- *Making of a Murrow* instructional DVD

PROFESSIONAL RECOGNITION

- 6 National Edward R. Murrow Awards, including three for Writing
- 20 Regional Edward R. Murrow Awards, including five for Writing
- 37 Regional Emmy Awards, including six for Writing and six as Top Reporter
- 137 Regional Emmy nominations
- 19 Best of the West Awards
- National Education Writers Association Award in *Documentary* category, 2001
- *Lifetime Achievement Award*, Academy of Religious Broadcasting, 2007
- Seattle Union Gospel Mission Award for compassionate reporting of homeless, 2007
- *Lifetime Achievement Award*, Arab Anti-Discrimination Committee, 2005
- *Take Action Award*, King County Coalition Against Domestic Violence, 2003
- Additional awards conferred by the Academy of Religious Broadcasting, Associated Press and Society of Professional Journalists, Telly Awards, 1997 to present.

COMMUNITY INVOLVEMENT

- 2006 to 2010, president of the board, Northwest Chapter of NATAS
- 2002 to present, mentor, NATAS mentorship program and board member
- 2001-2007, president of the board *People Helper*
- 2009-present, board member of *Angel Helper*
- 2004-2006, vice president of the board, NATAS

EDUCATION

- Master of Fine Arts degree, Film Directing, Columbia University, 1981
- Bachelor of Arts degree, Political Science and Near Eastern Studies, Princeton University, 1979





City of Seattle

WMBE Inclusion Plan

(SMC CH. 20.42)

RFP Number & Title:

#DIT 11031 FOR PUBLIC ACCESS CABLE CHANNEL OPERATOR

Vendor Name:

SEATTLE COMMUNITY COLLEGES TELEVISION

The City intends to provide the maximum practicable opportunity for successful participation in City contracts by minority and women owned firms, given that such businesses are underrepresented. In the Agreement with the City, the Apparent Successful Proposer will be required to agree with Seattle Municipal Code Chapter 20.42, Equality in Contracting. Consistent with administrative rules, the City believes there are no meaningful subcontracting opportunities for services associated with the Public Access Cable Channel Television Operator. However, if the Apparent Successful Proposer believes there are meaningful subcontracting opportunities, it will submit a WMBE Inclusion Plan by responding to the questions below. The Plan shall become part of the contract.

The City defines WMBE firms as those that self-identify to be 51% woman and/or minority owned. Subcontracting is defined as direct performance through subcontracting within the proposed project team to fulfill the contract work.

Of the total contract work, what is the percentage of WMBE participation proposed for subcontracting on your team? This percentage will become a contract commitment.

Specify the percentage participation of woman owned subcontracting, out of the total work identified in the RFP. This percentage will become part of the contract.	%
Specify the percentage of minority owned subcontracting participation, out of the total work identified in the RFP.	%

Name the WMBE team members you intend to use. Describe the work you expect the WMBE firms to perform. Identify the dollars or percentage of total contract value intended for each WMBE firm. The City may request letters of commitments that show agreements between your company and the subcontractors before contract execution. The utilization goals provided on page 1 become a material part of the contract. Should the contract scope require changes to the WMBE firms or WMBE utilization, the Operator is required to discuss such changes and pursue continued commitments for WMBE utilization consistent with the changes in contract scope.

Name of WMBE Company	Specify whether a self-identified Women or Minority Business	Describe Task	Describe percentage of the City dollar resources for subcontract to this WMBE

DO NOT INTEND TO UTILIZE CONTRACTORS.



Proposer Name: Seattle Community Colleges Television (SCCtv)

CUSTOMER REFERENCES

Use the table below to list three customer references for your organization. At the City's option, the City may contact references only of the finalist Proposers.

RESPONSE:

Organization Name and Contact Person	Phone Number	E-mail Address	Description of Services Provided (100 words or less)
Jill Wakefield, Chancellor Seattle Community Colleges	206-587-3872	Jill.Wakefield@seattlecolleges.edu	

call Jill Wakefield

Seattle Community Colleges Television serves the college district in a number of ways throughout the school year. Each school year we tape and stream several events for the colleges, kicking off with Convocation and including the college's annual Martin Luther King, Jr. ceremony. SCCtv also creates video content for the district. Among this year's projects: A video that humorously introduced each of the new college presidents to the district instructors and staff, a series of videos aimed at legislators called "Do You Have a Minute" which told the stories of several people helped by Worker Retraining funded schooling.

Mark Mitsui, President North Seattle Community College	206-527-3601	Mark.Mitsui@seattlecolleges.edu	
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SCCtv was chosen by Mark, who was at South Seattle Community College at the time, to create a series of 15 videos as part of a \$2.6-million AANAPISI grant the school received. Over a hundred interviews have been conducted for these videos which focus on encouraging minority and underprivileged students, specifically those from the Asian Pacific Island Community, to attend college. Our successful work on the grant expanded to include several other projects, including two websites. Mark has since become President at North Seattle Community College where he has now involved us in a number of new projects.

Jean Walkinshaw, Producer	206-323-3079	jeanwalk@comcast.net	
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For over 40 years, Jean Walkinshaw has been telling human stories, most rooted right here in the Pacific Northwest, leading to eight Northwest Regional Emmy Awards. In 1992, she was inducted into the National Academy of Television Arts and Sciences Silver Circle for 25 years of significant contribution to the TV industry and community. Fortunately, Jean is still creating her Remarkable People series for SCCtv. We are also currently working with Jean on a grant funded project enabling us to help Jean to digitize much of her television archive, containing programs and footage that helped create the dialog of change in the Northwest.



CERTIFICATE OF LIABILITY INSURANCE

Issue Date 12/10/2009

ISSUED BY:
 State of Washington
 Office of Financial Management
 Risk Management Division
 PO Box 41027
 Olympia WA 98504-1027

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE STATE OF WASHINGTON SELF INSURANCE LIABILITY PROGRAM.

COVERAGE AFFORDED BY

State of Washington Self Insurance Liability Program

INSURED:
 State of Washington
 Seattle Community Colleges
 ATTN: Kurt Buttleman
 1500 Harvard Avenue
 Seattle, WA 98122

THE STATE OF WASHINGTON, INCLUDING ALL ITS AGENCIES AND DEPARTMENTS, IS SELF-INSURED FOR TORT LIABILITY CLAIMS. ALL CLAIMS MUST BE FILED WITH THE STATE OFFICE OF RISK MANAGEMENT FOR PROCESSING IN ACCORD WITH STATUTORY REQUIREMENTS.

COVERAGES

THIS IS TO CERTIFY COVERAGE DESCRIBED BELOW IS PROVIDED TO THE INSURED NAMED ABOVE FOR THE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE SELF-INSURANCE LIABILITY PROGRAM IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH PROGRAM.

TYPE OF COVERAGE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS
GENERAL LIABILITY <input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> OCCURRENCE COVERAGE	Self-Insured	Continuous	Continuous	BODILY INJURY, PROPERTY DAMAGE & PERSONAL INJURY COMBINED EACH OCCURRENCE \$5,000,000
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY & PROPERTY DAMAGE COMBINED EACH ACCIDENT \$5,000,000
WORKERS COMPENSATION AND EMPLOYERS LIABILITY				STATUTORY
OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS: Coverage applies as respects tort liability claims against the State of Washington as covered by the Tort Claims Act (RCW 4.92 et seq.) The Certificate Holder is named as additional insured, but only as respects the negligence of the State of Washington.

CERTIFICATE HOLDER:

CANCELLATION

SHOULD THE SELF INSURANCE LIABILITY PROGRAM BE CANCELLED, THE STATE OF WASHINGTON WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL NOT IMPOSE ANY OBLIGATION OR LIABILITY UPON THE STATE OF WASHINGTON, ITS OFFICIALS, EMPLOYEES, AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE:

Claudia Schmitz
 Claudia Schmitz, Coverage Administrator

CERTIFICATE NUMBER



Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Name (as shown on your income tax return)
SCC tv

Business name/disregarded entity name, if different from above
Seattle Community Colleges Television

Check appropriate box for federal tax classification (required):
 Individual/sole proprietor C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

Other (see instructions) ▶ **Government**

Address (number, street, and apt. or suite no.)
9600 College Way N.

City, state, and ZIP code
Seattle, WA 98103

List account number(s) here (optional)

Requester's name and address (optional)

Print or type
See Specific Instructions on page 2.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								
				-				

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number									
9	1	-	0	8	2	6	8	7	2

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ *Case Yare*

Date ▶ *04-11-2011*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.





SCCtv / North Seattle Community College Rent Agreement

Seattle Community College Television (SCCtv) and North Seattle Community College (NSCC) have an agreement by which SCCtv rents space in the Education Building on the NSCC campus. This document reflects one change to the pre-existing agreement that took place during the 2009-2010 fiscal year and a new agreement that will begin July 1, 2010 that fundamentally changes the agreement as it has existed in the past.

2009-2010 Rent:

Our rent this current fiscal year 09/10 totals \$36,618.50. The agreement calls for half of this amount in cash (\$18,309.25), the other half in trade-out. We have made one payment of \$7,026 and will be making a second payment for the remainder owed, \$11,283.25. Of the in-kind portion, SCCtv has performed \$2,500 worth of filming for NSCC and that would leave \$15,809.25 remaining for NSCC to utilize.

The Details

Our rent for the five rooms we occupied at the beginning of the fiscal year has traditionally been \$42,156, or \$3513 per month. In January we returned one of the classrooms we've been using, room 1E10840A, to the college. Rent for the remaining five months is figured at the lower rate of \$2405.50 per month, based on the rent savings of \$13,290 discussed in a July 27, 2009 email from Orestes Monterey.

7 months at \$3513 totals \$24,591.

5 months at \$2405.50 totals \$12,027.50

Total Rent \$36,618.50

New Rent Agreement 2010- :

This new agreement will commence July 1, 2010. It is open to renegotiation at any time both parties agree to do so.

SCCtv agrees to pay NSCC, in cash, an annual rent of \$29,000, based on the amount of \$2405.50 per month over a 12-month period (totaling 28,866) and rounded up. This amount will be paid in three payments, a \$10,000 payment due on or around September 15, a \$10,000 payment due on or around February 15 and a final payment of \$9000 due on or around June 15th.

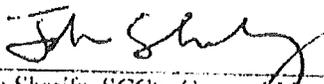
Trade-Out Option

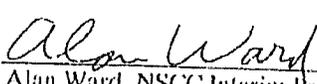
As in the past, should NSCC need the web or video services of SCCtv, the work value can be traded out for rent owed. Set up in this way, trade-out only occurs when it is needed.

Should NSCC want to do web or video production work with SCCtv during a given year, the value of that work will be determined and that value will be deducted from what SCCtv owes to NSCC in the final annual payment. As an example, should video and web work SCCtv performs for NSCC equal a value of \$4000, the final rent payment SCCtv makes to NSCC would be in the amount of \$5000.

Should the amount of work exceed the final rent payment of \$9000, the trade out value would then begin deducting from the second payment, etc. For instance, should NSCC want a combination of video and web work from SCCtv with an estimated cost of \$11,000, SCCtv would not make the final annual payment of \$9000 and would deduct \$2000 from what is owed in the second annual payment.

All parts of this agreement are open to negotiation at any time, based on the wishes of both parties.


John Sharify, SCCtv General Manager June 4, 2010 Date


Alan Ward, NSCC Interim President 6/7/10 Date



2011 CONTRACT

INSURANCE REQUIREMENTS TRANSMITTAL FORM

FOR CITY USE ONLY: COMPLETE ALL YELLOW HIGHLIGHTS

Contract: Public Access Cable Channel Operator Contract Number: DIT 110031
Contract Manager: Ann Kelson Department: DOIT Telephone: 206-684-0539

INSURANCE REPRESENTATIVE – ATTACH THIS FORM TO INSURANCE CERTIFICATION SUBMITTED TO THE CITY

- COMPLETE THESE FIELDS SO THAT WE MAY CONTACT YOU IF NECESSARY.
NAME: ALAN WARD POSITION: CEO
NAME OF COMPANY SEATTLE COMMUNITY COLLEGES
EMAIL: ALAN.WARD@SEATTLECOLLEGE.EDU TELEPHONE: 206-587-4111 FAX: 206-934-3977
- SEND ORIGINAL CERTIFICATION WITH COPY OF CGL ADDITIONAL INSURED ENDORSEMENT OR BLANKET ADDITIONAL INSURED POLICY WORDING TO:
THE CITY OF SEATTLE
ATTN: (IF BLANK, "RISK MANAGER")
P.O. BOX (IF BLANK, "P.O. BOX 94669")
SEATTLE, WA 98124- (IF BLANK, "-4669")
- SEND COPY OF CERTIFICATION INCLUDING COPY OF ADDITIONAL INSURED PROVISION BY EMAIL ATTACHMENT IN ADOBE PDF FORMAT TO ANN.KELSON@SEATTLE.GOV AND RISKMANAGEMENT@SEATTLE.GOV.

The Contractor shall maintain continuously throughout the term of this Agreement, at no expense to the City, the following insurance coverage and limits of liability as checked below:

A. STANDARD INSURANCE REQUIRED:

- Commercial General Liability (CGL)** or equivalent insurance including coverage for: Premises/Operations, Products/Completed Operations, Personal/Advertising Injury Contractual and Stop Gap/Employers Liability (coverage may be provided under a separate policy). Minimum limit of liability shall be \$ 1,000,000 each occurrence Combined Single Limit bodily injury and property damage ("CSL") except:
– \$ 1,000,000 each offense Personal/Advertising Injury
– \$ 1,000,000 each accident/disease Stop Gap/Employers Liability.
- Automobile Liability** insurance for owned, non-owned, leased or hired vehicles, as applicable. The minimum limit shall be \$1,000,000 CSL. MSC-90 and CA 99 48 endorsements.
- Worker's Compensation** insurance for Washington State as required by Title 51 RCW Industrial Insurance.

B. ADDITIONAL COVERAGES AND/OR INCREASED LIMITS:

- Federal Maritime** insurance U.S.L.&H. minimum limit \$1,000,000. Jones Act minimum limit \$1,000,000.
- Professional Liability (E&O/Technical E&O)** insurance appropriate to the consultant's profession. The minimum limit shall be \$1,000,000 or \$ each claim.
- Umbrella or Excess Liability** "follow form" insurance over primary CGL and Automobile Liability insurance limits, if necessary, to provide total minimum limits of liability of \$2,000,000 \$ each occurrence combined single limit bodily injury and property damage. These required total minimum limits of liability may be satisfied with primary limits or any combination of primary and umbrella/excess limits.
- Contractor's Pollution Liability** insurance with minimum limits of liability of \$1,000,000 \$ each claim.
- Insurance with minimum limits of \$1,000,000 \$



ONLY PARAGRAPH I. OF THE FOLLOWING CONDITIONS APPLIES TO WASHINGTON STATE TITLE 51 INDUSTRIAL INSURANCE (WORKERS COMPENSATION):

- C. CITY AS ADDITIONAL INSURED; PRODUCTS-COMPLETED OPERATIONS:** As respects CGL and Automobile Liability insurance, and Contractor's Pollution Liability insurance if required, the City of Seattle shall be included as an additional insured subject to a standard "Separation of Insureds" clause. As respects CGL and (if required) Contractor's Pollution Liability insurance, additional insured status for the City:
1. Must be established either by an appropriate additional insured endorsement issued and attached to the policy or by appropriate blanket additional insured policy wording, and
 2. Shall be primary and non-contributory with any insurance or self-insurance coverage maintained by the City.
- D. NO LIMITATION OF LIABILITY:** The limits of liability specified herein are minimum limits of liability only and, except for the policy limits, shall not be construed to limit the liability of the Contractor or any of the Contractor's insurers. The City shall be an additional insured as required in paragraph C. above as respects the total limits of liability maintained, whether such limits are primary, excess, contingent or otherwise.
- E. SUBSTITUTION OF SUBCONTRACTOR'S INSURANCE:** If portions of the scope of work are subcontracted, the subContractor or subcontractor may provide the evidence of insurance for the subcontracted body of work provided all the requirements specified herein are satisfied.
- F. NOTICE OF CANCELLATION:** Coverages shall not be canceled without at least thirty (30) days written notice to the City, except ten (10) days notice for non-payment of premium.
- G. CLAIMS MADE FORM:** If any insurance policy is issued on a "claims made" basis, the retroactive date shall be prior to or coincident with the effective date of this Agreement. The Contractor shall either maintain "claims made" forms coverage for a minimum of three years following the expiration or earlier termination of this Agreement, providing the City with a Renewal Certificate of Insurance annually; purchase an extended reporting period ("tail") for the same period; or execute another form of guarantee acceptable to the City to assure the Contractor's financial responsibility for liability for services performed.
- H. INSURER'S A.M. BEST'S RATING:** Each insurance policy shall be issued by an insurer rated A-: VII or higher in the A.M. Best's Key Rating Guide, unless a surplus lines placement by an licensed Washington State surplus lines broker, or as may otherwise be approved by the City.
- I. SELF-INSURANCE:** The City acknowledges that the Contractor may employ self-insured and/or alternative risk financing and/or capital market risk financing programs for some or all of its coverages. The term "insurance" wherever used herein shall include any such self-insured and/or alternative risk financing and/or capital market risk financing programs. The Contractor shall be liable for any self-insured retention or deductible portion of any claim for which insurance is required.
- J. EVIDENCE OF INSURANCE (NOT APPLICABLE TO WASHINGTON STATE WORKERS COMPENSATION):** The Contractor or its authorized representative shall deliver in the manner described an **Acord Certificate and Additional Insured Endorsement or Blanket Policy Wording** that complies with coverages, limits and conditions as required herein. (NOTE: A Copy of the actual additional insured endorsement or blanket additional insured policy wording to the CGL policy **MUST BE ATTACHED TO THE CERTIFICATE** to verify additional insured status.)

**CGL INSURANCE WILL NOT BE APPROVED WITHOUT
ADDITIONAL INSURED ENDORSEMENT
OR
BLANKET ADDITIONAL INSURED WORDING
ATTACHED TO THE CERTIFICATE!**



FISCAL NOTE FOR NON-CAPITAL PROJECTS

Department:	Contact Person/Phone:	CBO Analyst/Phone:
Department of Information Technology	D'Anne Mount/3-8736	Jennifer Devore/5-1328

Legislation Title:

AN ORDINANCE relating to cable television; designating Seattle Community College District VI as the Designated Access Manager for public access television; authorizing the Chief Technology Officer to enter into a contract with Seattle Community College District VI for the provision, management and operation of public access television services; authorizing the Chief Technology Officer to remove Seattle Community College District VI as Designated Access Manager and to terminate or amend the terms of the contract; increasing appropriations in connection thereto; authorizing the Chief Technology Officer to terminate the designation of Seattle Community Access Network as the Designated Access Manager; and ratifying and confirming certain prior acts; all by a three-fourths vote of the City Council.

Background:

This legislation designates a new provider for public access television and management of the City's Public Access television channel, which is provided through our cable franchises. We expect to provide a maximum of \$654,500 to the Designated Public Access Manager (Seattle Community College District VI) for 37 months from the Cable Fee Support to Information Technology Fund Budget.

Please check one of the following:

This legislation does not have any financial implications.
(Stop here and delete the remainder of this document prior to saving and printing.)

This legislation has financial implications. (Please complete all relevant sections that follow.)

Appropriations:

Funding for this effort is included in DoIT's 2011 Adopted (\$100,000) and 2012 Endorsed Budget (\$100,000) budget. An additional \$87,000 from the Cable Subfund (resulting from an increase in the franchise fee chargeable to cable television operators under Ordinance 123461) will be used to pay for public access television services.



Fund Name and Number	Department	Budget Control Level*	2011 Appropriation	2012 Anticipated Appropriation
Cable Television Franchise Subfund (00160)	Information Technology	Cable Fee Support to Information Technology Fund (D160B)	\$87,000	0
Information Technology Fund (50410)	Information Technology	Office of Electronic Communications (D4400)	\$87,000	0
TOTAL			\$174,000	

Appropriations Notes:

Funding for the public access television channel manager comes from Cable Franchise Fee revenues in the Cable Television Franchise Subfund (00160). All expenses related to the public access television channel manager are paid out of the Information Technology Fund (50410). The Cable Television Franchise Subfund requires an appropriation to put \$87,000 into the Information Technology Fund, and the Information Technology Fund requires an appropriation to pay the public access television channel manager.

Anticipated Revenue/Reimbursement: Resulting from this Legislation:

Fund Name and Number	Department	Revenue Source	2011 Revenue	2012 Revenue
Information Technology Fund (50410)	Information Technology	Cable Fund	\$87,000	0
TOTAL			\$87,000	

Revenue/Reimbursement Notes:

Total Regular Positions Created, Modified, or Abrogated through this Legislation, Including FTE Impact: N/A

This table should only reflect the actual number of positions affected by this legislation. In the event that positions have been, or will be, created as a result of other legislation, please provide details in the Notes section below the table.

Position Title and Department	Position # for Existing Positions	Fund Name & #	PT/FT	2011 Positions	2011 FTE	2012 Positions*	2012 FTE*
TOTAL							



* 2012 positions and FTE are total 2012 position changes resulting from this legislation, not incremental changes. Therefore, under 2012, please be sure to include any continuing positions from 2011.

Position Notes:

Do positions sunset in the future? N/A

Spending/Cash Flow: N/A

This table should be completed only in those cases where part or all of the funds authorized by this legislation will be spent in a different year than when they were appropriated (e.g., as in the case of certain grants and capital projects). Details surrounding spending that will occur in future years should be provided in the Notes section below the table.

Fund Name & #	Department	Budget Control Level*	2011 Expenditures	2012 Anticipated Expenditures
TOTAL				

* See budget book to obtain the appropriate Budget Control Level for your department.

Spending/Cash Flow Notes:

What is the financial cost of not implementing the legislation?

If the City does not implement the legislation and does not go forward with awarding a contract, the Public Access Channel will go dark starting July 1, 2011, or the City will need to extend the existing temporary agreement with SCAN.

Does this legislation affect any departments besides the originating department? No

What are the possible alternatives to the legislation that could achieve the same or similar objectives? None

Is the legislation subject to public hearing requirements?

No. There was considerable public outreach while we were developing the RFP, including a public workshop, online survey and questionnaire, blogging and the RFP process itself.

Other Issues:

This legislation allows the City to continue Public Access television.

List attachments to the fiscal note below: None





City of Seattle
Office of the Mayor

June 7, 2011

Honorable Richard Conlin
President
Seattle City Council
City Hall, 2nd Floor

Dear Council President Conlin:

I am pleased to transmit the attached proposed Council Bill that designates Seattle Community College District VI (SCC) as the new Designated Access Manager for public access television and authorizes the Chief Technology Officer to enter into a contract with SCC for the provision, management and operation of public access television services. It also authorizes an appropriations increase in the cable franchise fee to be used to pay for services to be provided by the public access television operator.

The City's cable franchise agreements with Comcast and Broadstripe provide for public access channels and allow the City to name an outside entity to act as the Designated Access Manager to operate the public access channels and to manage public access facilities and resources provided by the cable companies. SCC was selected through a competitive process and has agreed to provide public access services, training, outreach and programs on the public access channels on a city-wide basis.

The City has selected a qualified public access television provider who can provide a new model for delivering public access services that reflects a reduced level of public funding and supplements traditional television cablecasting by incorporating new media technologies. Thank you for your consideration of this legislation. Should you have questions, please contact Bill Schrier, Chief Technology Officer at bill.schrier@seattle.gov or 3-0633.

Sincerely,

Michael McGinn
Mayor of Seattle

cc: Honorable Members of the Seattle City Council



ORDINANCE

AN ORDINANCE relating to cable television; designating Seattle Community College District VI as the Designated Access Manager for public access television; authorizing the Chief Technology Officer to enter into a contract with Seattle Community College District VI for the provision, management and operation of public access television services; authorizing the Chief Technology Officer to remove Seattle Community College District VI as Designated Access Manager and to terminate or amend the terms of the contract; increasing appropriations in connection thereto; authorizing the Chief Technology Officer to terminate the designation of Seattle Community Access Network as the Designated Access Manager; and ratifying and confirming certain prior acts; all by a three-fourths vote of the City Council.

WHEREAS, Comcast of Washington I, Inc. and Comcast of Washington IV, Inc. (collectively "Comcast") is authorized to provide cable services in the City of Seattle ("City") in accordance with a Cable Franchise Agreement ("Franchise") approved under Ordinance 122089 and Millennium Digital Media Systems, L.L.C., d/b/a Broadstripe Cable, is authorized to provide cable services in the City in accordance with a Franchise approved under Ordinance 122514; and

WHEREAS, the Franchises between the City and the cable operators provide for public access channels and allow the City to name an outside entity to act as the designated access manager ("Designated Access Manager") to operate the public access channels and to manage the use of any or all public access facilities and resources provided by the cable companies; and

WHEREAS, Ordinance 120214 designated the Seattle Community Access Network ("SCAN") as the Designated Access Manager and SCAN provided public access services until its contract ended on December 31, 2010, and was subsequently awarded a contract to provide interim public access services until June 30, 2011; and

WHEREAS, the 2011 Adopted Budget authorizes implementation of a new model for providing the public access television services and issuance of a request for proposals to develop a new operational model; and

WHEREAS, Seattle Community College District VI was selected through a competitive process and is willing to act as the Designated Access Manager and provide public access services, training, outreach and programs on the public access channels on a city-wide basis, in accordance with the RFP; and

THIS VERSION IS NOT ADOPTED



1 WHEREAS, Ordinance 123461 increased the franchise fee chargeable to cable television
2 operators by 0.2 percent, from 4.2 percent to 4.4 percent of gross revenues, thereby
3 increasing revenue to the Cable Subfund by approximately \$320,000 per year, of which
4 only \$138,000 was designated for specific use in the 2011 Adopted Budget; and

5 WHEREAS, the Department of Information Technology and the Citizens Telecommunications
6 and Technology Advisory Board ("CTTAB") have recommended that \$87,000 of this
7 increased revenue to the Cable Subfund be used to pay for services to be provided by the
8 public access television operator; NOW, THEREFORE,

9 **BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:**

10 Section 1. Seattle Community College District VI is hereby designated as the new
11 Designated Access Manager for public access television superseding and terminating the
12 previous designation of SCAN provided under Ordinance 120214.

13 Section 2. The Chief Technology Officer ("CTO") is authorized to enter into an
14 agreement with Seattle Community College District VI substantially in the form of Attachment 1
15 to this ordinance. Pursuant to the terms and conditions of that agreement Seattle Community
16 College District VI, hereinafter referred to as the "Designated Access Manager," shall manage
17 and operate the City's public access channels and the use of public access resources provided to
18 it by the City.

19 Section 3. In order to pay for necessary costs and expenses incurred or to be incurred,
20 but for which insufficient appropriations were made due to causes that could not reasonably have
21 been foreseen at the time the 2011 Budget was adopted, the appropriations for the following
22 items in the 2011 Budget are increased from the funds shown, as follows:
23
24
25
26
27
28

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Item	Fund	Department	Budget Control Level	Amount
3.1	Cable Television Franchise Subfund (00160)	Information Technology	Cable Fee Support to Information Technology Fund (D160B)	\$87,000
3.2	Information Technology Fund (50410)	Information Technology	Office of Electronic Communications (D4400)	\$87,000
Total				\$174,000

Section 4. Any act consistent with the authority of this ordinance taken prior to its effective date is hereby ratified and confirmed.

Section 5. This ordinance shall take effect and be in force 30 days from and after its approval by the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it shall take effect as provided by Seattle Municipal Code Section 1.04.020.

THIS VERSION IS NOT ADOPTED



1 Passed by a 3/4 vote of all the members of the City Council the ____ day of
2 _____, 2011, and signed by me in open session in authentication of its
3 passage this ____ day of _____, 2011.

4
5 _____
6 President _____ of the City Council

7
8 Approved by me this ____ day of _____, 2011.

9
10 _____
11 Michael McGinn, Mayor

12
13 Filed by me this ____ day of _____, 2011.

14
15 _____
16 Monica Martinez Simmons, City Clerk

17 (Seal)

18
19
20
21
22 Attachment 1: Agreement for Public Access Cable Television Channel Manager

THIS VERSION IS NOT ADOPTED



The City of Seattle
Department of Information Technology

And

Seattle Community College District VI

AGREEMENT FOR

Public Access Cable Television Channel Manager

DPO DIT 110031

THIS AGREEMENT is made effective June 1, 2011 (the "Effective Date"), and entered into by and between The City of Seattle ("City"), a first class city of the State of Washington, through its Department of Information Technology, and Seattle Community College District VI ("Public Access Manager"), an agency of the State of Washington and authorized to do business in the State of Washington.

WHEREAS, The City of Seattle has entered into or will enter into franchise agreements with Cable Operators, including Comcast of Washington I, Inc. and Comcast of Washington IV, Inc. (collectively "Comcast"), and Millennium Digital Media Systems, L.L.C., d/b/a Broadstripe Cable ("Broadstripe"), that require such Cable Operators to provide certain channels and resources dedicated for use by the public;

WHEREAS, the franchise agreements between The City of Seattle and its Cable Operators provide for public access channels and allow the City to appoint an outside entity to act as the Designated Public Access Manager and to manage and operate the Public Access Channel;

WHEREAS, the City of Seattle, through the Department of Information Technology, initiated a Request for Proposal on March 21, 2011 to seek a Public Access Manager to operate and provide related community digital media production services;

WHEREAS, the Request for Proposals was consistent with the guidelines provided by the Seattle City Council through its Statement of Legislative Intent 37-1-A-1;

WHEREAS, as a result of the Request for Proposals process, the Seattle Community College District VI was selected as the Public Access Manager;

WHEREAS, under this Agreement, the Public Access Manager will utilize an online software platform designed specifically for public access stations to streamline functions, increase and simplify access for producers, increase access to produced programming, and encourage connection with others in the public access community locally and nationally through other online services including social media;

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WHEREAS, under this Agreement, the Public Access Manager will seek to ensure that all communities, including youth, people of color, immigrant, refugee, and disadvantaged, understand that public access is available for them to give voice to their issues and causes, and,

WHEREAS, funds for this purpose will be subject to annual appropriation by the Seattle City Council in the City's budget process,

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance of the scope of services contained herein The City of Seattle and the Public Access Manager mutually agree as follows:

1. **Entire Agreement:** This Agreement, including all exhibits, attachments, addenda, and subsequently issued amendments addenda, comprises the entire agreement between the City and the Public Access Manager. The Request for Proposal ("RFP"), its Addenda, and the Public Access Manager's Proposal are explicitly included as Attachments. Where there are conflicts between these documents, the controlling document will first be this Agreement as amended, then the Public Access Manager's proposal, and then the RFP and its Addenda.

2. **Designation as Public Access Manager:** The Seattle Community College District VI shall serve as the City's Public Access Manager and shall have sole responsibility for operating and managing the Public Access Channel and for providing and managing all Public Access services pursuant to the terms and conditions of this Agreement.

3. **City's Right to designate Public Access Manager:** The City reserves the right to remove Seattle Community College District VI as the Public Access Manager and appoint any other Person or entity to be the designated Public Access Manager upon the termination of this Agreement pursuant to the termination procedures set forth herein.

4. **Term:** The term of this Agreement shall commence as of the effective date and shall terminate on June 30, 2014 unless extended by mutual agreement of the parties or terminated earlier as provided herein.

5. **Scope of Services**

5.1 Management of Public Access Channels: The Public Access Manager shall manage access to and use of the public access channels, Comcast channel 77 and Broadstripe channel 23 (hereinafter collectively the "Public Access Channel"), facilities and equipment so that members of the public have an opportunity to create, produce and distribute programming on the Public Access Channel. Access to and management of these resources shall be consistent with the terms of this Agreement.

5.2 Transition Services: During the initial transition period from June 1 to June 30, 2011, the Public Access Manager will work cooperatively with the City and the Interim Public Access Cable Provider ("SCAN") to ensure that the Public Access Manager is prepared and equipped to

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commence cable-casting on July 1, 2011. Initial transition services will include but not be limited to:

- Work with the City and Comcast to originate a second channel from North Seattle Community College facilities for the cable-casting of public access programming beginning July 1, 2011.
- Meet with SCAN representatives and the City to ensure a smooth and orderly transition of Public Access management responsibility from SCAN to the Public Access Manager.
- On or approximately July 1, 2011 obtain the Tightrope Cablecast broadcast server from SCAN.
- Identify and maintain a secure location for storage of City-owned equipment (e.g. cameras, computers, etc).
- Implement Open Media to allow for upload of content, check out equipment, schedule programming, coordinate crews and other activities.
- Contact current producers and obtain permission to continue cable-casting their programs. Ensure proper controls are in place so that no copyrighted material is cable-cast.
- Develop preliminary schedule for public access programming.

5.3 Transition Services between July 1 and September 30, 2011: The Public Access Manager shall:

- Determine what City-owned equipment it needs and take possession of any City-owned equipment. Maintain a complete record of City-owned equipment.
- Initiate training for Producers in the use of the new Open Media platform.
- Provide a management plan for the City's review to ensure efficient and sustainable operations, including but not limited to: program scheduling; automated playback and encoding; channel operations and administrative policies and procedures.
- Develop and conduct revenue-generating activities. Provide a 3-year revenue generation plan for the City's review.
- Provide policies to the City for channel administration, oversight and governance, including:
 - Channel policies, including policies for acceptable use of facilities and channel
 - Handling obscene and illegal content
 - Enforcement and remedies for violations of policies
 - Appeal of enforcement decisions
 - Complaint procedures

The Public Access Manager shall use SCAN current policies as a model for policies until such time as it formulates and adopts its own or by September 30, 2011 whichever is sooner.

5.4 Cable-Casting: On July 1, 2011 at 12:01 a.m., the Public Access Manager will commence cable-casting non-commercial programming over the Public Access Channel. Cable-casting will be twenty-four (24) hours per day.

5.5 Outreach: The Public Access Manager will promote the use and benefit of the Public Access Channel. Outreach efforts should target participation in the production of programming from:

A. individuals and groups who are currently using, or have recently used, SCAN facilities or equipment to produce public access television programs, and

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- B. youth, people of color, immigrant and refugee, and disadvantaged communities.
- 5.6 Training: The Public Access Manager will provide training in media production and in the use of its equipment and facilities. Training shall also cover use of new media and social networking techniques. Training opportunities should target participation by:
- A. individuals and groups who are currently using, or have recently used, facilities or equipment of SCAN to produce public access television programs, and
- B. youth, people of color, immigrant and refugee, and disadvantaged communities.
- 5.7 Facility Space and Location: The Public Access Manager shall provide secure premises that enable the Public Access Manager to provide the services required under this Agreement and to house the equipment provided under this Agreement. The facilities shall be located within the City limits throughout the term of this Agreement.
- 5.8 Equipment: The Public Access Manager will have equipment necessary for and used in connection with the creation, production, storage, and archiving of video programming. The equipment will include cameras, lights, control boards, video recording decks, mixers, etc. The Public Access Manager will make equipment available for producers to use at the facility or to borrow/check out for use outside of the facility.
- 5.9 Website
- A. Basic information: The Public Access Manager will maintain a website containing information about the Public Access Channel, its policies and procedures, fees, and training schedules.
- B. Video Upload and Storage: The website will accept digital media and support simultaneous streaming of content and on-line archiving of current and recent programs.
- 5.10 Policies and Procedures: The Public Access Manager will develop and implement policies and procedures to ensure that public access to facilities, equipment and training are available to all Seattle residents on a non-discriminatory basis. By September 30, 2011, the Public Access Manager shall adopt and make available to the public written policies and procedures including:
- a) handling obscene and illegal content;
- b) production standards for public access television and web programming, and,
- c) acceptable use of equipment, facilities and services.
- 5.11 Warranty By Producers: The Public Access Manager shall require all persons who produce and submit programming ("Producer") to execute an agreement holding the Public Access Manager and the City, its officers, departments, agents, boards and employees harmless for program content, and a written representation and warranty that the program they are submitting does not contain:
- A. Any material that promotes the sale of commercial products or services, or any material that in whole or in part depicts, demonstrates, or discusses products, services, or businesses with the intent or effect of benefiting or enhancing profit making enterprises.

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- B. Any advertisement or other information concerning any lottery, gift enterprise, or similar scheme offering prizes dependent in whole or in part upon lot or chance, or any list of the prizes drawn or awarded by means of any such lottery, gift enterprise, or scheme;
- C. Any violation of any City, state or federal law relating to obscenity or indecency;
- D. Any material that is libelous, slanderous or an unlawful invasion of privacy;
- E. Any use of material that violates copyright law;
- F. Any material that would otherwise violate any City, federal or state statute, law, or regulation
- G. Any direct or indirect solicitation of political support by or on behalf of any candidate for public office.

The Public Access Manager shall have the right to limit, terminate, or suspend the use of production facilities by any Person, who uses such production facilities to produce programming of a nature prohibited under this Section, or who fails to abide by reasonable rules of the Public Access Manager.

The Public Access Manager shall retain for the applicable statute of limitations copies of such Producers agreements and such other relevant records and shall make them available for the City's inspection, upon reasonable notice by the City.

- 5.12 Programming Obligations: The Public Access Manager may not prohibit access to the Public Access Channel by non-commercial programmers and non-revenue producing programming except to the extent authorized by 47 U.S.C. 532(h), as it may from time to time be amended, or to the extent otherwise provided by law, regulations or administrative rulings promulgated thereunder. The Public Access Manager shall schedule programming for the Public Access Channel and provide equal opportunity for use of the facilities and equipment, except residents of the City shall be given preference over non-residents. Notwithstanding the foregoing provision, nothing in this Agreement shall require the Public Access Manager to act, or to refrain from acting, in violation of any federal, state, or local law or regulation.
- 5.13 Non-Profit Organization Programming. Nothing in this Agreement shall prohibit the use of the Public Access Channel and equipment for the creation or production or distribution of noncommercial programming that may be used by nonprofit organizations to solicit contributions or subscriptions to support the goals and purposes of such nonprofit organization; provided, however, that any programming that is created or produced using the equipment shall first be cablecast on the Public Access Channel before it may be redistributed or used by such nonprofit organization for purposes of soliciting contributions or subscriptions.
- 5.14. User Fees. If user fees are charged, the Public Access Manager shall publish the schedule of user fees on its website. Such user fees schedules shall be submitted to the City for review. User fees shall be reasonable and if applied to Seattle residents, such fees shall not substantially impede such resident's ability to use the Public Access Channel. The Public Access Manager shall provide discounts or free use to individuals who qualify for reduced rates for City utilities. The City will provide income guidelines for determining eligibility. Any user fees shall be limited to fees for membership, the use of studio space, editing space and editing equipment, and for training. Nothing herein shall be construed to allow the Public Access Manager to charge for

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channel time on the Public Access Channel.

- 5.15. Underwriting and Sponsorship of Public Access Programming. The programming obligations in Section 5.12 shall not prevent limited use of the Public Access Channel by the Public Access Manager to solicit sponsorship of Public Access shall not prevent the Public Access Manager from producing or sponsoring Programming, and shall not prevent any person, including the Public Access Manager, the City or Cable Operators, from underwriting Programming.
- 5.16. Obscenity. Pursuant to 47 U.S.C. § 532(h), the Public Access Manager shall not transmit, or permit to be transmitted, over the Public Access Channel any programming that is obscene in the sense that the programming is not protected speech under the Constitution of the United States. The Public Access Manager shall adopt a written policy and rules prohibiting obscene programming. The Public Access Manager acknowledges that the City's Cable Operators are subject to this prohibition and that transmission of such Programming over any Channel is a breach of Cable Operator's Franchise Agreement(s) with the City.
- 5.17. No City Control over Decisions Concerning Programming Content. The City shall have no right under this Agreement to exercise control over the decisions of the Access Manager regarding any programming content, except as otherwise provided in this Agreement or by law.
- 5.18. Programming Content Decisions and Review. The Public Access Manager shall adopt a formal process to respond to complaints regarding content decisions made by the Public Access Manager, including but not limited to decisions concerning obscenity, commercial/non-commercial programming and time-channeling of programming, pursuant to Sections 5.10 and 5.11.
6. **Performance Standards:** Under Normal Operating Conditions, the Public Access Manager shall meet the performance standards of this Section. Normal Operating Conditions means service conditions within the control of the Public Access Manager. Those conditions that are not within the control of the Public Access Manager include but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions.
- 6.1 Cable-cast twenty-four (24) hours a day;
- 6.2 Cable-cast a minimum of 420 hours of programming per month that are produced by local producers or submitted by local producers;
- 6.3 Make studio times available that are convenient and practical for users for a minimum of 32 hours per month;
- 6.4 Make editing suite times available that are convenient and practical for users for a minimum of 32 hours per month;
- 6.5 Provide a minimum of 24 hours of training per month;
- 6.6 Conduct a minimum of 4 outreach events (e.g., program, meeting, etc.) per month, and
- 6.7 Make check-out and return of equipment available at least 32 hours per month.

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7. **Additional Services:** During the term of the Agreement, the City may request the Public Access Manager to perform additional services related to Public Access and outside of the performance standards stated in Section 6. If the parties mutually agree to the additional deliverables, the additional deliverables and associated compensation shall be incorporated into this Agreement by amendment.

8. **Non-Monetary Resources to be Provided by the City**

8.1 The City shall coordinate provision of the Public Access Channel connectivity between Comcast and the Public Access Manager, including the return path to send television signal to Comcast's head-end for downstream distribution to cable subscribers.

8.2 Exhibit A lists all the equipment owned by the City. The Public Access Manager will determine the City-owned equipment it needs, will provide a list of such equipment to the City, and will take possession of such equipment by September 30, 2011. The equipment shall be lent by the City to the Public Access Manager during the term of this Agreement. The Public Access Manager shall provide regular maintenance and repair of the equipment. The Public Access Manager shall return any or all lent equipment to the City a) at the end of the equipment's useful life, b) at any time upon demand by the City or c) upon the termination of this Agreement for whatever reason.

9. **Compensation, Invoicing and Payment**

9.1 Total Compensation: Total compensation under this agreement shall not exceed \$654,500 pursuant to the following increments:

For the period June 1, 2011 through December 31, 2011	\$187,000.00
For the period January 1, 2012 through December 31, 2012	\$187,000.00
For the period January 1, 2013 through December 31, 2013	\$187,000.00
For the period January 1, 2014 through June 30, 2014	\$93,500.00

The compensation is payable as follows:

A. Compensation for Transition Services: The City will compensate the Public Access Manager for transition services performed during the period from June 1 through September 30, 2011:

June 1 to June 30, 2011	\$50,000.00
July 1 to July 31, 2011	\$20,000.00
August 1 to August 31, 2011	\$11,750.00
September 1 to September 30, 2011	\$11,750.00

B. Monthly Compensation: The City will compensate the Public Access Manager in the amount of \$15,583.33 per month for cable-casting services during the period from July 1, 2011 through June 30, 2014. The City shall compensate the Public Access Manager for cable-casting only when the Public Access Manager satisfactorily meets the performance standards in Section 6.

9.2 Invoicing: The Public Access Manager shall submit an invoice for cable-casting and related services after the end of each month of service. A performance report shall accompany the invoice. The performance report shall describe the Public Access Manager's activities for the

THIS VERSION IS NOT ADOPTED



month and the achievement of the performance standards contained in Section 6. The Public Access Manager may note efforts toward securing non-city funds for the supporting of its public access efforts and any results thereof.

Other Reporting: The City from time to time may request additional information from the Public Access Manager if it deems such information useful in determining the progress of the Public Access Manager in relation to Public Access services. Examples of such additional information include but are not limited to: annual equipment inventory and maintenance records; any surveys conducted about the use of the equipment and facilities; number of visitors to website etc. The Public Access Manager shall make good faith efforts to assist the City in obtaining such information.

The Public Access Manager shall submit invoices and performance reports to:

Department of Information Technology
Accounts Payable Unit
PO Box 94709
Seattle, WA 98124-4709
Nitaya Kambhiranond
206-684-0482
nitaya.kambhiranond@seattle.gov

9.3 Payment: The City will remit payment within 30 days of receipt of a properly executed invoice and performance report. In the event the City determines that the Public Access Manager is not in compliance with an obligation of this Agreement, the City may exercise among other remedies, the right to withhold funds payable for those services not performed or not properly performed. The City may also exercise its right to terminate the Agreement pursuant to the Termination Section of this Agreement and appoint another entity to serve as the Public Access Manager. In addition, the City may exercise any other remedies available to it under law or in equity.

10. **Distribution Rights**

10.1. First Distribution. The Public Access Manager shall require that all programs produced with funds paid or equipment lent under this Agreement shall be distributed first on the Public Access Channel whose use is authorized by this Agreement. Subsequent distribution must be consistent with any pertinent guidelines established in the Public Access Manager's operating policies and procedures.

10.2 Disclaimers. No less than four times each day approximately six hours apart, the Public Access Manager shall display a message stating that the opinions expressed in Public Access programs are the sole responsibility of the program producers and not those of the Public Access Manager, the City of Seattle or the Cable Operator.

11. **Representations:** The Public Access Manager represents and warrants that it has the requisite training, skill and experience necessary to provide Services and is appropriately accredited and licensed by all applicable agencies and governmental entities and shall remain so throughout the term of this Agreement.

12. **Independent Contractor:** It is the intention and understanding of the parties that the Public

THIS VERSION IS NOT ADOPTED



Access Manager is an independent contractor. This Agreement is not intended for the Public Access Manager to act in any way, in the capacity of a City employee. The parties agree that the City has neither direct nor immediate control over the Public Access Manager or the right to control the manner or means by which the Public Access Manager performs the Services. The Public Access Manager agrees that neither the Public Access Manager nor any of its employees shall be deemed to be an employee of the City for any purpose. This Agreement does not authorize the Public Access Manager to act as the agent or legal representative of the City for any purpose whatsoever. The Public Access Manager is not granted any express or implied right or authority to assume or create any obligation or responsibility on behalf of or in the name of the City or to bind the City in any manner or thing whatsoever. The City shall be neither liable for nor obligated to pay sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax that may arise as an incident of employment. The Public Access Manager shall pay all income and other taxes as due. Industrial or other insurance that is purchased for the benefit of the Public Access Manager shall not be deemed to convert this Agreement to an employment contract. It is recognized that the Public Access Manager is permitted to perform work during the term of this Agreement for other parties and that the City is not the exclusive user of the services that the Public Access Manager provides.

13. **No Partnership or Joint Venture:** The City shall in no event be construed to be a partner, associate or joint venture of the Public Access Manager or its subcontractors, officers or employees as a consequence of this Agreement.

14. **Not an Agency:** The Public Access Manager is not, nor shall it be deemed to be, or hold itself out to be, a department or operating agency of the City.

15. **No Responsibility for Obligations of Public Access Manager:** The City shall not be liable for any obligation incurred by the Public Access Manager. The Public Access Manager shall not represent to any Person that the City is liable for The Public Access Manager's obligations.

16. **No Third Party Rights:** Nothing in this agreement shall be construed to permit anyone other than the parties hereto and their successors and assigns to rely upon the covenants and agreements herein nor to give any such third party a cause of action whether as a third party beneficiary or otherwise on account of any non-performance hereunder.

17. **Non-Discrimination in Employee Benefits**

17.1 Compliance with SMC Ch. 20.45: The Public Access Manager shall comply with the requirements of SMC Ch.20.45 and Equal Benefits Program Rules implementing such requirements, under which the Public Access Manager is obligated to provide the same or equivalent benefits ("equal benefits") to its employees with domestic partners as the Public Access Manager provides to its employees with spouses. At the City's request, the Public Access Manager shall provide complete information and verification of the Public Access Manager's compliance with SMC Ch. 20.45. Failure to cooperate with such a request shall constitute a material breach of this Agreement.

17.2 Remedies for Violations of SMC Ch. 20.45: Any violation of this Section shall be a material breach of Contract for which the City may:

THIS VERSION IS NOT ADOPTED



- A. Require the Public Access Manager to pay appropriate sanctions for each day that the Public Access Manager is in violation of SMC Ch. 20.45 during the term of the Agreement; or
- B. Terminate the Agreement; or
- C. Disqualify the Public Access Manager from bidding on or being awarded a City contract for a period of up to five (5) years; or
- D. Impose such other remedies as specifically provided for in SMC Ch. 20.45 and the Equal Benefits Program Rules promulgated thereunder, or as provided in this Agreement.

18. Women and Minority Business Inclusion, Equal Employment Opportunity

- 18.1 The Public Access Manager shall not discriminate against any employee or applicant for employment because of race, color, age, sex, marital status, sexual orientation, gender identity, political ideology, creed, religion, ancestry, national origin, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. The public Access Manager shall make affirmative efforts to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, age, sex, marital status, sexual orientation, gender identity, political ideology, creed, religion ancestry, national origin, or the presence of any sensory, mental or physical handicap. Such efforts shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation and selection for training.
- 18.2 The Public Access Manager shall promote and seek inclusion of women and minority businesses on subcontracting opportunities within the Agreement scope of work. The Public Access Manager agrees to make such efforts a condition of the Agreement. A women or minority business is one that self-identifies to be at least 51% owned. Such firms may also be, but do not have to be, certified by the State of Washington.
- 18.3 Inclusion efforts may include the use of solicitation lists, advertisements in publications directed to minority communities, breaking down total requirements into smaller tasks or quantities where economically feasible, making other useful schedule or requirements modifications that are likely to assist small or WMBE businesses to compete, targeted recruitment efforts, and using the services of available minority community and public organizations to perform outreach, and selection strategies that result in great subcontractor diversity.
- 18.4 Record-Keeping: The Public Access Manager shall maintain, for at least 24 months after the expiration or earlier termination of this Agreement, relevant records and information necessary to document Public Access Manager affirmative efforts to solicit to women and minority business participation, including solicitations to subcontractors and suppliers, all subcontractors and supplier proposals received, and all subcontractors and suppliers actually utilized under this Agreement. The City shall have the right to monitor the affirmative efforts of the Public Access Manager and to inspect and copy such records of the Public Access Manager as are necessary to ensure compliance with the requirements of this Section.

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18.5 **Sanctions for Violation:** Any violation of this Section, or a violation of SMC Ch. 14.04 (Fair Employment), SMC Ch. 14.10 (Fair Contracting), SMC Ch. 20.42 (Equality in Contracting), SMC Ch. 20.45 (Nondiscrimination in Benefits), or other local, state or federal non-discrimination laws shall be a material breach of contract for which the Public Access Manager may be subject to damages and sanctions provided for by the Agreement and by applicable law. Contractors found to be in violation of the requirements may be subject to debarment from City contracting activities in accordance with SMC Ch. 20.70.

19. **Assignment and Subcontracting:** The Public Access Manager shall not assign or subcontract any of its obligations under this Agreement without City's written consent, which may be granted or withheld in City's sole discretion. Any subcontract made by the Public Access Manager shall incorporate by reference all the terms of this Agreement. The Public Access Manager shall ensure that all subcontractors comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract shall not release the Public Access Manager from liability under this Agreement, or from any obligation to be performed under this Agreement, whether occurring before or after such consent, assignment, or subcontract.

20. **Involvement of Former City Employees:** Throughout the term of the Agreement, the Public Access Manager shall provide prompt written notice to the City of any current or former City employee, officer, or volunteer who is working on or assisting the Public Access Manager with solicitation or performance of City business. In addition to the foregoing notice, except as provided by law, the Public Access Manager shall not permit any former City officer or employee, for a period of two years after leaving City office or employment, to assist the Public Access Manager on a matter in which the former City officer or employee participated while with the City. The Public Access Manager shall comply with all applicable requirements of the City's Code of Ethics, Chapter 4.16, Seattle Municipal Code, and shall advise its officers, employees, and subcontractors, as necessary.

21. **No Conflict of Interest:** The Public Access Manager confirms that it does not have a business interest or close family or domestic partner relationship with any City officer or employee who was, is, or will be involved in the Public Access Manager's selection, negotiation, drafting, signing, administration, or evaluating the Public Access Manager's performance.

22. **Proprietary and Confidential Information**

22.1 The Public Access Manager understands that any records (including but not limited to bid or proposal submittals, the Agreement, and any other Agreement materials) it submits to the City, or that are used by the City even if the Public Access Manager possesses the records, are public records under Washington State law, RCW Chapter 42.56. Public records must be promptly disclosed upon request unless a statute exempts them from disclosure. The Public Access Manager also understands that even if part of a record is exempt from disclosure, the rest of that record generally must be disclosed.

22.2 If the City receives a public disclosure request made pursuant to RCW 42.56, the City will not assert an exemption from disclosure on behalf of the Public Access Manager. The City may notify the Public Access Manager of the request and postpone disclosure for ten business days to allow the Public Access Manager to file a lawsuit seeking an injunction preventing the release of

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documents pursuant to RCW 42.56.540. Any notification is provided as a courtesy and is not an obligation on behalf of the City. Unless the Public Access Manager obtains and serves an injunction upon the City before the close of business on the tenth business day after the date of the notification, the City may release the documents. It is the Public Access Manager's discretionary decision whether to file the lawsuit.

22.3 If the Public Access Manager does not obtain and serve an injunction upon the City within 10 business days of the date of the City's notification of the request, the Public Access Manager is deemed to have authorized releasing the record.

22.4 Notwithstanding the above, the Public Access Manager must not take any action that would affect (a) the City's ability to use goods and services provided under this Agreement or (b) the Public Access Manager's obligations under this Agreement.

22.5 The Public Access Manager will fully cooperate with the City in identifying and assembling records in case of any public disclosure request.

23. **Indemnification:** To the extent permitted by law, the Public Access Manager shall protect, defend, indemnify and hold the City, its officers, departments, agents, boards and employees, harmless from and against all losses, claims, demands, damages, costs, actions and causes of actions, liabilities, fines, penalties, judgments, expenses and attorney fees, resulting from the injury or death of any person or the damage to or destruction of property, or suits brought against the City for content decisions by the Public Access Manager, or the infringement of any patent, copyright, trademark or trade secret, arising out of the work and Services performed or goods provided under this Agreement, or the Public Access Manager's violation of any law, ordinance or regulation, Agreement provision or term, or condition of regulatory authorization or permit, except for damages resulting from the sole negligence of the City. As to the City of Seattle, the Public Access Manager waives any immunity it may have under RCW Title 51 or any other Worker's Compensation statute. The parties acknowledge that this waiver has been negotiated by them, and that the Agreement price reflects this negotiation.

24. **Notification of Action Brought:** In the event that any claim, demand, suit or legal action is made or brought by any Person(s), firm, corporation, or other entity against the Public Access Manager relating to or arising out of this Agreement, the Public Access Manager shall give written notice thereof to the City within five (5) working days after being notified of such claim, demand, suit or other action.

25. **Insurance:** Seattle Community College District VI warrants that it is self-insured against liability claims in accordance with the risk management and tort claims statutes, including RCW 4.92 and RCW 43.41.280 et seq. The tort claims procedure, RCW 4.92.100 et seq., provides the fundamental remedy for all tort liability claims against the Seattle Community College District VI and its officers, employees, and agents acting as such and all such claims must be filed and processed as provided therein. The Public Access Manager will provide a certificate of self-insurance from the Washington State Office of Financial Management upon request.

26. **Inspection of Records:** The City, and its designated agent, shall have access at all reasonable time, including the Public Access Manager's normal business hours, to all books and records of the Public Access Manager.

27. **Audit:** Upon request, the Public Access Manager shall permit City, and any other governmental agency involved in the funding of the Services ("Agency"), to inspect and audit all pertinent books and records of Public Access Manager, any subcontractor, or any other person or entity that performed work in connection with or related to the Work, at any and all times deemed necessary by City or Agency, including up to six years after the final payment or release of withheld amounts has been made under this Agreement. Such inspection and audit shall occur in King County, Washington or other such reasonable location as City or Agency selects. The Public Access Manager shall supply City with, or shall permit City to make, a copy of any books and records and any portion thereof. The Public Access Manager shall ensure that such inspection, audit and copying right of City and Agency is a condition of any subcontract, agreement or other arrangement under which any other person or entity is permitted to perform work under this Agreement.

28. **Compliance with Law, Rules, Regulations and Franchise Agreements.**

28.1 General Requirement: The Public Access Manager, at its sole cost and expense, shall perform and comply with all applicable laws of the United States and the State of Washington; the Charter, Municipal Code, and ordinances of The City of Seattle; and rules, regulations, orders, and directives of their respective administrative agencies and officers.

28.2 Licenses and Similar Authorizations: The Public Access Manager, at no expense to the City, shall secure and maintain in full force and effect during the term of this Agreement all required licenses, permits, and similar legal authorizations, and comply with all related requirements.

28.3 Taxes: The Public Access Manager shall pay, before delinquency, all taxes, import duties, levies, and assessments arising from its activities and undertakings under this Agreement; taxes levied on its property, equipment and improvements; and taxes on the Public Access Manager's interest in this Agreement.

28.4 Franchise Agreements: The Public Access Manager shall conduct all operations in a manner that is consistent with the requirements, conditions, obligations and principles set forth in the existing Franchise Agreements between the City and Cable Operators and any future Franchise Agreements that the City may grant to Cable Operators. Such Franchise Agreements are incorporated by reference into this Agreement.

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29. **Americans with Disabilities Act:** The Public Access Manager shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (ADA) in performing its obligations under this Agreement. In particular, if the Public Access Manager is providing services, programs or activities to City employees or members of the public as part of this agreement, the Public Access Manager shall not deny participation or the benefits of such services, programs, or activities, to people with disabilities on the basis of such disability. Failure to comply with the provisions of the ADA shall be a material breach of, and be grounds for the immediate termination of this Agreement.

30. **No Gifts or Gratuities:** The Public Access Manager shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work or meals) to any City employee, volunteer or official, that is intended, or may appear to a reasonable person to be intended, to obtain or give special consideration to the Public Access Manager. Promotional items worth less than \$25 may be distributed by the Public Access Manager to City employees if the Public Access Manager uses the items as routine and standard promotions for business. Any violation of this provision may result in termination of this Agreement. Nothing in this Agreement prohibits donations to campaigns for election to City office, so long as the donation is disclosed as required by the election campaign disclosure laws of the City and of the State.

31. **Amendments:** No modification or amendment of the provisions hereof shall be effective unless in writing and signed by the Chief Technology Officer and the authorized representative of the Public Access Manager. The parties hereto expressly reserve the right to modify this Agreement, from time to time, by mutual agreement.

32. **Binding Effect:** The Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors, and assigns.

33. **Waiver:** No waiver of full performance by either party shall be construed or operate as a waiver of any subsequent default or breach of any of the terms, covenants or conditions of this Agreement. The payment of compensation to the Public Access Manager shall not be deemed a waiver of any right or the acceptance of defective performance.

34. **Applicable Law:** This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. The venue for any action relating to this Agreement shall be in the Superior Court for King County, State of Washington.

35. **Remedies Cumulative:** Remedies under this Agreement are cumulative; the failure to exercise on any occasion any right shall not operate to forfeit such right on another occasion. The use of one remedy shall not be taken to exclude or waive the right to use another.

36. **Captions:** The titles of sections, or subsections, are for convenience only and do not define or limit the contents.

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37. **Severability:** Any invalidity, in whole or in part, of any provision of this Agreement shall not affect the validity of any other of its provisions.

38. **No Personal Liability:** No officer, agent, or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied nor for any statement or representation made herein or in any connection with the Agreement.

39. **Disputes:** The City and the Public Access Manager shall maintain business continuity to the extent practical while pursuing disputes. Any dispute or misunderstanding that may arise under this Agreement concerning the Public Access Manager's performance shall first be resolved, if mutually agreed to be appropriate, through negotiations between the Public Access Manager's Operations Manager and the City's Office of Cable Communications' Director, or if mutually agreed, referred to the Chief Technology Officer and the Public Access Manager's senior executive(s). Either party may decline or discontinue such discussions and may then pursue other means to resolve such disputes, or may by mutual agreement pursue other dispute alternatives such as alternate dispute resolution processes. Nothing in this dispute process shall in any way mitigate the rights, if any, of either party to terminate the Agreement in accordance with the termination provisions herein.

40. **Termination:**

40.1 Termination for Convenience. Either party may terminate this Agreement any time by written notice to the other party of such termination and specifying the effective date thereof, at least one-hundred twenty (120) days before the effective date of such termination.

40.2 Termination by City. This Agreement may be terminated by the City upon thirty (30) days written notice to the Public Access Manager, unless otherwise provided by this Agreement, if the Public Access Manager is in material breach of any of the terms of this Agreement, as determined in City's sole discretion, and such breach has not been corrected to the City's reasonable satisfaction in a timely manner.

40.3. Termination of Agreement by the Public Access Manager. This Agreement may be terminated by the Access Manager upon ninety (90) days written notice to the City if the City fails to materially perform in accordance with the terms of this Agreement through no fault of the Public Access Manager.

40.4 Non-Appropriation of Funds: The City may terminate this Agreement at any time without notice due to non-appropriation of funds, whether such funds are local, state or federal, and no such notice shall be required notwithstanding any notice requirement that may be agreed upon for other causes of termination.

40.5 Acts of Insolvency: This Agreement may be terminated by the City at any time upon written notice to the Public Access Manager if the Public Access Manager becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under any bankruptcy or insolvency law whether domestic or foreign, or is wound up or liquidated, voluntarily or otherwise.

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40.6 **Actions upon Termination:** In the event termination is not the fault of the Public Access Manager, the Public Access Manager shall be paid for the services properly performed prior to termination. The Public Access Manager agrees that this payment shall fully and adequately compensate the Public Access Manager and its subcontractors for all profits, costs, expenses, losses, liabilities, damages, taxes, and charges of any kind whatsoever (whether foreseen or unforeseen) attributable to the termination of this Agreement. Upon termination for any reason, the Public Access Manager shall provide the City with the most current design documents, contract documents, writing and other product it has completed to the date of the termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred.

41. **City Debarment:** In accordance with SMC Ch. 20.70, the Director of Finance and Administrative Services or designee may debar a Public Access Manager from entering into a Agreement with the City or from acting as a subcontractor on any Agreement with the City for up to five years after determining that any of the following reasons exist:

- a) Public Access Manager has received overall performance evaluations of deficient, inadequate, or substandard performance on three or more City Agreements.
- b) Public Access Manager failed to comply with City ordinances or Agreement terms, including but not limited to, ordinance or Agreement terms relating to small business utilization, discrimination, prevailing wage requirements, equal benefits, or apprentice utilization.
- c) Public Access Manager abandoned, surrendered, or failed to complete or to perform work on or in connection with a City Agreement.
- d) Public Access Manager failed to comply with Agreement provisions, including but not limited to quality of workmanship, timeliness of performance, and safety standards.
- e) Public Access Manager submitted false or intentionally misleading documents, reports, invoices, or other statements to the City in connection with an Agreement.
- f) Public Access Manager colluded with another entity to restrain competition.
- g) Public Access Manager committed fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing an Agreement for the City or any other government entity.
- h) Public Access Manager failed to cooperate in a City debarment investigation.
- i) Public Access Manager failed to comply with SMC Ch. 14.04, SMC Ch. 14.10, SMC Ch. 20.42, or SMC Ch. 20.45, or other local, State, or federal non-discrimination laws.

The Director may issue an Order of Debarment after adhering to the procedures specified in SMC 20.70.050. The rights and remedies of the City under these provisions are in addition to any other rights and remedies provided by law or under the Agreement.

42. **Negotiated Agreement:** The parties acknowledge that this is a negotiated agreement, that they have had the opportunity to have this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship thereof.

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43. **Representatives:** The contacts for communications between the parties, other than official notices, are:

City: Tony Perez, Director, Office of Cable Communications
Department of Information Technology
PO Box 94709
Seattle, WA 98124-4709
206-386-0070
Tony.perez@seattle.gov

Public Access Manager: John Sharify, General Manager
Seattle Community Colleges Television
9600 College Way North
Seattle, WA 98103
206-934-3919
John.sharify@seattlecolleges.edu

44. **Addresses for Notices:** All notices provided under this Agreement shall be sufficient if made in writing and deposited in the United States mail, postage prepaid, certified mail, return receipt requested, and address as follows:

If to City: Office of Cable Communications
Department of Information Technology
PO Box 94709
Seattle, WA 98124-4709

If to the Public
Access Manager: John Sharify, General Manager
Seattle Community Colleges Television
9600 College Way North
Seattle, WA 98103
206-934-3919
John.sharify@seattlecolleges.edu

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IN WITNESS WHEREOF, in consideration of the terms, conditions, and covenants contained herein, or attached and incorporated and made a part hereof, the parties have executed this Agreement by having their representatives affix their signatures below.

SEATTLE COMMUNITY COLLEGES

THE CITY OF SEATTLE

By _____

By _____

Signature _____ Date _____

Signature _____ Date _____

Type or Print Name

William M. Schrier

Title

Chief Technology Officer

City of Seattle Business License Number: **702719**

Washington State Unified Business Identifier Number (UBI): **578076239**

City of Seattle Vendor Number: **38718**

Attachments: Exhibit A: List of City-owned equipment

Authorized by Ordinance #: _____

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STATE OF WASHINGTON – KING COUNTY

--SS.

273351
CITY OF SEATTLE, CLERKS OFFICE

No. TITLE ONLY

Affidavit of Publication

The undersigned, on oath states that he is an authorized representative of The Daily Journal of Commerce, a daily newspaper, which newspaper is a legal newspaper of general circulation and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a daily newspaper in Seattle, King County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of this newspaper. The Daily Journal of Commerce was on the 12th day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

CT:123632,33,35-123641

was published on

07/05/11

The amount of the fee charged for the foregoing publication is the sum of \$ 136.50, which amount has been paid in full.



Affidavit of Publication



Subscribed and sworn to before me on
07/05/11 

Notary public for the State of Washington,
residing in Seattle

State of Washington, King County

City of Seattle

The full text of the following legislation, passed by the City Council on June 20, 2011, and published below by title only, will be mailed upon request, or can be accessed at <http://clerk.seattle.gov>. For information on upcoming meetings of the Seattle City Council, please visit <http://www.seattle.gov/council/calendar>. Contact: Office of the City Clerk at (206) 684-8344.

ORDINANCE NO. 123632

AN ORDINANCE relating to the City's traffic code; amending various sections and subsections in Title 11 of the Seattle Municipal Code to conform with changes in state law.

ORDINANCE NO. 123633

AN ORDINANCE relating to the City's criminal code; amending and adding various sections and subsections in Chapter 3.33, Chapter 9.25, Title 12A, Chapter 21.36, Chapter 25.08, and Chapter 25.11 of the Seattle Municipal Code to conform with changes in state law.

ORDINANCE NO. 123635

AN ORDINANCE amending the 2011 Adopted Budget, including the 2011-2016 Capital Improvement Program (CIP); changing appropriations to various budget control levels in the 2011 Adopted Budget for the Seattle Department of Transportation and revising project allocations for certain projects in the 2011-2016 Capital Improvement Program.

ORDINANCE NO. 123636

AN ORDINANCE relating to the Spokane Street Viaduct project; declaring certain real property rights surplus to utility needs; authorizing the transfer of jurisdiction of said real property rights located in Blocks 302 and 271, Seattle Tide Lands from the City Light Department, placing it under the jurisdiction of the Seattle Department of Transportation and designating the property for street purposes; authorizing the Director of the Department of Transportation and the Superintendent of the City Light Department to execute and record a Termination of Possession and Use Agreement; and ratifying and confirming certain prior acts.

ORDINANCE NO. 123637

AN ORDINANCE authorizing the sale of City property, in Block 72 of D.T. Denny's Home Addition to the City of Seattle, to the Washington State Department of Transportation for transportation purposes and the temporary lease back of the site located at 401 Aurora Avenue North; authorizing the Director of Transportation to execute, deliver and administer the agreement, deed, lease and related documents; authorizing other actions related to the use and disposition of the property; and ratifying and confirming prior acts.

ORDINANCE NO. 123638

AN ORDINANCE relating to the City Light Department, accepting various easements for overhead and underground electrical rights in King County, Washington, plac-

ing said easements under the jurisdiction of the City Light Department, and ratifying and confirming certain prior acts.

ORDINANCE NO. 123639

AN ORDINANCE relating to the City Light Department, accepting various easements granted to the City in 2010 for overhead and underground electrical rights in King County, Washington; placing said easements under the jurisdiction of the City Light Department; and ratifying and confirming certain prior acts.

ORDINANCE NO. 123640

AN ORDINANCE relating to cable television; designating Seattle Community College District VI as the Designated Access Manager for public access television; authorizing the Chief Technology Officer to enter into a contract with Seattle Community College District VI for the provision, management and operation of public access television services; authorizing the Chief Technology Officer to remove Seattle Community College District VI as Designated Access Manager and to terminate or amend the terms of the contract; increasing appropriations in connection thereto; authorizing the Chief Technology Officer to terminate the designation of Seattle Community Access Network as the Designated Access Manager; and ratifying and confirming certain prior acts; all by a three-fourths vote of the City Council.

ORDINANCE NO. 123641

AN ORDINANCE appropriating money to pay certain audited claims and ordering the payment thereof.

Publication ordered by the City Clerk

Date of publication in the Seattle Daily Journal of Commerce, July 5, 2011.

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