

**INTERLOCAL AGREEMENT FOR MEDIA SERVICES
BETWEEN THE CITY OF VANCOUVER
AND
FORT VANCOUVER REGIONAL LIBRARY DISTRICT**

The City of Vancouver

By and through the
City-County Cable Television Office
P O Box 1995
Vancouver, WA 98668-1995

Fort Vancouver Regional Library
District
1007 E. Mill Plain Blvd.
Vancouver, WA 98663

Inter-Local Agreement Period:

Beginning: March 1, 2011

Ending: December 31, 2021 (Subject to extensions pursuant to General Terms and Conditions)

Services provided:

Government Cable Access and Video
Production Services

City Project Manager: Jim Demmon
Phone: 360-487-8706
City Fiscal Manager: Jan Bader
Phone: 360-487-8606

FVRLD Project Manager: Karin Ford
Phone: 360-695-1561
FVRLD Fiscal Manager: Patty Duitman
Phone: 360-695-1561

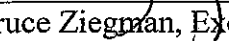
This Inter-local Agreement consists of the following exhibits:

- General Terms and Conditions
- Exhibit A – Scope of Services
- Exhibit B – CVTV Final Programming Policy – June 16, 2009
- Exhibit C - CVTV 2011 – 2016 Rate Card
- Exhibit D – Inventory of Production System

The City of Vancouver and the FVRLD agree to the terms and conditions of this Interlocal Agreement and its exhibits as listed above by signing below:

FOR FORT VANCOUVER
REGIONAL LIBRARY DISTRICT
OF VANCOUVER,
WASHINGTON,
a municipal corporation of
the State of Washington

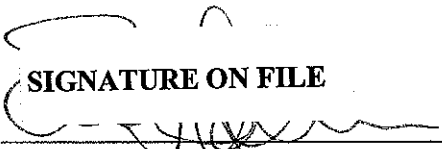
SIGNATURE ON FILE



Bruce Ziegman, Executive Director

FOR CITY OF VANCOUVER,
WASHINGTON VANCOUVER
a municipal corporation


SIGNATURE ON FILE



Eric Holmes, City Manager

Attest:

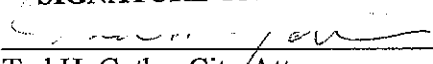
SIGNATURE ON FILE



R. Lloyd Tyler, City Clerk
By: Carrie Lewellen, Deputy City Clerk

Approved as to form:

SIGNATURE ON FILE



Ted H. Gathe, City Attorney

GENERAL TERMS AND CONDITIONS

1. PURPOSE AND BACKGROUND

- A. This is an Interlocal Agreement entered into under the authority of the Interlocal Cooperation Act, RCW 39.34 between the City of Vancouver (the "City") , a municipal corporation and charter city of the first class in the State of Washington and the Fort Vancouver Regional Library District (the "FVRLD"), a municipal corporation of the State of Washington.
- B. The City, pursuant to the City-County Cable TV Office Interlocal Agreement dated March 22, 1982, operates the City/County Cable Television Office, and through it, Clark Vancouver Television (CVTV), a government cable access programming service.
- C. The Vancouver City Council and Clark County Board of Commissioners approved a Public Educational Government ("PEG") Capital Grant in August, 2008 for a four-camera production system to be installed at the Vancouver Community Library, 911 "C" Street, Vancouver, Washington ("the Library").
- D. FVRLD built a room adjacent to the auditorium to use as a video production booth and the room has been supplied with adequate power, ventilation and cabling access into the auditorium.
- E. The FVRLD desires to fully utilize such Production System and the available services of the CVTV office to provide coverage of library and community events on CVTV government access channels to distribute library-related programming to cable television subscribers in the Vancouver and Clark County franchise areas.
- F. The purpose of this Agreement is to set forth the terms and conditions for provision of such government cable access programming and video services and utilization of the Production System.

2. DURATION OF AGREEMENT/ADMINISTRATIVE EXTENSIONS

The term of this Agreement is for the ten (10) year period set forth above, subject to termination as set forth in this Agreement; and provided further that the term of this Agreement may be extended in one (1) year increments by mutual written agreement of all parties. Agreement extensions shall be executed at least thirty (30) days prior to the expiration of this Agreement or its extensions. The Vancouver City Manager shall be the agent of the City for approving extensions of this Agreement on behalf of the City; and the FVRLD Executive Director shall be the agent of the FVRLD for approving extensions of this Agreement on behalf of FVRLD. They are authorized to approve and execute such extensions without further

authorization from their respective governing bodies/boards; provided that compensation to the City shall be not less than provided in Section 5 of this Agreement and that changes to the Scope of Work shall be consistent with the CVTV programming policies and its annual work plan approved by the Board of County Commissioners and City Council. Termination of any such extensions shall be made in accordance with Section 3 of this Agreement.

3. TERMINATION OF AGREEMENT

- A. Either party may terminate the Agreement for any reason whatsoever upon giving the other party a minimum of ninety (90) days written notice in advance of the date sought for such termination.
- B. If for any cause, either party fails to fulfill its obligations under this Agreement in a timely and proper manner, or if either party violates the terms and conditions of this Agreement, then the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the failure or violation. If the failure or violation is not corrected within fifteen (15) working days of the notice, then the party giving the notice may terminate the Agreement immediately upon giving written notice of termination to the other.
- C. The City reserves the right to terminate this Agreement within thirty (30) days written notice if it becomes necessary to end operations of CVTV, either temporarily or permanently.

4. SCOPE OF SERVICES

The services provided to the FVRLD by the City shall be as set forth in the attached Exhibit A (Scope of Services), and in accordance with the attached Exhibit B - CVTV Final Programming Policy, effective June 16, 2009, or as may be amended with authorization of the Vancouver/Clark County Telecommunications Commission, both of which are incorporated into this Agreement as if fully set forth.

5. COMPENSATION FOR PROGRAMMING

- A. Any compensation from the FVRLD to the City from the effective date of this Agreement through December 31, 2016, shall be as set forth in Exhibit C (CVTV Rate Card for Fort Vancouver Regional Library District 2011 – 2016), which is incorporated in this Agreement as if fully set forth.
- B. Effective January 1, 2017 and January 1st of each year thereafter, the rate of compensation to the City shall:
 - a. Be adjusted by an amount equal to the percentage change in the Consumer Price Index for the Portland-Salem, Oregon-Washington Metropolitan Area for Wage

Earners and Clerical Workers (CPI-W) for the preceding year ending June 30 prepared by the Department of Labor, Bureau of Labor Statistics (the "CPI-W) or a replacement index applicable to the City of Vancouver; provided that if the CPI-W is negative, the amount of annual compensation will remain the same as the previous year; or

- b. Be as mutually agreed upon by the parties and set forth in an annual CVTV Rate Card.

6. CONTROL BOOTH AND VIDEO PRODUCTION SYSTEM AT LIBRARY

The Vancouver City Council and Clark County Board of Commissioners approved a PEG Capital Grant in August, 2008 for a four-camera production system to be installed at the FVRLD's Vancouver Community Library at 911 "C" Street., Vancouver, Washington, ("the Library").

FVRLD consents to the City installing a four-camera Production System at the along with supplying the equipment, installation, and connection of the Library to the franchised Comcast Cable System. Collectively, such Production System and related equipment and connections shall be referred to as "the Production System." The current estimated cost of the Production System is about \$185,000. An inventory of the Production System components to be installed is attached and incorporated herein as Exhibit D.

In consideration of the City's installing the Production System using such PEG funds, the FVRLD has constructed, at its own expense, a cable production control booth next to the Library's auditorium of approximately 11' by 13' in size in which the City will install and utilize the above-described Production System and related connections.

The Production System, funded from PEG Grant funds which originate as cable subscriber contributions for support of PEG Access under the terms of the City and County cable franchise agreements, pursuant to the City and County cable franchises with Comcast and the Interlocal Agreement between the City and Clark County for PEG Access, Auditor's File Number 3212567, shall remain the property of the City for government cable access programming production. The City may from time to time install additional equipment, which shall be deemed part of the Production System and remain its property.

In the event of the expiration or termination of this Agreement, the City shall have the right to remove and retain the Production System and related connections.

The FVRLD shall be responsible for any loss or damage to the Production System or any other equipment or other personal property used by the City at the Library to carry out this Agreement which results from the negligence of the FVRLD or which results from the failure on the part of the FVRLD to maintain and manage the FVRLD's Library, in accordance with sound management practices. Upon loss or destruction of, or damage to,

any of the Production System or any other equipment or other personal property used by the City at the Library to carry out this Agreement, the FVRLD shall notify the City thereof and shall take all reasonable steps to protect the same from further damage.

The City shall be responsible for any loss or damage to the FVRLD property at the Library which results from the negligence of the City or which results from the failure on the part of the City to maintain and manage the Production System in accordance with sound management practices. Upon loss or destruction of, or damage to, any of the FVRLD property at the Library, the City shall notify FVRLD thereof and shall take all reasonable steps to protect the same from further damage.

7. RIGHTS TO PROGRAMMING

Material created by the City and paid for by the FVRLD or other entities utilizing the auditorium in the Library shall be owned by the City and shall not be a "work made for hire" as defined by Title 17 USCA, Section 101; PROVIDED that the FVRLD shall have a perpetual license to use such material internally and to provide it to the public pursuant to the Public Records Act, Ch 42.56 RCW; and PROVIDED further that such license shall be limited to the extent the City has a right to provide such license. "Material" as used in this Agreement includes but is not limited to: books; computer programs; documents; films; audio and video reproductions regardless of medium; and/or training materials.

8. BILLING METHOD AND PROCESS

- A. The City will bill the FVRLD for service charges on an as needed basis.
- B. The billing invoice will identify the dates, the actual hours worked, and include the amount due for that billing period.
- C. The billing invoice will include sufficient backup documentation to verify the services rendered for the billing period and include an indication (via signature) that at least one City supervisory-level employee has reviewed the billing documentation for correctness. Any backup documentation supplied with billing invoices will be expected to reconcile to whatever tracking system the FVRLD employs.
- D. Any inquiries regarding a billing should be directed to the parties' fiscal contact persons as indicated on this Agreement's face sheet.
- E. Payments that are not paid within the allotted time period shall be considered delinquent. Delinquent charges shall accrue interest on the unpaid balance, from the date of delinquency until paid, at an interest rate of one percent (1%) per month.

9. AGREEMENT ADMINISTRATION AND COMMUNICATIONS

Project and fiscal contract managers, designated by the FVRLD and City on Page 1 of this Agreement, shall administer this Agreement. Project and fiscal contract managers shall monitor service level and budget provisions of this Agreement. Not less than annually, and more often as agreed upon, the FVRLD and City project and fiscal contract managers shall review service levels, service delivery, and costs. During the term of this Agreement, the respective project and fiscal contract managers will communicate via telephone or e-mail to relay information, answer questions, or raise concerns. A party may change its designated project contract manager, fiscal contract manager or both by giving notice of such change to the other party in accordance with Section 16 (Notices) of this Agreement.

10. DISPUTE RESOLUTION

In the event of a dispute between the FVRLD and the City regarding the delivery of services under this Agreement, which cannot be resolved by their respective designated project and fiscal contract managers, the FVRLD's Executive Director and the Vancouver City Manager or their designated representatives shall review such dispute and options for resolution. Any dispute not resolved by the representatives shall be referred to the FVRLD's Executive Director and the Vancouver City Manager. The decision of the FVRLD's Executive Director and the City Manager regarding the dispute shall be final as between the parties.

11. INDEPENDENT CONTRACTOR

The City is and shall at all times be deemed to be an independent contractor in the provision of the services set forth in this Agreement. Nothing herein shall be construed as creating the relationship of employer and employee, or principal and agent, between the FVRLD and the City or between any of the FVRLD's or City's employees. The City shall retain all authority for provision of services, standards of performance, discipline and control of personnel, and other matters incident to the performance of services by the City pursuant to this Agreement. Nothing in this Agreement shall make any employee of the FVRLD an employee of the City or any employee of the City an employee of the FVRLD for any purpose, including but not limited to, for withholding of taxes, payment of benefits, workers' compensation pursuant to Title 51 RCW, or any other rights or privileges accorded their respective employees by virtue of their employment.

12. HOLD HARMLESS/INDEMNIFICATION

- A. **CITY RESPONSIBILITY.** The City agrees to indemnify, defend, save and hold harmless the FVRLD, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, or whatsoever kind or nature, arising out of, or in connection with, or incident to, the negligent performance of the terms and conditions of this Agreement by the City.

1. In the event that any suit based on such a claim, demand, loss, damage, cost, or cause of action is brought against the FVRLD, the FVRLD retains the right to participate in said suit if any principal of public law is involved.
2. This indemnity and hold harmless shall include any claim made against the FVRLD by an employee of the City or subcontractor or agent of the City, even if the City is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW, except to the extent that such liability arises from the sole negligence of the FVRLD.

B. **FVRLD RESPONSIBILITY.** The FVRLD agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, or whatsoever kind or nature, arising out of, or in connection with, or incident to, the negligent performance of the terms and conditions of this Agreement by the FVRLD.

1. In the event that any suit based on such a claim, demand, loss, damage, cost, or cause of action is brought against the City, the City retains the right to participate in said suit if any principal of public law is involved.
2. This indemnity and hold harmless shall include any claim made against the City by an employee of the FVRLD or subcontractor or agent of the FVRLD, even if the FVRLD is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW, except to the extent that such liability arises from the sole negligence of the City.

C. The parties specifically acknowledge that the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that this Agreement provide the broadest scope of indemnity permitted by RCW 4.24.115.

D. If the claims or damages are caused by or result from the concurrent negligence of the parties, their officials, agents or employees, the parties shall be liable only to the proportional extent of their respective negligence.

E. Except as provided herein, the parties shall bear their own costs of enforcing the rights and responsibilities under this Agreement.

F. The parties specifically acknowledge that the provisions contained in this section have been mutually negotiated by them.

13. FORCE MAJEURE

Neither Party shall be held responsible for delay or default caused by fire, riot, acts of God and war which is beyond its reasonable control. The affected party shall, however,

make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under the contract.

14. ASSIGNMENT/SUBCONTRACTING

Neither party shall transfer or assign, in whole or in part, any or all of its respective rights or obligations under this Agreement without the prior written consent of the other. The City shall not subcontract for the provision of any services it is to provide the FVRLD under this Agreement without the prior written consent of the FVRLD.

15. NO THIRD PARTY BENEFICIARY

The FVRLD does not intend by this Agreement to assume any contractual obligations to anyone other than the City. The City does not intend by this Agreement to assume any contractual obligations to anyone other than the FVRLD. The FVRLD and the City do not intend there be any third-party beneficiary to this Agreement.

16. NOTICE

Any notices to be given under this Agreement shall at minimum be delivered, postage prepaid and addressed to the project and fiscal contract managers for the parties and the following:

To the City:

City of Vancouver
Attention: City Manager
PO Box 1995
Vancouver WA 98668-1995

To FVRLD:

Fort Vancouver Regional Library District
Attention: Executive Director
1007 E. Mill Plain Blvd.
Vancouver, WA 98663

The name and address to which notices shall be directed may be changed by either the FVRLD or the City by giving the other party notice of such change as provided in this section.

17. WAIVER

No waiver by either party of any term or condition of this Agreement incorporated in this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or different provision. Any waiver shall not be construed to be a modification of the terms and conditions of this Agreement.

18. SURVIVABILITY.

The following terms and conditions in this Agreement shall survive the expiration or termination of this Agreement:

- A. That portion of Section 6 pertaining to disposition of the Production System upon expiration or termination of this Agreement.
- B. Section 7 – Rights to Programming.
- C. Section 12 – Hold Harmless/Indemnification.

19. AMENDMENT.

The provisions of this Agreement may be amended with the mutual consent of the parties. No additions to, or alterations of, the terms of this Agreement shall be valid unless made in writing and formally approved and executed by the duly authorized agents of both parties.

20. RATIFICATION AND CONFIRMATION.

Acts taken prior to the execution of this Agreement that are consistent with the intent and purpose of the same are hereby ratified and confirmed.

21. DOCUMENT EXECUTION AND FILING

The City and FVRLD agree that there shall be two (2) duplicate originals of this Agreement procured and distributed for signature by the necessary officials of the parties. Upon execution, one executed original of this Agreement shall be retained by the Vancouver City Clerk and one shall be retained by the FVRLD. The Vancouver City Clerk shall cause a copy of this Agreement to be posted on the City website pursuant to Chapter 32, Laws of Washington 2006 (RCW 39.34.040). Upon execution of the originals and posting of a copy on the City's website, each such duplicate original shall constitute an agreement binding upon all parties.

22. INTERLOCAL COOPERATION ACT COMPLIANCE.

Pursuant to RCW 39.34 RCW, the purpose of this Interlocal Agreement is as set forth in Section 1 (Purpose and Background). Its duration is as specified in Section 2. (Duration of Agreement). Its method of termination is set forth in Section 3 (Termination of Agreement). Its manner of financing and of establishing and maintaining a budget therefore is described in Section 5 (Compensation) and Section 8 (Billing Method and Process).

The manner of property acquisition and disposal upon partial or complete termination of this Agreement is specified in Section 6 (Control Booth and Video Production System at the Library).

23. SEVERABILITY

If any section or part of this Agreement is held by a court to be invalid, such action shall not affect the validity of any other part of this Agreement.

24. ENTIRE AGREEMENT

This Agreement contains all of the agreements of the parties with respect to the subject matter covered or mentioned therein, and no prior agreements shall be effective to the contrary.

Exhibit A

Scope of Services

Library Forum Coverage: Video Production Booth

CVTV will cover library sponsored or sanctioned events in the auditorium at the Vancouver Community Library, 911 "C" Street, Vancouver, Washington ("the Library"). Up to twelve (12) sessions per calendar year will be covered at no additional charge to the Fort Vancouver Regional Library District ("FVRLD").

The Vancouver City Council and Clark County Board of Commissioners approved a PEG Capital Grant in August, 2008 for a four-camera production system to be installed at the Library.

The total cost for the equipment, installation, and connection of the Main Library to the Comcast Cable System is currently estimated to be about \$185,000. The equipment will be installed with the FVRLD's permission in the summer of 2011. FVRLD built a room adjacent to the auditorium to use as a video production booth. The room was supplied with adequate power, ventilation and cabling access into the auditorium.

In addition to covering the twelve (12) library sponsored or sanctioned events from the auditorium at the Vancouver Community Library per calendar year, CVTV will air a minimum of 12 replays of each such event on channels 21 and 23. The events will also be placed on the CVTV website.

Additional Event Coverage: Booth Productions

At the request of the FVRLD, CVTV will cover, replay and post additional events at FVRLD request at the Library. Rates for booth coverage for 2011-2016 are included in Exhibit C - CVTV 2011 - 2016 Rate Card

Additional Meeting/Event Coverage - Single Camera Productions

At the request of the FVRLD, CVTV will cover additional events utilizing a single camera when away from the Main Library. Rates for remote coverage for 2011-2016 are included in Exhibit C - CVTV 2011 - 2016 Rate Card.

Additional Meeting/Event Coverage - Remote System Productions

At the request of the FVRLD, CVTV will cover additional events utilizing a mobile remote production system when away from the Main Library. Rates for remote coverage for 2011-2016 are included in Exhibit C - CVTV 2011 - 2016 Rate Card.

Studio System Productions

At the request of the FVRLD, CVTV will produce talk shows or general event coverage utilizing a studio production system. Rates for studio coverage for 2011-2016 are included in Exhibit C - CVTV 2011 – 2016 Rate Card.

Edited Informational Videos

CVTV will produce for the FVRLD on a work order basis edited informational videos for the FVRLD at rates which will vary with content of the program, length of program, number of shooting days required, scripting needs, use of outside voice talent or graphic/animation design, etc. Rates for hourly labor charges for Producers and Video Production Assistants are included in Exhibit C - CVTV 2011 – 2016 Rate Card.

Outside Organization Event Coverage: Video Production Booth

If an organization utilizes the auditorium at the Main Library with the permission of the FVRLD and requests coverage of the event by CVTV, the station may cover the event following their Programming Policies and Procedures included as Exhibit B.

Exhibit B

PROGRAMMING POLICY & PROCEDURES FOR CLARK*VANCOUVER TELEVISION (CVTV)

INTRODUCTION

Clark*Vancouver Television is the local government, non-commercial cable access channel operated and funded by the City of Vancouver and Clark County, Washington. CVTV operates on Comcast Cable Channels 21 and 23, as well as providing video streaming of all programming on CVTV.org. The primary mission of CVTV is to provide video programming about local government and public affairs to the citizens of Vancouver and Clark County. CVTV is the "window on local government" for the citizens of the City of Vancouver and Clark County and as such is an extension of the Open Public Meetings Process. CVTV is a communications vehicle for the City of Vancouver and Clark County.

The policies and procedures articulated below are as comprehensive as possible, but no policy will be able to address every situation. There will always be judgments made as to appropriate programming for CVTV in a community where there is no broadcast television or radio station located in Vancouver or Clark County. CVTV is strongly supported in the community and is seen as a community asset. However, time, resources, and staffing do not permit coverage of all the events and activities requested. CVTV staff treasures the trust placed in the local government channel as a communications tool for Vancouver and Clark County and recognizes that it is likely as the technology and the community evolve, these policies will need to be reviewed and updated as conditions warrant.

GOALS & OBJECTIVES

The objectives of CVTV are:

- To foster an informed and active citizenry by televising the activities of Clark County (County) government, the government of the City of Vancouver (City), and activities officially sponsored or promoted by them.
- To inform citizens about programs and public services provided by the City and County departments and City/County-sponsored agencies.
- To provide information about City and County government and to serve as a medium to present the on-going dialogue on issues pertaining to public policy, local government services and programs of concern to the citizens of the City of Vancouver and Clark County.

- To provide public access to the political and public affairs process in our community, region and state as their "window" on local government, including televising the activities and meetings of other public agencies and institutions.
- To provide information to and help connect Vancouver/Clark County residents by televising select community events and programming that educates citizens about issues of importance to the public.
- To highlight the opportunities for citizen participation in programs, issues and services.
- To offer video support services to the agencies, divisions and departments of the City of Vancouver and Clark County to help explain programs and issues as well as for internal discussions and training.

POLICIES AND RESPONSIBILITIES

- CVTV facilities and programming operate under the jurisdiction of the City Manager and County Administrator. Day-to-day operation of the channel is under the direction of City/County Cable TV Director.
- Section 9 of the cable television franchise agreement, effective November 27, 1997, between TCI of Southern Washington, doing business as Comcast Corporation, the City of Vancouver and Clark County requires that the Grantor (City/County) designate authorized entity or entities to manage or co-manage the Public, Educational and Government Access use channels on the cable system.
- All designated access providers (public, educational, and government) will be evaluated and reviewed annually by the City/County Telecommunications Commission consistent with the provisions of Section 9 of the cable franchise agreement, Section 5.19.300 of the Vancouver Municipal Code and Clark County Code 36.12.160.
- The government access channel is operated by and is for the use of the City of Vancouver and Clark County with day to day operations delegated to the City/County Cable Television Office.
- CVTV is not a "public forum" for use by citizens on a first come/first served basis. That function is fulfilled by FVTV, the Public Access Channel (Channel 11 on the cable system).

- The use of the government access channel and facilities is reserved solely for informational and educational programming created by City or County departments or agencies or provided by another municipality, government, or public agency.
- Other governmental or local interest programming may be produced or aired (e.g. State of Washington – legislative updates from individual local legislators; other local government agencies) subject to the approval of the City/County Cable TV Director, or through the sponsorship or request of a unit of a City or County department.
- When material is determined to be unsuitable for use on the channel, appropriate notification will be made to the submitting agency giving the reasons for the decision.
- Use of CVTV equipment is restricted to CVTV activities or by City or County employees with the permission from the City/County Cable TV Office. Loaning or rental of said equipment for personal or outside agency use is strictly prohibited.
- It is the general policy to retain master tapes of public meetings for a period of two (2) months. Master tapes of forums, concerts, election coverage and general interest programs will be retained for a period of one (1) year. This retention schedule has been approved by the Washington Secretary of State's Office.

CVTV PROGRAMMING

CVTV programming is comprised of the following activities:

- Public Meetings – Regular gavel-to-gavel coverage including the Vancouver City Council, City and County Planning Commission and Telecommunications Commission meetings, Clark County Board of Commissioners, City and County Land Use, City/County Code Enforcement, and Animal Control hearings; as well as special hearings and forums by local, state, and federal agencies. Regular and on-going coverage of the public meetings of other public agencies (e.g. Port of Vancouver) are subject to cost recovery agreements between the agencies and CVTV. All LIVE cablecasts are also videotaped and repeated several times on government access channel.
- City Minutes – A bi-monthly, half hour discussion program about City issues and activities; interviews are aired without editing for time or content.
- Clark County Focus – A monthly half-hour, unedited program which features a panel of local journalists interviewing County elected officials on current topics. (Note: In 2006 the Board of Commissioners adopted a voluntary policy that incumbent commissioner candidates running for election would not appear on Focus programs 60 days prior to a general election.)

- Clark County Close Up – A monthly pre-produced half-hour magazine program about County issues, programs, activities, and personalities.
- Capital Perspectives: A View from the Other Washington – A half-hour program featuring unedited in-depth interviews with either our 3rd District U.S. Representative, one of our two U.S. Senators, the governor, or other elected state officials, such as the Washington State Attorney General.
- Forums and Hearings – CVTV provides complete, unedited coverage of Chamber of Commerce and Columbia River Economic Development Council forums, as well as other special community meetings, hearings and forums.
- Community Events -- CVTV provides complete, unedited coverage of select community events such as major parades (e.g. Veterans Day, Hazel Dell), concerts (Vancouver Symphony, Bravo), commencement exercises (e.g. Clark College, WSUVancouver), local non-profit events (e.g. Red Cross, Loaves & Fishes, etc.) and similar productions. These events are within CVTV's portfolio because they were originally requested by City or County management/elected leadership. Their continued coverage is subject to cost recovery agreements with CVTV no later than January 2010.
- Elections – In cooperation with the League of Women Voters and other community groups, CVTV provides complete coverage of candidates' debates and forums every election year. CVTV produces primary and general election candidate interviews conducted by members of the local media and staff as well as a Video Voters Guide. CVTV also provides live television coverage of primary and general election results in Clark County.
- Special Projects – Community events, documentaries, local government/department promotional pieces, and in-depth coverage of local government issues as they arise – including gavel-to-gavel meeting coverage and interview/discussion programs – is provided.
- Text Messages – Character-generated printed messages about local government events and services appear on the channel whenever there is no video programming.
- Staff Training – Staff orientation videos, lectures, simulations, discussions, and case studies are produced for City or County agencies to aid in staff development and specialized training. These are frequently replayed on a discrete City/County training channel provided by Comcast.

- Outside Source Programs – Some CVTV programming comes from sources outside the City or County. Such programming will be integrated into the overall public information purposes of government access television, and must have prior approval by the City/County Cable TV Director.

PROGRAM PRIORITIES AND SCHEDULING

Scheduling of CVTV is the responsibility of the City/County Cable Television staff under the direction of the Cable TV Director. Production and scheduling of CVTV is on an equitable and non-discriminatory basis according to available City and County funding resources. Production and scheduling is in accordance with channel use priorities (listed below), availability of equipment and resources, and adequate advance notification of the event.

CVTV programming priorities are as follows:

- City of Vancouver and Clark County meetings – at the request of staff or elected officials through the City Manager or the County Administrator. City Council meetings and workshop sessions and Board of County Commissioners hearings receive first priority
- Programming about city and county issues through regular series programs such as City Minutes, Clark County Close Up, etc.
- Training for internal city and county staff, upon the request of staff, especially when televised presentations increase cost efficiencies for the City or the County (e.g. reducing amount of overtime for public safety personnel).
- Events or meetings of other public, partner agencies – if regular coverage of meetings or events are requested or if the production presents technical challenges, arrangements will be negotiated for payment under a fee or cost recovery model
- Public Forums and Public Affairs presentations sponsored by one or more public agency or community partners that are of general, informational public interest
- Local Election Programming – Debates and forums sponsored by third party organizations which are considered neutral and where all candidates or representatives of a ballot issue are invited and present; studio interviews conducted by CVTV staff or local media representatives with candidates or representatives of ballot measures; CVTV Video Voters Guide; debates organized and sponsored by candidates themselves; Primary and General

election nights. In general, events organized and sponsored by single issue advocacy groups, individual citizens, individual neighborhood associations, will not be televised by CVTV. Such event sponsors are encouraged to work with FVTV, the public access channel, to arrange for television coverage.

- Events requested by City or County departments or elected officials that are appropriate public affairs/informational programming such as concerts, parades, panel discussions where City or County staff participate.

EDITING POLICY

- Public Meetings – Public meetings and other public forums and speeches are televised “gavel-to-gavel” without editing for content. Insertion of alphanumeric or computer graphic information or visual aids pertaining directly to the meeting agenda does occur to add clarity to a cablecast.
- Department Programs – Any programming prepared by or provided by an individual City or County department may be modified or edited as appropriate to the policies governing channel use, or as dictated by scheduling and manpower requirements.
- Readerboard – Informational messages programmed for use on the readerboard shall be edited for clarity and to maximize the capacity of the system.
- Interviews/Magazine Programs/Produced Pieces – Interview programs such as Clark County Focus, City Minutes, Capital Perspectives, etc. are NEVER edited for content. Such interviews run in their entirety. Produced pieces such as for Clark County Close Up or profile or promotional productions will be edited as part of the program production.
- Forums, Community Events, Public Meetings etc. – Other CVTV programming is aired in its entirety without editing. Events are televised beginning to end unless there is a break in the program that is not conducive to television (e.g. meals, small group discussions). Occasionally technical problems may occur and a portion of an event or meeting may not be included in what airs on CVTV. In the event of such a problem it is always noted in the final production so viewers are aware of any deletions.
- CVTV Web Site – On-demand video replays of public meetings, talk shows and department programs on the CVTV Web site, www.cvtv.org, may be edited into separate media files for the convenience of web users. Examples include, separating public meetings by agenda items, talk shows by interview topics, election programming by candidate statements, and department programs by stories or features.

COPYRIGHT ISSUES

All regular CVTV productions (i.e., meeting coverage, forums, etc.) and all special projects produced by CVTV will be under the copyright control of the City of Vancouver and Clark County unless one or more of the following apply:

- Language in a grant, or other funding source which pre-exists the production of the work, establishes a different, related entity as the copyright holder.
- An agreement is signed, prior to production of the work, granting ownership of copy right to a different, related entity, such as the funding source of the host or moderator of the program.

For productions copyrighted by CVTV, the practical exercise of copyright control shall belong to the agency within the City or County which funded the production of the work.

Nothing in the above paragraph as regards to public meetings is intended to excuse CVTV from the requirements of the State of Washington's Open Records Act. All requests for video copies of such meetings will be granted, and CVTV has the right to require compensation for expenses involved in creation of those copies.

DUPLICATIONS

CVTV charges for video duplications to recoup expenses involved in creating the copies unless one or more of the following apply:

- Agencies sponsoring events covered by CVTV will be provided one (1) "free" DVD duplication upon request. Agencies will be charged for any additional copies.
- City and County Departments will not be charged for video duplications until 2011 to allow agencies time to plan for the costs during the development of the 2011/2012 biennial budgets.
- Any individual **directly** participating in the development of a CVTV production will be provided one (1) "free" DVD duplication upon request. For example, any individual who comes to the CVTV studio for an interview will be provided a copy upon request. However, individuals appearing in CVTV productions, such as a member of a forum panel, a musician in an orchestra, a citizen giving testimony during a public meeting, would not be provided with a free copy.

USE OF CVTV FOOTAGE IN POLITICAL CAMPAIGNS

Candidates and campaign representatives may utilize CVTV footage in television ads and/or on campaign websites if they follow these guidelines:

CVTV is the local government, non-commercial cable access channel operated and funded by the City of Vancouver and Clark County, Washington. RCW 42.17.130 prohibits use of public facilities for the purpose of assisting a campaign for election of any person to any office or for the promotion of or opposition to any ballot proposition.

Use of CVTV footage in no way constitutes an endorsement of or opposition to any candidate for public office or ballot proposition on the part of CVTV, the City of Vancouver or Clark County.

Any references to CVTV, City of Vancouver or Clark County must be excised from any advertising in connection with promoting or opposing any candidate for public office and/or that any such use be accompanied by the following disclaimer clearly visible on the advertising or campaign web material:

"CVTV footage, obtained pursuant to the Public Disclosure Act, in no way is intended by CVTV, the City of Vancouver, or Clark County to either promote or oppose any candidate for public office or any ballot proposition."

Individuals utilizing CVTV footage that does **not** display the CVTV logo and does **not** contain any reference in connection with promoting or opposing any candidate for public office or ballot proposition, do not need to display the above disclaimer.

READERBOARD

The purpose of the character generated text readerboard on CVTV is:

- To provide calendar or informational messages to citizens about City and County programs and other governmental public services as summarized in the Objective section of this policy.
- To provide informational messages between scheduled programming.
- Information submitted for the readerboard is subject to editing as defined in the Editing section of this policy.
- Sources for information or messages displayed on the readerboard are limited to those generated by:

- a. Departments of the City of Vancouver or Clark County government.
 - b. Request or publication of the State of Washington government.
 - c. Those government agencies in which departments of the City of Vancouver or Clark County are affiliated.
 - d. Promotional information about City or County functions or, City or County sponsored events.
 - e. Other local public, governmental agencies upon request as space permits
- It is the general policy to exclude all other information on the readerboard not described above, except in the following circumstances:
 - a. Emergency notification (severe weather, civil emergencies, failure of local services or systems, hazardous waste, et al.).
 - b. Information not described in this policy as demonstrated by documented inability to secure other public or private print or electronic media. These requests must have prior approval of the City/County Cable TV Director.

PROHIBITIONS

- Any advertising messages on behalf of a political candidate or measure on a ballot. EXCEPT THAT: This does not preclude the presentation of official materials or programming produced by the government access channel which includes the opportunity for all candidates for a particular elective position or proponents of all sides of any issue to appear in an equitable manner.
- Any advertising message on behalf of or opposing any measure proposed by a City or County agency or department or under consideration by the Vancouver City Council or Clark County Board of Commissioners. EXCEPT THAT: This does not preclude the presentation of information derived from Vancouver City Council or Board of Commissioners agendas, meeting notes or programming produced by the government access channel which provides background information on any measure under consideration if the various sides of the issue are presented.
- Any program that promotes a specific religion, religious viewpoint or "call to action"/conversion/fundraising. Such prohibition does not include informational or cultural programming consistent with the City and County Diversity policies or a community event where an invocation or music is incidental to the primary purpose of the program.
- Any promotional material concerning products or services presented for the purpose of any solicitation of funds or other things of value. EXCEPT THAT: This does not prevent the government access channel from seeking underwriters to offset the production costs associated with its programming. Such underwriting shall be acknowledged both before and after the program is aired.

- Any information concerning any lottery, gift enterprise or similar promotion offering prizes based upon lot or chance.
- Any material which constitutes libel, slander, invasion of privacy, violation of trademark, or copyright, or which might violate any local, state or federal law, including FCC regulations.
- Programming produced outside of the CVTV production facilities without prior approval of the City/County Cable TV Director.

EXHIBIT C
CVTV Rate Card for FVRLD 2011 - 2016

Clark/Vancouver Television offers four types of video production; booth, single camera, remote system, and studio. Details regarding each type of productions are found in Exhibit A. The cost for each type of production and video playback is found below.

The typical event covered in the library will be a booth production. As an example, a one-hour event taped in the library auditorium will cost \$227 in production cost and \$338 in video playback cost. The total amount for recording and replaying a one-hour event in 2011 would be \$565. The hourly rates are based off the length of the event taped.

2011

Estimated Cost by Production Type	Program Length			
	1 Hour	2 Hour	3 Hour	4 Hour
Booth Productions	\$227	\$273	\$319	\$365
Single Camera	\$273	\$342	\$411	\$434
Remote System	\$365	\$411	\$457	\$503
Studio System	\$734	\$827	\$1,012	\$1,104
Playback Costs - Min. 12 Airings	\$338	\$338	\$338	\$338
Total Costs				
Booth Productions	\$565	\$611	\$657	\$703
Single Camera	\$611	\$680	\$749	\$772
Remote System	\$703	\$749	\$795	\$841
Studio System	\$1,072	\$1,165	\$1,350	\$1,442
Producer Hourly Rate:	\$88			
Video Production Asst. Hourly Rate	\$23			

2012

Estimated Cost by Production Type	Program Length			
	1 Hour	2 Hour	3 Hour	4 Hour
Booth Productions	\$236	\$284	\$332	\$380
Single Camera	\$284	\$356	\$427	\$451
Remote System	\$380	\$427	\$475	\$523
Studio System	\$763	\$860	\$1,052	\$1,148
Playback Costs - Min. 12 Airings	\$352	\$352	\$352	\$352
Total Costs				
Booth Productions	\$588	\$635	\$683	\$731
Single Camera	\$635	\$707	\$779	\$803

Remote System	\$731	\$779	\$827	\$875
Studio System	\$1,115	\$1,212	\$1,404	\$1,500
Producer Hourly Rate:	\$92			
Video Production Asst. Hourly Rate	\$24			

2013

Estimated Cost by Production Type	Program Length			
	1 Hour	2 Hour	3 Hour	4 Hour
Booth Productions	\$246	\$295	\$345	\$395
Single Camera	\$295	\$370	\$445	\$469
Remote System	\$395	\$445	\$494	\$544
Studio System	\$794	\$894	\$1,095	\$1,194
 Playback Costs - Min. 12 Airings	 \$366	 \$366	 \$366	 \$366
 Total Costs				
Booth Productions	\$611	\$661	\$711	\$760
Single Camera	\$661	\$735	\$810	\$835
Remote System	\$760	\$810	\$860	\$910
Studio System	\$1,159	\$1,260	\$1,460	\$1,560
 Producer Hourly Rate:	 \$95			
Video Production Asst. Hourly Rate	\$25			

2014

Estimated Cost by Production Type	Program Length			
	1 Hour	2 Hour	3 Hour	4 Hour
Booth Productions	\$255	\$307	\$359	\$411
Single Camera	\$307	\$385	\$462	\$488
Remote System	\$411	\$462	\$514	\$566
Studio System	\$826	\$930	\$1,138	\$1,242
 Playback Costs - Min. 12 Airings	 \$380	 \$380	 \$380	 \$380
 Total Costs				
Booth Productions	\$636	\$687	\$739	\$791
Single Camera	\$687	\$765	\$843	\$868
Remote System	\$791	\$843	\$894	\$946
Studio System	\$1,206	\$1,310	\$1,519	\$1,622
 Producer Hourly Rate:	 \$99			
Video Production Asst. Hourly Rate	\$26			

2015

Estimated Cost by Production Type	Program Length			
	1 Hour	2 Hour	3 Hour	4 Hour
Booth Productions	\$266	\$319	\$373	\$427
Single Camera	\$319	\$400	\$481	\$508
Remote System	\$427	\$481	\$535	\$588
Studio System	\$859	\$967	\$1,184	\$1,292
 Playback Costs - Min. 12 Airings	 \$395	 \$395	 \$395	 \$395
 Total Costs				
Booth Productions	\$661	\$715	\$769	\$822
Single Camera	\$715	\$796	\$876	\$903
Remote System	\$822	\$876	\$930	\$984
Studio System	\$1,254	\$1,363	\$1,579	\$1,687
 Producer Hourly Rate:	 \$103			
Video Production Asst. Hourly Rate	\$27			

2016

Estimated Cost by Production Type	Program Length			
	1 Hour	2 Hour	3 Hour	4 Hour
Booth Productions	\$276	\$332	\$388	\$444
Single Camera	\$332	\$416	\$500	\$528
Remote System	\$444	\$500	\$556	\$612
Studio System	\$893	\$1,006	\$1,231	\$1,343
 Playback Costs - Min. 12 Airings	 \$411	 \$411	 \$411	 \$411
 Total Costs				
Booth Productions	\$687	\$743	\$799	\$855
Single Camera	\$743	\$827	\$911	\$939
Remote System	\$855	\$911	\$967	\$1,023
Studio System	\$1,304	\$1,417	\$1,642	\$1,754
 Producer Hourly Rate:	 \$107			
Video Production Asst. Hourly Rate	\$28			

Exhibit D**Vancouver Community Library
Inventory of Video Production System**

Qty.	Manuf.	Model No.	Description	Price Ea.	Extend
1	Broadcast Pix	Granite 1000	16 Input HD switcher and character generator	35,000	35,000
1	JVC	DT-V20L3GZ	20-inch LCD Monitor with SDI Option and Rack Mounts	3,700	3,700
1	Panasonic	TH50PF10U	50-inch HD Monitor	2,130	2,130
1	Sony	KV-13FS100	13-inch Color Television	180	180
1	Yamaha	CDC-585	5 Disc Carousel CD Changer	149	149
1	Yamaha	1V96VCM	Audio Mixer	2,000	2,000
4	Panasonic	HE870N	2/3" 3-ccd HD Multi-Purpose Camera	10,000	40,000
4	Panasonic	AW-HHD870	HD-SDI Option Card	1,700	6,800
4	Fujinon	HAs18x7.6BMD	18x HD Motor Drive Zoom Lens	8,500	34,000
4	Panasonic	AW-PH4360	Pan/Tilt Units	4,200	16,800
4	Panasonic	AW-PS300	AC Adapter	720	2,880
1	Panasonic	AW-PS505A	AC Adapter	720	720
1	Panasonic	AW-RP400	Multi Function Control Pannel	6,000	6,000
1	Hotronic	ATS-512S	Single Channel TBC/Synchronizer	1,000	1,000
1	HP	L2105tm	21-inch LCD Monitor	300	300
1	AJA	GEN10	HD/SD Synchronizer/Generator	400	400
2	Shure	SCM810	Automatic Microphone Mixer with RKC800 XLR kits	1,388	2,776
1	Leader	LV 7330	Multi SDI Rasterizer	6,200	6,200
1	Winsted		5-Bay 21" (12U) Slope Video Console with casters	6,393	6,393
1	Maxcom	MX270	Transmission/Receiver	1,900	1,900
Subtotal					\$169,328
Tax					\$13,885
Grand Total					\$183,213