



CONTRACT FACE SHEET

Document Type:

- | | |
|--|--|
| <input type="checkbox"/> Contract | <input type="checkbox"/> Franchise Agreement |
| <input type="checkbox"/> MOU | <input type="checkbox"/> Right of Way Use Agreement |
| <input checked="" type="checkbox"/> Interlocal Agreement | <input type="checkbox"/> Lien |
| <input type="checkbox"/> Notice of Acceptance | <input type="checkbox"/> Correspondence |
| <input type="checkbox"/> Retainage | <input type="checkbox"/> Collective Bargaining Agreement |

Status:

- | | |
|---|---------------------------------------|
| <input checked="" type="checkbox"/> New | <input type="checkbox"/> Renewal |
| <input type="checkbox"/> Amendment | <input type="checkbox"/> Cancellation |
| <input type="checkbox"/> Change Order | |

***Vendor Name:** Bellevue College

***JDE PO Number:** 911079-000

***Effective Date:** 10/01/2009

***Termination Date:** 10/01/2015

Amendment Effective Date: /

***Clerk's Receiving Number:** 45260

Related Receiving Number: /

Bid/RFP/RFQ/ITQ Number: /

Ordinance Number: /

Resolution Number: 7994 10-19-2009

CIP Number: /

Project Name: Establish Television Facilities Management Committee (TFMC)

Site Name: /

Vendor Number: 39238

File Location: 09-751

*Denotes mandatory fields. If referring to Retainage, please indicate the Termination Date same as the Contract Termination Date.

IT

Face Sheet Date: 11-19-2009 C JDE

Index Date: 11-19-2009 M H ECM

**INTERLOCAL AGREEMENT ESTABLISHING THE
TELEVISION FACILITIES MANAGEMENT COMMITTEE
FOR THE MANAGEMENT AND JOINT USE
OF TELEVISION PRODUCTION EQUIPMENT AND FACILITIES
BY AND BETWEEN THE CITY OF BELLEVUE AND
BELLEVUE COLLEGE**

I. PARTIES

This Agreement is entered into by and between Bellevue College (herein after the "College"), an agency of the State of Washington, and the City of Bellevue (hereinafter the "City"), a municipal corporation of the State of Washington.

II. PURPOSE

The parties intend to enter into this Interlocal Agreement Establishing the Television Facilities Management Committee for the Management and Joint Use of Television Production Equipment and Facilities (the "Agreement") and to join together in a cooperative effort to jointly utilize the College's television production facilities and equipment and the City's Educational and Government Access Channel capacity so that both parties may better serve their constituent communities at the lowest possible cost.

The parties to this Agreement join together to perform the following tasks and serve the following functions:

1. To provide the City the ability to operate a government access cable television channel (BTV) at least cost possible.
2. To provide the College the means and ability to operate a television production training facility and an education access cable television channel at least cost possible.
3. To foster cooperation in the use of the video and television services and the production of video and television programming that benefit the residents of the City of Bellevue and the students and prospective students of Bellevue College.
4. To maximize the use of resources toward the joint operation of a television studio and cable distribution system housed at the College.
5. To specify operating Agreements relating to the ownership and maintenance of equipment and the joint use of facilities at the College.
6. To specify financial Agreements relating to the ownership and maintenance of equipment and the joint use of facilities at the College.
7. To foster cooperation in the production of television and video programming production.
8. To ensure the cable channels for the City and the College are programmed and operated from the cable head-end at BC.
9. To provide on-the-job training opportunities for students at Bellevue College who will be entering the television and video production job market.

III. CONSIDERATION

This Agreement is entered into in exchange for the mutual promises set forth herein. In regard to the joint use of the television and video production facilities and equipment and as governed by the terms of this Agreement:

1. The College will provide property and **space on campus**, joint use television and video production equipment and facilities and labor for maintenance.
2. The City will provide a capital contribution(s) for the purchase of replacement equipment, funding for the on going and necessary repair, maintenance, and replacement of the equipment and Access Channel capacity under the term of its cable franchise agreement (s).

IV. TERMS

Both parties hereby agree as follows:

1. FORMATION AND ADMINISTRATION

This Agreement shall be administered by a joint administrative Television Facilities Management Committee, (the "TFMC"). Each Party to this Agreement shall select three employees to serve as its representatives on the TFMC.

2. POWERS DELEGATED TO THE TFMC

The TFMC shall have the following authority and powers:

2.1 The TFMC shall set TFMC administrative policy, and shall, as guided by the terms of this Agreement, make decisions regarding the parties' use of the joint use television production facilities and equipment governed by this Agreement. In furtherance of this responsibility, the TFMC shall have the authority to:

2.1.1 Implement this Agreement on behalf of Bellevue College and the City of Bellevue.

2.1.2 Oversee and manage the day-to-day operations of the joint use equipment and production facilities located at Bellevue College, including:

- a. Establish and coordinate the scheduled use of the joint use equipment and facilities;
- b. Establish standards for the use of the joint use equipment and facilities;
- c. Establish work standards for paid student production assistants; and
- d. Establish other standards and procedures deemed necessary to carry out the terms of this Agreement.

2.2 The TFMC shall have the authority to conduct the business of the TFMC, including managing the fiscal operations of the TFMC except as may be specifically limited by the terms of this Agreement. In furtherance of this responsibility, the TFMC shall have the authority to:

2.2.1 Make recommendations to the College and to the City with respect to any annual or bi-annual budget allocations necessary for carrying out the terms of this Agreement, which each party may consider and act upon pursuant to its own budgeting procedures;

2.2.2 Oversee the TFMC budget and track contributions and expenditures made by the parties pursuant to this Agreement;

2.2.3 Seek grants and other sources of external funding on behalf of the City of Bellevue and Bellevue College;

2.2.4 Develop and administer an ongoing equipment repair, maintenance, and replacement program;

2.2.5 Develop a fee schedule for use of shared facilities and equipment by individuals and groups not party to this Agreement. Any such fee collected shall go to the equipment maintenance fund established in accordance with this Agreement; and

2.2.6 Designate an individual to serve as liaison with the local cable company on behalf of the TFMC.

2.3 The TFMC shall ensure that policies, procedures, and practices for the joint use of the equipment and facilities, as provided in this Agreement are developed and implemented.

2.4 Each party to this Agreement is responsible for the content of its own programming. The TFMC does not have oversight of programming content.

2.5 The TFMC shall have authority to do all things necessary, incidental, or convenient to the exercise of the foregoing powers and accomplishment of the foregoing purposes.

3. OPERATION OF THE TFMC

3.1 The Bellevue City Manager, or his/her designee and the Bellevue College President, or his/her designee shall each designate three employees to serve as their representative members on the TFMC.

3.2 The TFMC will be co-chaired, with one co-chair being selected by the Bellevue City Manager, or his/her designee, and one co-chair being selected by the President of Bellevue College, or her/his designee.

3.3 All representative members of the TFMC shall have one vote.

3.4 A majority comprised of two (2) representatives from the College and two (2) representatives from the City will constitute a quorum of the TFMC.

3.5 All decisions of the TFMC shall be made by majority vote of at least two (2) representatives from the College and two (2) representatives from the City at a regular or special meeting.

3.6 Proxies are authorized in voting and in determining whether a quorum is present, provided that the proxy is in writing, designates its holder by name, the holder is in attendance at the meeting, and the scope of the proxy is stated.

3.7 The TFMC shall hold regular quarterly meetings, unless a meeting is canceled by agreement of both co-chairs. However, in no event shall the TFMC hold less than two meetings per calendar year.

3.8 Special meetings of the TFMC may be convened whenever deemed necessary by agreement of both co-chairs, upon at least twenty-four (24) hours notice to other TFMC members.

3.9 The co-chairs will appoint a recorder and meeting minutes shall be kept.

4. TFMC MANAGEMENT OF BUDGET AND ASSETS

4.1 The TFMC shall be responsible for developing an annual budget as necessary for carrying out the terms of this Agreement.

4.1.1 The TFMC will not maintain an account for payment of obligations occurring under the terms of this Agreement. Instead, revenues for fulfilling the terms of this Agreement will be maintained by each party in a separate account in its respective budget.

4.1.2 Expenditures from said accounts shall be made only as approved by the TFMC, and shall conform to the approved budget and spending policies for each party.

4.1.3 A separate **Equipment Maintenance, Repair and Replacement Account** shall be maintained and administered according to guidelines developed by the TFMC.

4.1.3.1 The City will provide an annual contribution of Five Thousand Dollars (\$5,000) to the Equipment Maintenance, Repair and Replacement Account and the College will provide labor for, equipment repair, maintenance and/or replacement as appropriate.

4.1.3.2 The Equipment Maintenance, Repair and Replacement Account shall be maintained at Fifty Thousand Dollars (\$50,000). Once the Account is at Fifty Thousand Dollars (\$50,000), no additional contribution from the City will be required unless and until the account falls below Fifty Thousand Dollars (\$50,000), where upon the City will resume annual contributions until the account is restored.

4.1.3.3 The Equipment Maintenance, Repair and Replacement Account shall be maintained and administered within Bellevue College's budget. On a quarterly basis the College will report the status of the Equipment Maintenance, Repair and Replacement Account to the TFMC. Such report will detail all contributions and expenditures, and the present balance of the Account.

4.1.3.4 Expenditures from the Equipment Maintenance, Repair and Replacement Account can only be made as approved by the TFMC.

4.1.3.5 The TFMC shall establish and approve a fee schedule for use of shared equipment and facilities by individuals or groups other than the parties to this Agreement. Any such fees will be deposited in the Equipment Maintenance, Repair and Replacement Account.

4.2. The TFMC will manage joint use equipment in the following manner:

4.2.1 The TFMC will, upon request of either party, inventory all joint use equipment and indicate the ownership of the equipment, the date of purchase, the anticipated useful life, the expected retirement date, any equipment that has been retired since the previous inventory, and the disposition of any retired equipment.

4.2.2 All joint use equipment will be tagged to indicate whether the equipment is owned by the College, by the City; or is jointly owned by both the College and the City.

4.2.3 Ownership of any new or replacement equipment shall be determined by the TFMC on a case by case basis, provided that such determination of ownership shall be consistent with and in keeping with the policies and practices of both the City and the College.

5. **RIGHTS AND RESPONSIBILITIES OF THE CITY OF BELLEVUE**

In accordance with the terms of this Agreement, the City of Bellevue shall:

5.1 Establish and maintain, as part of the City budget, an ongoing, long term, replacement reserve fund as the City shall determine is prudent and necessary to cover the anticipated replacement cost of joint use video and television equipment at the end its anticipated useful life, in an amount of \$60,000 per year.

It is anticipated that this funding will come for PEG Fees collected under the term of the City's cable franchise agreement (s). If PEG Fees are not available or are insufficient to provide for the purchase of replacement joint use video and television equipment, then the City will notify the College and the parties will meet to negotiate an alternative equipment replacement schedule acceptable to both parties.

5.2 Contribute annually to the Equipment Maintenance, Repair, and Replacement Account.

5.3 Reimburse the College for student video production assistant hours, at rates comparable to Bellevue College's pay scale, for City of Bellevue requested production assistance for: 1) City Council meetings, 2) City Council Study Sessions, 3) Other production assistance as requested by the City of Bellevue.

5.4 Be entitled to priority use of the joint use video and television equipment and facilities.

5.5 Be entitled to obtain relevant information, upon reasonable notice, from the TFMC including, but not limited to, the right to inspect and copy financial records and other matters pertinent to oversight of the Agreement.

5.6 Assume all responsibility for the content of programs produced for and by the City of Bellevue.

5.7 Initiate or defend any legal action on behalf of the TFMC as it pertains to the City of Bellevue and its employees and the terms of this Agreement.

5.8 Nothing in this Agreement shall prevent the City of Bellevue from operating, in addition to the television production facilities shared with Bellevue College, separate television production facilities.

6. RIGHTS AND RESPONSIBILITIES OF BELLEVUE COLLEGE

In accordance with the terms of this Agreement, Bellevue College shall:

6.1 Provide space, only as related to this Agreement, in the Bellevue College Cable Distribution Room for the programming and distribution of the City of Bellevue's cable channel.

6.2 Provide joint use of the television and video production facilities for the City of Bellevue within the parameters set by the TFMC.

6.3 Provide work space at Bellevue College, only as related to this Agreement, for the City of Bellevue's video production staff, not to exceed the current level of three (3) staff without the express permission and agreement of the College.

6.4 Provide, upon reasonable advance request by the City of Bellevue, access to qualified student employees or interns, as available through the Video Production Advanced Track at BC, to serve as video production assistants, for City of Bellevue requested productions of: City Council meetings, City Council Study Sessions and other production assistance as requested by the City of Bellevue, and to operate the cable channel digital playback server, including the encoding of programs and operation of the City character generator reader board.

6.5 With the approval of the TFMC, determine the equipment specifications, and oversee the bidding and purchasing of all equipment acquired pursuant to this Agreement.

6.6 Provide utilities, maintenance, and custodial services for all space and equipment in the television production facilities, cable room, and work space of the City of Bellevue's Video Production Specialist at Bellevue College.

6.7 Provide a regular maintenance schedule and documentation of all maintenance performed, which shall undergo an annual review by the TFMC.

6.8 Be entitled to obtain relevant information, upon reasonable notice, from the TFMC including, but not limited to, the right to inspect and copy financial records and other matters pertinent to oversight of the Agreement.

6.9 Assume all responsibility for the content of programs produced for and by Bellevue College.

6.10 Initiate or defend any legal action on behalf of the TFMC as it pertains to Bellevue College and its employees and the terms of this Agreement.

6.11 Nothing in this Agreement shall prevent Bellevue College from operating, in addition to the television production facilities shared with the City of Bellevue, separate television production facilities.

7. **OWNERSHIP AND COPYRIGHT**

7.1 Programs or works whose content and production are the sole result of the efforts of the City of Bellevue or Bellevue College remain the copyrighted property of that party.

7.2 Bellevue College, and/or its employees, and the City of Bellevue shall retain joint copyright and other rights of ownership of any or all programs or works cooperatively produced between the City of Bellevue and Bellevue College, provided however that work produced by BC student employees serving as video production assistants for City of Bellevue requested productions shall be considered work made for hire for the City of Bellevue.

8. **DURATION OF AGREEMENT**

8.1 This Agreement shall remain in full force and effect for six (6) years until its expiration on October 1, 2015, or until it is earlier terminated in accordance with the terms of this Agreement.

8.2 The parties to this Agreement shall review, at intervals no less than two (2) years, the rights and responsibilities as provided in Section 5 and Section 6 for conformance with the expressed purposes of the Agreement. Based on this review, the Agreement may be modified or terminated according to the terms specified in herein.

9. **DISPUTE RESOLUTION**

9.1 The first attempt to resolve any dispute between the City of Bellevue and Bellevue College on the interpretation of the contents of this Agreement shall be on an informal basis through the TFMC.

9.2 Disputes unresolved at the TFMC level will be submitted to the City of Bellevue City Manager or his/her designee and to the Bellevue College President or his/her designee for resolution.

9.3 If a dispute is unresolved under Section IV 9.2, then either party may pursue any legal or equitable remedy available under applicable law.

10. TERMINATION

10.1 If there is a written notice of a material breach of this Agreement from either party to the other, and the breaching party fails to cure such breach within thirty (30) days of such notice, the other party may then terminate this Agreement upon ninety (90) days written notice.

10.1.1 In such an event, the breaching party shall be liable for damages as authorized by law, both in law and equity, in accordance with the terms of this Agreement.

10.2 This Agreement may be mutually terminated by written agreement of both parties at any time.

10.2.1 In such event, the disposition of property will be dispersed or disposed of according to the ownership of the property as outlined in Section 12 of this Agreement.

10.3 This Agreement shall be terminated at the end of the sixth (6th) year if a new Agreement is not signed by both parties.

10.3.1 In such event, the disposition of property will be dispersed or disposed of according to the ownership of the property as outlined in Section 12 of this Agreement.

10.4 If the Bellevue City Council, in the good faith exercise of its discretion, or the Bellevue College Board of Trustees, in the good faith exercise of its discretion, makes a finding of fiscal exigency, either party may terminate this Agreement by giving 90 days notice to the other party.

10.4.1 In such event, the disposition of property will be dispersed or disposed of according to the ownership of the property as outlined in Section 12 of this Agreement.

11. FORCE MAJEURE: IMPOSSIBILITY OF PERFORMANCE

11.1 In the event that either party's performance of any of its obligations under this Agreement is delayed or prevented due to any reason beyond its reasonable control, then that party's performance shall be excused. Such reason shall include, without limitation: compliance with any law, decree, or order of any governmental agency or authority; unanticipated utility failure, riot, war, public health emergency, strike, public disturbance, fire, flood, earthquake, or other act of God; or other circumstance not within the control of the party whose performance is interrupted, the party so suffering may at

its option suspend, without liability or default, the performance of its obligations hereunder until such performance is reasonably practicable. The parties shall use all reasonable and prudent efforts to eliminate or minimize any delay or suspension of performance.

12. DISPOSITION OF PROPERTY UPON TERMINATION OF AGREEMENT

12.1 Upon the termination of this Agreement, property will be dispersed as follows:

12.1.1 The net balance in the Equipment Maintenance, Repair and Replacement Account established by the TFMC will be returned to the City of Bellevue.

12.1.2 Any shared equipment purchased with funds from the Equipment Maintenance, Repair and Replacement Account of the TFMC will be split equally between the parties, unless otherwise negotiated.

12.1.3 Any shared equipment purchased through the City of Bellevue's capital contribution or replacement reserve fund shall be split equally between the parties, unless otherwise negotiated.

12.1.4 Any material or structural improvement to Bellevue College facilities will remain with, and belong to, Bellevue College.

12.2 Nothing in this Agreement requires Bellevue College to transfer its production facilities and equipment to a new City of Bellevue location. Any of such real or personal property owned by Bellevue College shall remain the property of Bellevue College upon the termination of this Agreement.

12.3 Any liabilities relative to the terms of this Agreement that exist at the termination of this Agreement will be equally divided between both parties.

12.4 Copyright, and all other incidents of ownership, of any production or work held jointly by both parties at the time of termination will be transferred in equal shares between the City of Bellevue and Bellevue College, unless both parties agree to another distribution formula.

13. HOLD HARMLESS

13.1 As between Bellevue College and the City of Bellevue only, each party to this Agreement shall be responsible for the negligent acts or omissions of its own employees, officers or agents in the performance of this Agreement. Neither party shall be considered the agent of the other and neither party assumes any responsibility to the other party for the consequences of any act or omission of any party or other third party not a party to this Agreement.

14. INSURANCE COVERAGE

14.1 All College employees, officers or authorized agents are covered against claims based upon their negligence while acting as agents of the state and/or the College. Tort claims properly filed against the state are processed as prescribed in the Tort Claims Act, Chapter 4.92 of the Revised Code of Washington (RCW"). In summary, the code states that individuals may sue the state (RCW 4.92.010), the state may provide legal defenses for officers and employees against whom claims are filed (RCW 4.92.070), and judgments against the state and/or employees may be paid by the state (RCW 4.92.130). This statement of certification is offered as information only, and should not be construed as creating, limiting, or defining the legal rights and responsibilities of the parties referred to herein.

14.2 The City of Bellevue is fully self-insured against general liability loss exposures under the provisions of Chapter 48.62 Revised Code of Washington. Pursuant to Chapter 3.81 of the Bellevue City Code, all City employees, officers or authorized agents are covered against claims based upon their negligence while acting as agents of the City.

14.3 The City of Bellevue shall not be responsible for payment of industrial insurance premiums for any claim or benefit for Bellevue College, or a subcontractor, or employee of Bellevue College, which might arise under the industrial insurance laws during the performance of duties and services under this Agreement.

14.4 Bellevue College shall not be responsible for payment of industrial insurance premiums for any claim or benefit for the City of Bellevue, or a subcontractor, or employee of the City of Bellevue, which might arise under the industrial insurance laws during the performance of duties and services under this Agreement.

15. NOTICE PROVISIONS

15.1 Any notice or demand required to be sent under the terms of this Agreement shall be sent as follows:

For Bellevue College:

Bellevue College
3000 Landerholm Circle, S.E.
Bellevue WA 98007-6484
Attention: President

For City of Bellevue:

City of Bellevue
P. O. Box 90012
Bellevue WA 98009—90012
Attention: City Clerk

With a copy to:

City of Bellevue
P. O. Box 90012
Bellevue WA 98009—90012
Attention: Franchise Manager

15.2 Notice(s) shall be sent by either personal service or by United States Certified Mail, return receipt requested, postage prepaid, and shall be deemed received on the earlier of the date actually received or five (5) days after mailed (unless the fifth day is on a weekend or holiday, in which case the notice(s) will be deemed received on the next business day)

16. **MODIFICATION OR AMENDMENT OF AGREEMENT**

16.1 This Agreement, together with any attachments, constitutes the entire Agreement between the City of Bellevue and Bellevue College, and supersedes all previous written or oral agreements between the parties.

16.2 This Agreement may be amended in whole or in part by written agreement of the parties at any time.

16.3 Any amendments, to be effective, must be approved in writing by the President of Bellevue College and by the City of Bellevue City Council.

17. **ADDITION(S) OR CHANGE(S) IN PARTIES**

17.1 Neither party may enter into additional agreements as they relate to the purposes of this Agreement without the prior written consent of the other party.

17.2 This Agreement and each of the terms, provisions, conditions and covenants hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The above notwithstanding, none of the rights or duties hereunder may be assigned by either party without the prior written consent of the other party.

18. **NON-WAIVER OF BREACH**

The failure of Bellevue College or the City of Bellevue to insist upon strict performance of any of the obligations, duties, covenants and commitments agreements of this Agreement, or to exercise any option herein conferred in anyone or more instances, shall not be construed to be a waiver or relinquishment of any such, or any other obligations, duties, covenants or commitments agreements, but the same shall be and remain in full force and effect.

19. **GOVERNING LAW AND VENUE**

This Agreement shall be governed by the laws of the state of Washington. The venue of any action brought hereunder shall be in King County, Washington.

20. **SECTION HEADINGS**

The section headings in this Agreement are for convenience only, and in no way define, limit, extend or interpret the scope of this Agreement or of any particular section hereof.

21. **EFFECTIVE DATE AND FILING**

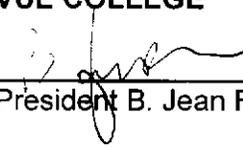
This Agreement shall become effective following:

21.1 Approval of the Agreement by the official action of the governing bodies of each of the parties hereto; and,

21.2 Execution of the Agreement by the duly authorized representative of the parties hereto; and,

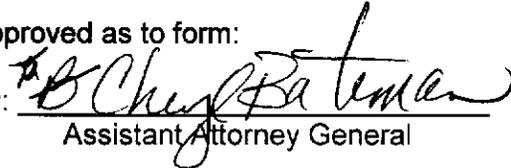
In witness whereof, Bellevue College and the City of Bellevue have executed this Agreement.

BELLEVUE COLLEGE

By: 
President B. Jean Floten

Date: 2 Nov 09

Approved as to form:

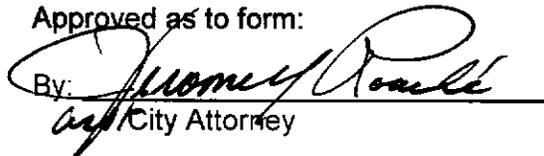
By: 
Assistant Attorney General

CITY OF BELLEVUE

By: 
City Manager, Steve Sarkozy

Date: 11-16-09

Approved as to form:

By: 
City Attorney

ORIGINAL

CITY OF BELLEVUE, WASHINGTON

RESOLUTION NO. 7994

A RESOLUTION authorizing the City Manager or his designee to execute, on behalf of the City, an Interlocal Agreement with Bellevue College establishing the Television Facilities Management Committee (TFMC) for the management and joint use of television production equipment, facilities and staff.

THE CITY COUNCIL OF THE CITY OF BELLEVUE, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. The City Manager or his designee is hereby authorized to execute, on behalf of the City, an Interlocal Agreement with Bellevue College establishing the Television Facilities Management Committee (TFMC) for the management and joint use of television production equipment, facilities and staff, a copy of which Interlocal Agreement shall be given Clerk's Receiving No. 45260.

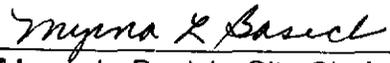
Passed by the City Council this 19th day of October, 2009, and signed in authentication of its passage this 19th day of October, 2009.

(SEAL)



Grant S. Degginger, Mayor

Attest:



Myrna L. Basich, City Clerk

Agenda

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City Council

Regular Session

MONDAY
October 19, 2009

8:00 – 10:00 p.m.
Council Chambers (1E-126)

Page

1. Call to Order
2. Roll Call, Flag Salute
 - (a) Proclaiming November as Pancreatic Cancer Awareness Month MAYOR 2-1
3. Communications: Written and Oral

Note: Three-minute limit per person, or five minutes if representing the official position of a recognized community organization. Maximum of three persons are permitted to speak to each side of any one topic. Additional presentations may be heard at Agenda Item 13, including three additional persons speaking to topics heard at Agenda Item 3.
4. Reports of Community Council, Boards and Commissions
5. Report of the City Manager
6. Council Business and New Initiatives
7. Approval of the Agenda

City Council meetings are wheelchair accessible. American Sign language (ASL) interpretation is available upon request. Please phone 452-6805 at least 48 hours in advance. Assisted Listening Devices are also available upon request.



City of Bellevue

8. Consent Calendar

- (a) Minutes of September 21, 2009 Study Session 8a-1
 Minutes of September 21, 2009 Regular Session
 Minutes of October 5, 2009 Study Session
 Minutes of October 5, 2009 Regular Session
- (b) Motion to approve payment of claims for the period FIN 8-1
 October 3, 2009 through October 16, 2009 and payroll
 for the period September 16, 2009 through September
 30, 2009.
- * * (c) Resolution No. 7994 authorizing execution of an ITD 8-3
 Interlocal Agreement with Bellevue College
 establishing the Television Facilities Management
 Committee (TFMC) for the management and joint use
 of television production equipment, facilities and staff.
- (d) Resolution No. 7995 authorizing execution of a ITD 8-9
 system purchase, implementation and support
 agreement with Integrated Archive Systems, in an
 amount not to exceed \$636,408.02, for the
 replacement of the City's Storage Area Network, a
 core infrastructure system for the storage of enterprise
 electronic data and files.
- (e) Resolution No. 7996 authorizing execution of a PARK 8-15
 professional services agreement with JGM Landscape
 Architects, in an amount not to exceed \$183,020, to
 complete architectural services for the Wetland-Sun
 Terraced Garden located at the Bellevue Botanical
 Garden.
(This is a Parks Levy project.)
- (f) Motion to award Bid No. 9279 to Ebenal General, Inc. PARK 8-23
 for the Newcastle Beach Park Irrigation Pump
 Installation, in the amount of \$87,109.90, as the lowest
 responsible bidder.
- (g) Ordinance No. 5911 defining criminal conduct and POL 8-29
 adding a new section to Chapter 10.06 of the Bellevue
 City Code relating to leaving children unattended in
 vehicles.

(h) Ordinance No. 5912, 1) authorizing execution of an Interlocal Agreement with the Washington State Department of Transportation, for receipt of 2009-2011 state technical assistance grant funds in the amount of \$213,454, to support the City's Commute Trip Reduction (CTR) program; 2) establishing a project within the Operating Grants, Donations and Special Reserves Fund; 3) appropriating unanticipated and future revenues to that fund; 4) authorizing expenditures of said funds; and 5) authorizing execution of an Interlocal Agreement with the King County Department of Transportation for Commute Trip Reduction Services an amount not to exceed \$222,454.

TRAN 8-33

(i) Resolution No. 7997 authorizing execution of a professional services agreement with Roth Hill Engineering Partners, LLC, for a total amount not to exceed \$310,000, to provide professional engineering and design services for the 2010 AC Watermain Replacement project (CIP Plan No. W-16).

UTIL 8-41

9. Public Hearings

10. Land Use

11. Other Ordinances, Resolutions and Motions

(a) Ordinance No. 5913 imposing a moratorium on the acceptance of applications for the review and/or issuance of Conditional Use Permits for any new heliport or helistop facilities; declaring a public emergency; and establishing an immediate effective date.

CAO 11-1
Lori Riordan

12. Unfinished Business

13. Continued Oral Communications

14. New Business

15. Executive Session

16. Adjournment

CITY COUNCIL AGENDA MEMORANDUM

SUBJECT:

Resolution No. 7994 authorizing execution of an Interlocal Agreement with Bellevue College establishing the Television Facilities Management Committee (TFMC) for the management and joint use of television production equipment, facilities and staff.

FISCAL IMPACT:

Under the terms and conditions of the proposed Interlocal Agreement, the City will provide \$60,000 per year to meet the necessary shared equipment replacement needs at Bellevue College. The term of the agreement is 6 years bringing the total capital contribution from the City to \$360,000.

The proposed Interlocal Agreement also requires an annual contribution of up to \$5,000 from the City to the TFMC Equipment Maintenance, Repair, and Replacement Account if the balance in that account falls below \$50,000.

It is anticipated that funding for the requirements of the Interlocal Agreement will come from either replacement reserves that have been collected since the last agreement was entered into in 2004 and/or from the anticipated \$0.25 per subscriber / per month fee for Public, Education and Government Access (PEG Access) if included in the pending Comcast franchise renewal. PEG Access fees may only be used for capital expenditures related to PEG Access programming.

STAFF CONTACT:

Toni Cramer, Chief Information Officer, 452-2972
David Kerr, IT Manager, 452-6139
Information Technology Department

POLICY ISSUES:

Should the City continue its partnership with Bellevue College for the management and joint use of television production equipment, facilities and staff?

The Interlocal Cooperation Act (RCW 39.34) permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities based on mutual advantage to provide services and facilities in a manner that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities.

RCW 39.34.060, authorizes the City to appropriate funds and provide personnel, property, and services to the cooperative undertaking.

BACKGROUND:

The proposed Interlocal Agreement continues a longstanding partnership between the City and Bellevue College that has proven uniquely beneficial to both. Through this Interlocal Agreement the City gains access to television production studio facilities, work space for City staff and access to student labor at a cost that is far less than if the City had to build these facilities or contract for this labor. The College gains a partner in funding the purchase of the equipment to keep its educational facilities in state of the art condition and a unique opportunity for its students to gain valuable work experience by working on regular and ongoing City video productions. The successful history of this relationship speaks to its ongoing benefits.

In 1994, the City and Bellevue Community College (now Bellevue College) entered into the initial Interlocal Agreement for the shared use and management of television production equipment and studio facilities. The City provided \$325,000 in capital funding to the College for purchase of television production equipment that is installed in the studio and shared by the College and the City. This Interlocal Agreement was renewed in 2004, with the City providing \$332,000 to the College to meet the television equipment replacement needs at the college. This money came from an up-front capital contribution provided by Comcast as part of its 2004 franchise renewal.

The current Interlocal Agreement between the City and Bellevue College expires in October 2009.

The Purpose of the Proposed Interlocal Agreement

The proposed Interlocal Agreement is intended to:

1. Provide the City the ability to operate a government access cable television channel (BTV) at the least cost possible.
2. Provide the College the means and ability to operate a television production training facility and an education access cable television channel at the least cost possible.
3. Foster cooperation in the use of the video and television services and the production of video and television programming that benefits the residents of the City and the students and prospective students of Bellevue College.
4. Maximize the use of resources toward the joint operation of a television studio and cable distribution system housed at the College.
5. Foster cooperation in the production of television and video programming production.
6. Provide on-the-job training opportunities for students at Bellevue College who will be entering the television and video production job market.

Management and Budget:

The proposed Interlocal Agreement continues the Television Facilities Management Committee (the "TFMC") that has been established to set administrative policy, and oversee the operations

of the joint use equipment and production facilities located at Bellevue College. The TFMC is made up of up to three representatives each from the City and the College. Under the proposed Interlocal Agreement the TFMC will continue to oversee the TFMC budget, track contributions and expenditures made pursuant to the Agreement and establish an account for maintenance, repair, and replacement of the equipment as part of its ongoing operations.

City of Bellevue Contributions:

The proposed Interlocal Agreement specifies that the City will contribute \$60,000 per year for the 6 year term of the agreement to replace TV production equipment purchased under the existing agreement. Additionally, the City will contribute up to \$5,000 annually to the Equipment Maintenance, Repair, and Replacement Account established under the current agreement, with the account capped at \$50,000.

It is anticipated that funding for the requirements of the Interlocal Agreement will come from either replacement reserves that have been collected since the last agreement was entered into in 2004 and/or from the anticipated \$0.25 per subscriber / per month PEG fee that will be collected under the pending Comcast franchise renewal.

Bellevue College Contributions:

The proposed Interlocal Agreement specifies that the College will provide space on campus for City (BTV) staff. The College will provide the joint use television and video production facilities and labor for maintenance of the equipment and facilities. The College will also provide access to qualified student employees to serve as video production assistants for City Council meetings and other video productions. This is estimated to save the City approximately \$60,000 a year in labor costs through the use of student television production staff rather than City employees or contractors.

EFFECTIVE DATE:

If approved, this Resolution becomes effective immediately upon Council adoption.

OPTIONS:

- 1) Adopt Resolution No. 7994 authorizing execution of an Interlocal Agreement with Bellevue College establishing the Television Facilities Management Committee (TFMC) for the management and joint use of television production equipment, facilities and staff.
- 2) Do not adopt Resolution No. 7994 and provide alternative direction to staff.

RECOMMENDATION:

Staff recommends Option 1. Adopt Resolution No. 7994 authorizing execution of an Interlocal Agreement with Bellevue College establishing the Television Facilities Management Committee (TFMC) for the management and joint use of television production equipment, facilities and staff.



CR# 45260 Date: 11.19.09 Loc: 09.751 PO #: 911079-000
Res 7994

City of Bellevue
 Finance Department - Contracting Services
 450 110th Ave. NE. Bellevue, WA 98004

Contract Routing Form

Current Contract Information:

Contract Title: Bellevue College Interlocal Agreement	Department: Information Technology - 558
Contract Description: Establishing the Television Facilities Management Committee (TFMC) for sharing equipmt & staff	Contract Manager: David Kerr
Total Contract Value: \$360,000.00	Contract Type: Interlocal Agreement (ILA)
This Amendment Value: <u>N/A</u>	Contract Form: Standard COB document with no changes
	Budget Expenditure: Expenditure Contract - Sufficient Funds

Maximo User: No

Vendor Information:

Is this a new vendor? No	Tax ID #: 910819265
Vendor Name: Bellevue College	COB License #:
JDE Vendor Number: 39238	UBI #:
Is this vendor an independent contractor? <u>Yes</u>	Contractor's License #:

Contract Terms:

Original Effective Date: 10/01/2009 End Date: 10/01/2015 Subject To: No Renewal

Related Contract Information:

Is this an amendment/change order/renewal? No

Council Approval:

Does this contract require council approval? Yes
 Council Award Date: 10/19/2009 Council Action: Resolution Legislative #: 7994

Route:

	In	Out
Contracting Services: <u>[Signature]</u>	<u>11/4/09</u>	<u>11/4/09</u>
Information Technology: <u>[Signature]</u>	<u>11/4/09</u>	<u>11/4/09</u>
Legal: <u>[Signature]</u>		
Insurance Reviewed By: <u>[Signature]</u>	<u>11/10/09</u>	<u>11/10/09</u>
Department Director: <u>[Signature]</u>	<u>11/4/09</u>	<u>11/4/09</u>
Contracting Services: <u>[Signature]</u>	<u>11/17/09</u>	<u>11/18/09</u>
Return To: <u>Bev Ni</u>		
City Clerk's Office: <u>Chaugen</u>	<u>11.19.09</u>	<u>11.19.09</u>