

**COOPERATIVE AGREEMENT GCA 5208  
BETWEEN  
THE STATE OF WASHINGTON  
DEPARTMENT OF TRANSPORTATION  
AND  
SHORELINE COMMUNITY COLLEGE**

**COPY**

THIS AGREEMENT is made and entered into by and between the Washington State Department of Transportation, hereinafter referred to as "WSDOT," and Shoreline Community College, hereinafter referred to as "SHORELINE CC," collectively "PARTIES" or individually "PARTY."

WHEREAS, WSDOT desires to enter into an agreement with SHORELINE CC to provide fundamental video editing training to WSDOT employees and follow-up consulting services, hereinafter referred to as "TRAINING". The goal is to have WSDOT employees become expert enough at operating their own video equipment to be able to produce their own documentary videos of WSDOT construction projects, and

WHEREAS, SHORELINE CC indicated it has the necessary professional skills to provide the necessary TRAINING to meet WSDOT's requirements, and

WHEREAS, it is deemed to be in the best interest of WSDOT to list specific items to be included in the TRAINING to be performed by Shoreline CC, and

WHEREAS, WSDOT is obligated for the cost of the work and materials to be provided and described herein,

NOW, THEREFORE, by virtue of chapter 39.34 RCW, and in consideration of the terms, conditions, covenants and performance contained herein, IT IS MUTUALLY AGREED AS FOLLOWS:

**1.0 DESCRIPTION OF WORK**

1.1 SHORELINE CC agrees to train up to six WSDOT employees, over a three month period, in the fundamentals of video editing. TRAINING shall be customized to the specific needs of WSDOT employees. SHORELINE shall provide training texts to supplement the formal TRAINING.

1.2 TRAINING shall take place at WSDOT's Northwest Region facility located at 15700 Dayton, Seattle WA. TRAINING shall include, but not be limited to the following:

- o shoot broadcast quality video and audio
- o digitize video into the editing system from the camera, from DVDs, and VHS tapes
- o realistically estimate the resources and timelines needed to complete a video project
- o edit clean sound and pictures with hard cuts and dissolves using the matrix software elements
- o change video and audio levels so they are uniform throughout the project
- o use all audio and video channels and know why we might want to use multiple channels
- o tell a compelling and relevant story using video
- o close out a project, dub it to DVD or VHS, make multiple copies
- o trouble shoot
- o produce or alter videos so they are Internet-ready
- o produce or alter videos so they are commercial television broadcast quality, for example, what is title-safe?

1.3 Upon completion of the initial TRAINING, SHORELINE CC shall provide WSDOT advice, assistance and consultation, over the next six month period, in the editing of WSDOT construction project videos to produce quality documentary videos.

## 2.0 PERIOD OF PERFORMANCE

2.1 TRAINING shall begin in April 2007 and be completed by June 30, 2007.

2.2 TRAINING shall be accomplished in 2, two-hour training sessions per week for a total of twelve (12) weeks.

2.3 Additional assistance and consultation shall be provided over a period of six months. Consulting services shall be limited to a maximum of eight hours per month and shall be scheduled by mutual agreement of the PARTIES.

2.4 Consulting services shall begin in July, 2007; shall be completed by December 31, 2007; and shall be scheduled by mutual agreement of the PARTIES.

## 3.0 PAYMENT

3.1 SHORELINE CC shall submit monthly invoices to WSDOT for the actual hours of services provided as follows:

**Invoices for Curriculum and Instruction, Coordination, Supplies for the months of April, May and June 2007 shall be:**

April	\$4780
May	\$4780
June	\$4780

**Invoices for Consulting Services for the months of July, August, September, October, November and December, 2007 shall be:**

July	\$105 an hour up to a maximum of	\$840
August	\$105 an hour up to a maximum of	\$840
September	\$105 an hour up to a maximum of	\$840
October	\$105 an hour up to a maximum of	\$840
November	\$105 an hour up to a maximum of	\$840
December	\$105 an hour up to a maximum of	\$840

Maximum contract amount	\$19,380
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3.2 SHORELINE CC may submit detailed invoices at any time but no more than once per month. WSDOT agrees to pay a properly detailed and approved invoice within thirty (30) days of receipt.

3.3 Invoices shall be sent to: Washington State Department of Transportation  
Kaye Thomas MS NB82-101  
PO Box 330310  
Seattle, WA 98133-9710

#### 4.0 INDEPENDENT CAPACITY

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

#### 5.0 AGREEMENT ALTERATIONS AND AMENDMENTS

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

#### 6.0 TERMINATION

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

#### 7.0 TERMINATION FOR CAUSE

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

#### 8.0 DISPUTES

8.1 In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each PARTY to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the PARTIES here

#### 9.0 INDEMNIFICATION AND HOLD HARMLESS

9.1 Each PARTY shall protect and hold harmless the other PARTY, its officers, officials, employees, and/or agents from and against all claims, suits or actions arising from an intentional or negligent act or omission of that PARTY, its officers, officials, employees, and/or agents while performing under the terms of this agreement. In the event of a claim for damages of any nature whatsoever arising out of the performance of this Agreement caused by the concurrent actions of the PARTIES, their officers, officials, employees, and/or agents, each PARTY shall provide its own defense and be liable for damages (to both persons and/or property), costs, fees or other amounts only to the extent of its individual actions that are the basis for the imposition of liability or damages. The provisions of this section shall survive the termination of this agreement.

10.0 ASSIGNMENT

10.1 The work to be provided under this Agreement, and any claim arising hereunder, is not assignable or delegable by either PARTY in whole or in part, without the express prior written consent of the other PARTY.

11.0 WAIVER

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

12.0 CONTRACT MANAGEMENT

12.1 The program manager for each of the PARTIES shall be responsible for and shall be the contact person for all communications regarding the performance of this Agreement.

The Program Manager for WSDOT is: Stan Suchan, WSDOT Public Affairs, 15700 Dayton Ave, P.O. Box 98133-9710, Seattle, WA 98133-9710, (360) 440-4698, [SuchanS@wsdot.wa.gov](mailto:SuchanS@wsdot.wa.gov)

The Program Manager for Shoreline CC is: John Bonner, Director of LFP/Extended Learning, 16101 Greenwood Avenue N, Shoreline, WA 98133, (206) 533-6707, [jbanner@shoreline.edu](mailto:jbanner@shoreline.edu)

IN WITNESS WHEREOF, the parties have executed this Agreement, effective the last date signed below.

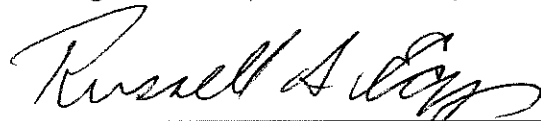
Shoreline Community College



Stuart Trippel  
Acting Vice President for Administrative Services

Date: 2007-07-12

Washington State Department of Transportation



Russell S. East  
Assistant Regional Administrator  
King and Snohomish Counties

Date: 4/13/07

APPROVED AS TO FORM:

ATTORNEY GENERAL'S OFFICE

By:   
Ann E. Salay

Printed Name: \_\_\_\_\_

Date: 4-6-07