

CITY OF OREGON CITY PERSONAL SERVICES AGREEMENT

This PERSONAL SERVICES AGREEMENT ("Agreement") is entered into between the CITY OF OREGON CITY a municipal corporation of the State of Oregon ("City"), and Friends of Willamette Falls Media Center, an Oregon non-profit entity ("Consultant") for a Community Media Center for Production and Channel Management.

RECITALS

A. City requires services that Consultant is capable of providing under the terms and conditions hereinafter described.

B. Consultant is able and prepared to provide such services as City requires under the terms and conditions hereinafter described.

The parties agree as follows:

AGREEMENT

1. Term. The term of this Agreement shall be from July 1, 2015 until July 1, 2017, unless sooner terminated pursuant to provisions set forth below. However, such expiration shall not extinguish or prejudice City's right to enforce this Agreement with respect to (i) breach of any warranty; or (ii) any default or defect in Consultant's performance that has not been cured.

2. Compensation. City agrees to pay Consultant on a time-and-materials basis for the services required. Total compensation, including reimbursement for expenses incurred, shall not exceed \$149,500.00.

3. Scope of Services. Consultant's services under this Agreement shall consist of services as detailed in Exhibit A, attached hereto and by this reference incorporated herein.

4. Standard Conditions. This Agreement shall include all of the standard conditions as detailed in Exhibit B, attached hereto and by this reference incorporated herein.

5. Integration. This Agreement, along with the description of services to be performed attached as Exhibit A and the Standard Conditions to Oregon City Personal Services Agreement attached as Exhibit B, contain the entire agreement between and among the parties, integrate all the terms and conditions mentioned herein or incidental hereto, and supersede all prior written or oral discussions or agreements between the parties or their predecessors-in-interest with respect to all or any part of the subject matter hereof.

6. Notices. Any notices, bills, invoices, reports or other documents required by this Agreement shall be sent by the parties by United States mail, postage prepaid, or personally delivered to the addresses below. All notices shall be in writing and shall be effective when delivered. If mailed, notices shall be deemed effective forty-eight (48) hours after mailing, unless sooner received.

To the City:

City of Oregon City
PO Box 3040
625 Center Street
Oregon City, OR 97045
Attention: City Manager

To Consultant:

Friends of Willamette Falls Media Center
1101 Jackson Street
Oregon City, OR 97045
Attention: Melody Ashford, Executive Director

Consultant shall be responsible for providing the City with a current address. Either party may change the address set forth above for purposes of notices under this Agreement by providing notice to the other party in the manner set forth above.

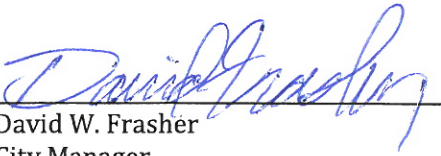
7. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the state of Oregon without resort to any jurisdiction's conflicts of law, rules or doctrines.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly appointed officers on this 26th day of June, 2015.

CITY OF OREGON CITY

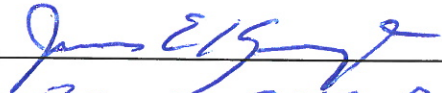
FRIENDS OF WILLAMETTE FALLS MEDIA
CENTER

By:


David W. Frasher

Title: City Manager

By:


Title: BOARD CHAIR

Title:

DATED:

June 17, 2015.

DATED:

6-26, 2015

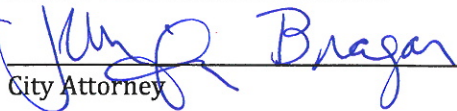
By:


Kattie Riggs

Title: City Recorder

APPROVED AS TO LEGAL SUFFICIENCY:

By:


City Attorney



CITY OF OREGON CITY QUOTE FOR PUBLIC/GOVERNMENT SERVICE

DESCRIPTION OF ORGANIZATION

The Friends of Willamette Falls Media Center is the governing body for Willamette Falls Media Center (WFMC). The Board of Directors of the Friends of Willamette Falls Media Center creates policy and provides a budget for WFMC Operations. Detailed information regarding the selection, role and scope of authority of the Board of Directors can be found in the By-Laws of the organization.

Friends of Willamette Falls Media Center, Inc. (Friends of WFMC) was incorporated in the State of Oregon on October 17, 2011, registry number: 807118-99. WFMC have been awarded 501(c)(3) status with EIN number: 80-0762454. The media center functions as a Public, Education and Government (PEG) community facility serving greater the Clackamas County area. WFMC offers the community education in full digital media production along with operating the local PEG channels on the cable system.

WFMC will provide management for the access channels, studio facilities, video equipment check-out, training in the latest digital media production, and will provide playback opportunities on the community cable channels. Staff is working with the Oregon City School District to develop and expand current programming, which will also serve as a model to work with other local school districts to provide similar programming. WFMC intends to engage community residents with communications media to permit the sharing of ideas, facilitating solutions to strengthen and support the education, cultural and civic fabric of Clackamas County.

Willamette Falls Media Center has provided quality community media since 1985. The facility is located at 1101 Jackson St, in the Historic McLoughlin Neighborhood of Oregon City (2009). The media center currently manages five local PEG channels to include Damascus, Milwaukie, Oregon City, Wilsonville and Unincorporated Clackamas County. To view these television channels you must have a cable subscription. Willamette Falls Media Center also provides programming for an sixth channel referred to as the Cable Access Network (CAN) Channel. This channel is for local origination only provided by WFMC producers. This channel cablecasts out to Washington, Multnomah, Clark-WA, Yamhill, Columbia, and Clackamas Counties.

As a community media resource, Willamette Falls Media Center not only provides channel management, but also puts community franchise fees and discretionary capital funds to work in

the form of community media connectivity and media literacy. WPMC's network provides a spectrum of opportunities in media production, production management and methods for content delivery. WPMC's award winning staff not only produces media content for the cities, but provides channel management consulting and technical support. The staff works with all levels of experience in media production. Residents of the Oregon City area served by the PEG agreements can come into the facility and participate in the Media Production Program for little out of pocket cost. Participants will be required to register as a producer and follow the facilities "Operating Rules", as set forth by management. WPMC requires playback of all final productions on the Cable Channel.

SCOPE OF WORK

System Concept and Solution

PUBLIC ACCESS

1. WPMC will provide Oregon City residents with full access to the WPMC studio to produce and edit TV programs for showing on the public access channel. WPMC maintains production equipment and scheduling of equipment rentals for use by residents.
2. Residents of the City of Oregon City will be allowed to cablecast programs on public access channels.
3. WPMC professional staff will assist with production, editing and cablecasting.
4. City residents may submit information and event announcements for the community video boards for the public and government access channels.
5. Residents will be provided with full access to education and training for media production classes.
6. WPMC will maintain accessibility of services to Oregon City residents by:
 - Scheduling, monitoring, and maintaining editing and production facilities
 - Monitoring equipment and performing maintenance as needed
 - Managing and coordinating cablecast of programming on the Public Access channel, according to an established cablecast schedule

GOVERNMENT ACCESS

1. WPMC can and will provide the City with a videographer to operate the City-owned on-site audio/video equipment located at City Hall, 625 Center Street for two (2) Commission meetings, two (2) Planning Commission meetings, and one (1) Commission Work Session each month, for a total of sixty (60) meetings annually. The City will be provided with a videographer, as needed on call, for any additional meetings, which will be contracted according to rate schedule A.
2. In the event a meeting is cancelled, the City must notify WPMC of the cancellation 24 hours prior to the start of the meeting. If a 24 hour notification is not, given the City will incur a charge of \$100.00.
3. WPMC will produce audio/video media copies of meetings as needed.

4. WPMC will create community video boards with the information and event announcements provided by the city.
5. WPMC will monitor audio and video output of each meeting cablecast on the government channel to ensure the highest quality within equipment capacity.
6. WPMC can and will coordinate, develop, maintain, and manage the programming and playback of an established schedule for all programs and meetings.
7. As a Non-profit entity, WPMC has the benefit of providing cost effective strategies for your City. WPMC staff will work with City staff and the City's cable provider to enhance audio and video quality of all cablecasts and will coordinate selection and purchase of appropriate equipment.
8. WPMC will monitor City-owned equipment and perform basic maintenance as needed. (ie. On-site trouble shooting and assessment. Minor adjustments and repair of cables, cords or connectors replacement.) Materials will be billed at cost. Other repairs will be charged at an additional rate, Schedule B, plus vendor fee.
9. WPMC will provide media transport, as necessary.
10. WPMC can provide staff on call (by phone) to trouble shoot playback errors, within one hour of when they are identified.
11. Videographers will arrive on site no less than one (1) hour prior to the meeting start time.

Program Management Structure

WPMC Executive Director will be the direct contact to the City of Oregon City. The Executive Director will assign appropriate WPMC staff for all projects. Assigned WPMC staff will provide lead on the project with ongoing communications with WPMC Executive Director. Any changes in scope of project will be agreed upon and approved between WPMC Executive Director and designated City of Oregon City Staff. WPMC's professional staff is cross trained with similar skills in all aspects of media production.

Staffing will be included in the contract base rates, unless otherwise stated.

GENERAL FACILITY STAFFING

- **Executive Director:** Melody Ashford.
- **Executive Assistant:** Shelly Ostrowski
- **Instruction/Studio Operation: Primary** - Steve Tarantola; **Support Staff** - Steve Johnson, and Melody Ashford.
- **IT/Playback Operations and Community Boards: Primary** - Joshua Reynolds; **Support Staff** - Steve Tarantola, Steve Johnson, and Melody Ashford.
- **Consultations, Facility Engineering, and Maintenance/Upgrades: Primary** - Steve Johnson; **Support Staff** - Melody Ashford and Steve Tarantola.
- **Content Delivery Specialists:** Steve Tarantola.
- **Production and Outreach Projects:** Melody Ashford, Steve Johnson, and Steve Tarantola.
- **Finance Billing/Invoicing: Primary** - Stephanie Head; **Support Staff** - Melody Ashford, Friends of WPMC Board, and contracted CPA services.

GOVERNMENT ACCESS

- **Government Channel and Site Management:** Melody Ashford.
- **City Government Meetings: Primary Videographer** - Rene Hinneburg; **Back-up/On-Call** - Melody Ashford, Steve Tarantola, and Tim Zagone.
- **Consultations and Maintenance:** Steve Johnson and Melody Ashford.
- **Playback Operations and Community Boards: Primary** - Joshua Reynolds; **Support Staff** - Melody Ashford.
- **Additional Government Videography, Productions Services and Training:** Melody Ashford, Steve Tarantola, Steve Johnson, Carl Wikman, and Tim Zagone.

Prior Experience

- **Executive Director:** Melody Ashford, 31 years in media production and 25 of those years in community media services and operating an independent production company. Experienced in all phases of production, instruction, live events, field production and post-production.
- **Executive Assistant:** Shelly Ostrowski, 17 years of general office and customer service, in addition to majoring in Business Administration and Marketing.
- **Engineering:** Steve Johnson, A Degree in Television Technology, 40 years in technical A/V services and engineering. Worked for WFTV/WPMC 30 years.
- **Location Videographer:** Carl Wikman, Multi-Media Producer, over 42 years. The last 13 yrs. employed as primary videographer for WPMC assigned to Cities of Milwaukie and Wilsonville. Vast background in all phases of production, design, instruction and familiar with Granicus support.
- **Studio Specialist:** Steve Tarantola, A graduate of Florida State University B.S. in Film/Media Production. Over 20 year's professional multi-media experience in digital video production and editing. Also an instructor in the field of digital media and television.
- **Bookkeeper/Administrative Assistant:** Stephanie Head, 22 years with bookkeeping experience and eight of those years as a full charge bookkeeper for a non-profit.

Authorized Negotiator

Jim Kunze, Chair - Friends of Willamette Falls Media Center
1101 Jackson Street, Oregon City, OR 97045
Cell Phone: 503-422-7128
Email: j.kunze@gmail.com

Budget

Fiscal Year 2015/2016

PROGRAM AREA-Schedule A	MONTHLY AMOUNT	BUDGET AMOUNT
Public Access Operation	\$1833.33	\$22,000.00
Government Access Operation	\$1833.33	\$22,000.00

Fiscal Year 2015/2016		
PROGRAM AREA-Schedule A	MONTHLY AMOUNT	BUDGET AMOUNT
Base Rate	\$3666.66	\$44,000.00
Population Rate	\$1586.83	\$19,042.00
Proposed Annual Budget Total (Schedule A)		\$63,042.00

Fiscal Year 2016/2017		
PROGRAM AREA-Schedule A	MONTHLY AMOUNT	BUDGET AMOUNT
Public Access Operation	\$1833.33	\$23,100.00
Government Access Operation	\$1833.33	\$23,100.00

Fiscal Year 2016/2017		
PROGRAM AREA-Schedule A	MONTHLY AMOUNT	BUDGET AMOUNT
Base Rate	\$3666.66	\$46,200.00
Population Rate	\$1586.83	\$19,042.00
Proposed Annual Budget Total (Schedule A)		\$65,242.00

Attachments:

Schedule A: Rates

Schedule B: Basic Services Descriptions

Schedule C: Rate Card

SCHEDULE A
RATE SUMMARY SHEET

SCHEDULE A - RATE SUMMARY SHEET FY 15/16	
CITY OF OREGON CITY	
	RATE
Gov. Basic Channel Management (5) Meetings and Management	\$22,000
Public Basic Channel Management	\$22,000
POPULATION-BASED RATE FOR MUNICIPALITIES (PER 10,000) \$5,500	
Oregon City based on 34,622 population	\$19,042
Annual Budget Total	\$63,042
ADDITIONAL SERVICE FEES (all meetings include full channel delivery Schedule B)	
	RATE
ADDITIONAL MEETING - ANNUAL RATE (6 hrs @ \$250 x 12 per yr)	\$3,000

SCHEDULE A - RATE SUMMARY SHEET FY 16/17	
CITY OF OREGON CITY	
	RATE
Gov. Basic Channel Management (5) Meetings and Management	\$23,100
Public Basic Channel Management	\$23,100
POPULATION-BASED RATE FOR MUNICIPALITIES (PER 10,000) \$5,500	
Oregon City based on 34,622 population*	\$19,042
Annual Budget Total	\$65,242
ADDITIONAL SERVICE FEES (all meetings include full channel delivery Schedule B)	
	RATE
ADDITIONAL MEETING - ANNUAL RATE (6 hrs @ \$250 x 12 per yr)	\$3,000

*5% increase only on channel participation rate, population rate will only increase every two years based on the census.



Basic Services – SCHEDULE B

GOVERNMENT SERVICES

The following proposal is presented for your consideration. The following information addresses your Government Channel management, operations and videography services.

PRODUCTION SERVICES: CONTENT ACQUISITION

Videographer

- 60 City meetings in commission chambers (i.e., City Work sessions/Commission or Planning)
- Each meeting based on 6 hours (meeting over 6 hours \$50/hour over contract)
- Includes basic encoding for each meeting and delivery for cablecast and web distribution

CHANNEL MANAGEMENT: CONTENT DELIVERY & DISTRIBUTION

Programming & Playback

- Create Playback schedules
- Manage multiple formats for encoding and direct playback
- Operate computer devices and software for execution of program schedule
- Media inventory traffic (Manage media library for archival as necessary)
- Technical Support for City staff and citizens inquiries for channel playback
- Provide assistance to citizens for in-house viewing of programs or copies.
- Community Readerboard - Communications for local cablecast of city, bureau, and organizational news and information, updated by-monthly.

Master Control/Cablecast Head End (Cablecast Operations)

- Staff engineer works directly with cable provider to ensure the transmission meets technical and content regulations (FCC)
- Around-the-clock continuous operations, through on-site and remote networks
- Monitoring the quality and accuracy of on-air programming
- Troubleshooting equipment malfunctions, includes basic onsite repair of cable connections and fittings, assess equipment for 3rd party vendor service as needed (additional Engineering install or replacement at \$50 hr. over contract)
- On- call to work directly with cable providers on cablecasting interruptions
- On-going assessment for future build and technology challenges

Additional Options

- On location-LIVE Event recording coordination and implementation
(See RATE CARD, Schedule C)

SCHEDULE C

Additional Services Rate Card

Production Services

Studio Options: Live or live to tape programming

A. Four Hour/Half day Session	\$925
Includes audio, lighting, and basic graphics (credits & talent ID's)	
Studio set-up, pre-light and strike time (standard: two hours)	\$100
Additional hours (defaults to full day rate after 8 hours)	\$150/hour
B. Eight Hour/Full Day Session	\$1,450
Three Cameras with production crew	
Includes audio, lighting, and basic graphics (credits & talent ID's)	
Studio Set-up, pre-light, and strike time (standard: two hours)	

Multi-Camera Mobile Production:

For Live recorded programming	
Fully loaded, with 3 person crew	
Base fee for the first 2 hours	\$325/hour
Set-up and strike time (standard: two hours)	\$100/hour
Transportation (flat rate within coverage area)	\$50/hour
Additional Hours	\$125/hour

Field Production: All options include a videographer and production associate.

Canon HFX-100 HD	
(Includes field lighting kit and audio package)	
Half day	\$275
Full day	\$480
Additional Videographer	\$75/hour

Post Production Editing:

Staff editor (three hour minimum)	\$50/hour
(Includes digital editing, audio mixing, and basic titling)	

Additional Production Considerations:

CG/Graphic design Pre and Post-Production	\$65/hour
DVD authoring, set-up & design	\$65/hour

Project Consultation: No charge for the first hour

Additional consult (Charged in 15-minute increments)	\$50/hour
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