

**INTERAGENCY AGREEMENT BETWEEN
SEATTLE PUBLIC SCHOOL DISTRICT #1
AND WASHINGTON STATE UNIVERSITY FOR
KWSU AND KTNW PUBLIC TELEVISION**

FILE

WSU C# 15110

WHEREAS, the Washington State University Foundation has received a request from the Talaris Foundation for production of a 7-minute video; and

WHEREAS, the Washington State University Foundation has identified funds to support the production; and

WHEREAS, the Talaris Foundation has selected the Seattle Public School District #1 Instructional Broadcast Center as the production entity; and

WHEREAS, the Washington State University Foundation has requested production oversight from KWSU and KTNW Public Television staff; and

WHEREAS, KWSU and KTNW Public Television and Seattle Public School District #1 staff are committed to produce the video.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties agree as follows:

1. Parties.

This Agreement is entered into by and between Seattle Public School District #1, commonly known as Seattle Public Schools, a Washington municipal corporation ("SPS"), and Washington State University ("WSU"), an institution of higher education of the state of Washington.

2. Purpose and Description of Services.

The purpose of this Agreement is to produce a 7-minute video, "Getting School Ready", for the Talaris Foundation. The WSU Foundation has received the funds from the Talaris Foundation as has requested KWSU and KTNW provide oversight of the production.

3. Term.

This Agreement shall commence upon full execution of this Agreement and shall continue through ~~May 31, 2003~~.

4. Fees for Services.

June 30, 2003

Uy [Signature] RWW

JUN 26 2003

WSU shall pay SPS \$15, 805 for production services upon completion of the project.

5. WSU Rights and Responsibilities.

- 5.1** WSU shall act as Executive Producer of the project.
- 5.2** WSU agrees to cover the cost of all videotape stock used for production of the program and required dubs.
- 5.3** WSU will provide company logo and any additional artwork to be used in video program, the SPS website or in any print promotional materials generated by SPS.
- 5.4** WSU will obtain releases, licenses or other authorizations for materials it furnishes to the SPS for broadcast and/or production use.
- 5.5** Shall make payment to SPS for amount billed by SPS per the terms and conditions of this Agreement within thirty (30) calendar day's receipt of an acceptable invoice.

6. SPS Rights and Responsibilities.

- 6.1** SPS will provide program broadcast, video production, videotape dubbing, and other necessary service.
- 6.2** SPS will provide physical space for a desk, equipment, videotapes, and other supplies in support of the project. The location and configuration of said space shall be determined by the staff of SPS.
- 6.3** SPS will provide office resources, including photocopy, fax, telephone, and office supplies in support of the project.
- 6.4** SPS will provide acceptable invoice for charges at SPS's established public agency rate.

7. Rights and Responsibilities of Both Parties.

7.1 Coordinator of Services. Each party hereby designates the following persons to be their Coordinator of Services under this Agreement: For Washington State University: Television Station Manager; For Seattle Public Schools: Instructional Broadcast Center Manager.

8. Facility Access.

Each party shall provide a right of access to all facilities and programs described herein to the other party, its officers, agents and employees, and to any other agent or official of the federal, state or local governmental authorities, at all reasonable times, for the purpose of monitoring and evaluating performance, compliance with this Agreement, safety of staff; and insurance loss control review.

9. No Dual Employment.

Nothing contained in this Agreement, or related documents shall be construed as creating any form of an employment relationship between SPS and WSU or the agents, officers, volunteers or employees of WSU, the officers, agents, employees or volunteers of the WSU shall not be entitled to any rights or privileges of employment with SPS. WSU assumes exclusive responsibility for any and all actions, rights and obligations of its officers, agents, employees or volunteers. SPS employees and students do not, by this Agreement, become agents or employees of WSU. Accordingly, SPS employees and its students shall not be entitled to any rights and privileges established for employees of WSU, such as vacation, sick leave with pay, paid days off, life, accident and health insurance or severance pay upon termination of this Agreement.

10. Nondiscrimination/Anti-Harassment.

In the performance of this Agreement, the parties assure compliance with state and federal guidelines and regulations regarding nondiscrimination and harassment involving any employee/student on the basis of race, color, gender, religion, national origin, creed, marital status, age, sexual orientation, pregnancy, familial status, Vietnam era or disabled Veteran status, or the presence of any sensory, mental, or physical disability in employment, services, or any other benefits under the Agreement.

11. Insurance.

During the term of this Agreement, both parties shall maintain in force at their own expense, property/casualty insurance in an amount sufficient to replace any or all equipment owned by that party and subject to this service Agreement.

12. Indemnification/Hold Harmless/Duty to Defend.

WSU shall defend, indemnify, hold and save harmless SPS from all loss, damage, liability, or expense (including expense of litigation), resulting from any actual or alleged injury or death of any person, or from any actual or alleged loss of or damage to any property, caused by or resulting from any negligent act or omission of WSU in performance of WSU's responsibilities contained in this Agreement. This Agreement to defend, indemnify and hold harmless shall be triggered upon the assertion of any claim against SPS within the scope of the indemnification and hold harmless.

SPS shall defend, indemnify, hold and save harmless WSU from all loss, damage, liability or expense (including expense of litigation), resulting from any actual or alleged injury or death of any person, or from any actual or alleged loss of or damage to any property, caused by or resulting from any negligent act or omission of SPS in performance of SPS's responsibilities contained in this Agreement. This Agreement to defend, indemnify and hold harmless shall be triggered upon the assertion of any claim against WSU within the scope of the indemnification and hold harmless.

13. Licenses, Permits, Certificates.

Each party to this Agreement shall obtain and maintain in effect during the term of this Agreement all license, permits and certificates required by law which are applicable to their respective performance pursuant to this Agreement.

14. Governing Law.

The terms of this Agreement shall be governed by the laws of the State of Washington as they are now or as amended. The parties shall comply with all laws, ordinances and regulations of governmental bodies applicable to this Agreement as well as applicable local policies and procedures.

15. Damage to Property

Each Party shall be responsible to the other for damage caused by one party to the property owned by the other party. Each party shall be responsible to replace the damaged property to the satisfaction of the party who owned the property.

Each party shall be responsible to protect buildings and grounds from damage and shall be responsible for cleaning up property used by that party.

16. Assignment/Binding Effect.

Performance of any or all aspects of this Agreement may not be assigned without written authorization by the other party. Likewise, neither party may assign their respective rights to any claims or actions arising out of or relating to this Agreement without written authorization from the other party.

17. Integration/Modification.

This Agreement constitutes the entire and exclusive agreement between the parties regarding this matter and no deviations from its terms shall be allowed unless a formal, written, mutual agreement occurs between the parties. No such modification shall be valid unless the written modification is first provided via certified mail or personal delivery to each of the parties listed below. Actual receipt by either party constitutes compliance with the requirement to send by certified mail or personal delivery.

18. Termination.

Either party may terminate this Agreement without cause by giving one (1) month written notice via certified mail.

19. Written Notice. Notices shall be sent to the parties as follows:

IBC Manager
Seattle Public School District #1
Mail Stop 33-901
PO Box 34165
Seattle, WA 98124-1165
Federal Tax ID: 91-6001541

General Manager
KWSU and KTNW Public Television
382 Murrow Center/WSU
P.O. Box 642530
Pullman, WA 99164-2530
Federal Tax ID: 91-6001108

20. Waiver of Breach/Default.

No waiver of any breach of any term of this Agreement shall be construed, nor shall be, a waiver of any other breach of this Agreement. No waiver shall be binding unless it is in writing and signed by the party waiving the breach.

21. Severability.

If any provision of this Agreement is determined to be invalid or ultra vires under any applicable statute or rule of law, it is to that extent to be deemed omitted and the balance of the Agreement shall remain enforceable.

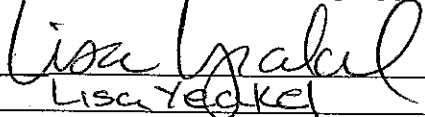
22. Mandatory Dispute Resolution Procedure.

If a dispute arises, a dispute board shall resolve the dispute like this: Each party to this agreement shall appoint a member to the dispute board. These board members shall jointly appoint an additional member to the dispute board. The dispute board shall evaluate the facts, contract terms, applicable statutes and rules, then determine a resolution. The dispute board's determination shall be final and binding on the parties.

23. Authority to Sign and Obligate.

The undersigned represent and warrant that they are authorized to enter into this Agreement on behalf of the parties.

SEATTLE PUBLIC SCHOOLS:



Lisa Yeakel

Lisa Yeakel
TV Studio Manager, IBC

Date 5-23-03

WASHINGTON STATE UNIVERSITY:



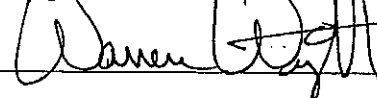
Greg Royer

Vice President for Business Affairs


Date 6/20/03

RECOMMENDED BY:

Warren Wright, Television Station Mgr.

Date 

APPROVED AS TO FORM:



Nancy J. Doane

Assistant Attorney General

Date 6-19-03