



WASHOE COUNTY

Integrity Communication Service

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CM/ACM _____
Finance _____
DA _____
Risk Mgt _____
HR _____
Other _____

STAFF REPORT

BOARD MEETING DATE: May 23, 2017

DATE: Monday, May 15, 2017

TO: Board of County Commissioners

FROM: Nancy Leuenhagen, Communications Director,
Office of the County Manager
nleuenhagen@washoecounty.us; 328-6169

THROUGH: Melanie Lever, C.P.M., Purchasing & Contracts Manager,
Comptroller's Office
mlever@washoecounty.us; 328-2281

SUBJECT: Recommendation to approve the Professional Services Agreement for Video Broadcasting and Production Services to SoSu TV, 300 E. Second Street, Suite 1405, Reno, NV 89501 in the not to exceed annual amounts of [\$127,000] for FY18, [\$130,000] for FY19 and [\$132,000] for FY20 and optional services not to exceed [\$5,000] annually, unless approved by the County Manager. If approved, authorize the Purchasing and Contracts Manager to execute the agreement for Professional Services for the initial term of July 1, 2017 through June 30, 2018 with two (2) one-year renewal options at the County's discretion. (All Commission Districts)

SUMMARY

Recommendation to approve the Professional Services Agreement for Video Broadcasting and Production Services to **SoSu TV**, amounts of [\$127,000] for FY18, [\$130,000] for FY19 and [\$132,000] for FY20 and optional services not to exceed [\$5,000] annually, unless approved by the County Manager, and, if approved, authorize the Purchasing and Contracts Manager to execute the agreement for the initial term with two (2), one- year renewal options.

Washoe County Strategic Objective supported by this item: Regional and Community Leadership

PREVIOUS ACTION

6/17/14: Board of County Commissioners awarded RFP 2899-14 for Video Broadcasting and Production Services for an initial 12-month contract for the period July 1, 2014 through June 30, 2017 with an option to renew the resulting agreement for two (2) one-year renewals with SoSU TV.

AGENDA ITEM # 17

6/28/11: Board of County Commissioners approved 12-month contract for the period July 1, 2011 through June 30, 2012 with an option to renew the resulting agreement for two single year renewals with G3 Productions LLC.

5/10/11: Board of County Commissioners approved release of a new bid for Video Broadcasting and Production Services for the period July 1, 2011 through June 30, 2012 with an option to renew the resulting agreement for two single year renewals.

6/11/10: Board of County Commissioners approved a 12-month contract (July 1, 2010 to June 30, 2011) with G3 Productions LLC for video broadcasting/production services in the amount of \$135,504.

5/12/09: Board of County Commissioners approved a 12-month contract (July 1, 2009 to June 30, 2010) with G3 Productions LLC for video broadcasting/production services in the amount of \$125,508.

9/23/08: Board of County Commissioners approved a 9-month contract (October 1, 2008 to June 30, 2009) with G3 Productions LLC for video broadcasting/production services in the amount of \$101,628.

BACKGROUND

SoSu TV and the Communications Division have been working to enhance Washoe County's communication through Charter 193, Washoecounty.us, social media and our Northern Nevada media partners. The FY 18 objective of the Board's strategic goal 'Regional and Community Leadership' is working as a professional, unified team. SoSu TV is an integral part of that goal, and with the newly renovated Board of Commission Chamber TV studio, along with capital improvement funding for the control room and new studio, it is imperative that the Communications division continues its partnership with SoSu TV to accomplish these goals. Professional services contracts, like the one being proposed, are awarded on the basis of the qualifications and professional skill of the service providers rather than on cost alone. SoSu has demonstrated its ability to use discretion and judgment in deciding how to provide the highest quality broadcasts of county events.

FISCAL IMPACT

Funds for broadcasting and original production video services were planned for in the Communications and Engagement 2017-18 budget and the annual contracted amounts of [\$127,000] for fiscal year 18, [\$130,000] for fiscal year 19 and [\$132,000] for fiscal year 20, in addition to any optional services requested will be funded from Communications and Engagement's Service Contract account #101600-710200.

RECOMMENDATION

It is recommended that the Board approve the Professional Services Agreement for Video Broadcasting and Production Services to SoSu TV, 300 E. Second Street, Suite 1405, Reno, NV 89501 in the not to exceed annual amounts of [\$127,000] for FY18, [\$130,000] for FY19 and [\$132,000] for FY20 and optional services not to exceed

[\$5,000] annually, unless approved by the County Manager. If approved, authorize the Purchasing and Contracts Manager to execute the agreement for Professional Services for the initial term of July 1, 2017 through June 30, 2018 with two (2) one-year renewal options at the County's discretion.

POSSIBLE MOTION

Should the Board agree with Staff's recommendation, a possible motion would be "move to approve the Professional Services Agreement for Video Broadcasting and Production Services to SoSu TV, 300 E. Second Street, Suite 1405, Reno, NV 89501 in the not to exceed annual amounts of [\$127,000] for FY18, [\$130,000] for FY19 and [\$132,000] for FY20 and optional services not to exceed [\$5,000] annually, unless approved by the County Manager. If approved, authorize the Purchasing and Contracts Manager to execute the agreement for Professional Services for the initial term of July 1, 2017 through June 30, 2018 with two (2) one-year renewal options at the County's discretion."

AGREEMENT FOR VIDEO BROADCASTING AND PRODUCTION SERVICES

THIS AGREEMENT, entered into this 1st day of July, 2017 and effective immediately by and between SoSu TV (hereinafter called the "CONTRACTOR" and WASHOE COUNTY, NEVADA (hereinafter called "COUNTY"), WITNESSETH THAT,

WHEREAS, COUNTY desires to engage the CONTRACTOR to provide Video Broadcasting and Production Services, **NOW, THEREFORE**, the parties hereto mutually agree as follows:

- (1) **Employment of CONTRACTOR.** COUNTY agrees to engage the CONTRACTOR and the CONTRACTOR hereby agrees to perform the services described in the CONTRACTOR's Professional Services Contract Proposal dated April 19, 2017 attached to this Agreement as Exhibit A.
- (2) **Time of Performance.** The services to be performed hereunder by the CONTRACTOR shall be performed during the initial period commencing July 1, 2017 through June 30, 2018 with the COUNTY retaining the option to renew this Agreement for two additional, one year periods.
- (3) **Compensation.** The COUNTY agrees to pay the CONTRACTOR pursuant to CONTRACTOR'S Contract Proposal, Exhibit A, for video broadcasting and production services indicated in Exhibit A not to exceed the following total sum per fiscal year without the prior approval of the COUNTY'S Communications and Engagement Manager:

FY18	\$127,000
FY19	\$130,000
FY 20	\$132,000

The COUNTY agrees to pay the CONTRACTOR at a rate of \$80.00 per hour for optional graphic design services on retainer, up to a total of \$5,000 (62.5 hours). Any additional requested hours will be approved by the County Manager's Office and will be billed at a rate of \$80.00 per hour.

- (4) **Method of Payment.** The CONTRACTOR shall bill COUNTY monthly for all video broadcasting and production services provided under this Agreement. COUNTY shall pay approved invoices within thirty (30) days of receipt.
- (5) **Changes.** COUNTY may, from time to time require changes in the scope of services of the CONTRACTOR to be performed hereunder. Such changes, which are mutually agreed upon by and between COUNTY and the CONTRACTOR, shall be incorporated in written amendment to this Agreement.

- (6) **Services and Materials to be Furnished by COUNTY.** COUNTY shall furnish the CONTRACTOR with all available necessary information, data, and material pertinent to the execution of this Agreement. COUNTY shall cooperate with the CONTRACTOR in carrying out the work herein and shall provide adequate staff for liaison with the CONTRACTOR.
- (7) **Termination of Agreement.** Either party may terminate this Agreement without cause or penalty upon thirty (30) days written notice. In addition, if for any cause, the CONTRACTOR shall fail to fulfill in timely and proper manner his obligation under this Agreement, COUNTY shall thereupon have the right to terminate this Agreement by giving written notice to the CONTRACTOR of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. County shall only be financially obligated for that portion of the work completed by the CONTRACTOR and accepted by COUNTY through the date of termination.
- (8) **Information of Reports.** The CONTRACTOR shall, at such time and in form as COUNTY may require, furnish such periodic reports concerning the status of projects, such statements, and copies of proposed and executed plans and other information relative to projects as may be requested by COUNTY. The CONTRACTOR shall furnish COUNTY, upon request, with copies of all documents and other material prepared or developed in relation with or as part of project.
- (9) **Records and Inspections.** CONTRACTOR shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of one year after the completion of the project. COUNTY shall have free access at all proper times to such records, and the right to examine and audit the same and to make transcripts there from, and to inspect all program data, documents, proceedings, and activities.
- (10) **Completeness of Contract.** This Agreement (contract) and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.
- (11) **COUNTY Not Obligated to Third Parties.** COUNTY shall not be obligated or liable hereunder to any party other than the CONTRACTOR.
- (12) **When Rights and Remedies Not Waived.** In no event shall the making by COUNTY of any payment to the CONTRACTOR constitute or be construed as a waiver by COUNTY of any breach of covenant, or any default which may exist on the part of the CONTRACTOR and the making of any such payment by COUNTY while any such breach or default shall exist in no way impairs or prejudices any right or remedy available to COUNTY in respect to such breach or default.

- (13) **Insurance.** Washoe County has established specific indemnification and insurance requirements for contracts with contractors to help ensure that reasonable insurance coverage is maintained. Indemnification and hold harmless clauses are intended to ensure that CONTRACTOR is aware of and accepts the responsibility for losses or liabilities related to their activities. Exhibit B, pages 1-4, is attached and included by reference. All conditions and requirements identified in this Exhibit shall be completed prior to the commencement of any work under this contract/agreement.
- (14) **Rights of Title.** All source code, reports, programs, manuals, disks, tapes, and any other material prepared by or worked upon by CONTRACTOR's employees under this Agreement shall be the exclusive property of COUNTY, and COUNTY shall have the right to obtain from CONTRACTOR and/or CONTRACTOR's employees, and to hold in COUNTY's name copyrights, trademark registrations, patents, or whatever protection COUNTY may deem appropriate to the subject matter. CONTRACTOR agrees to give to COUNTY all assistance reasonably required to perfect the rights herein above defined.
- (15) **Personnel.** The CONTRACTOR has all personnel required in performing the services under this Agreement. All of the services required hereunder will be performed by the CONTRACTOR or under CONTRACTOR'S supervision, and all personnel engaged in the work shall be qualified to perform such services.
- (16) **Assignability.** The parties hereby agree that CONTRACTOR may not assign, convey or transfer its interest, rights and duties in this Agreement without the prior written consent of COUNTY.
- (17) **Notices.** Any notices, bills, invoices, or reports required by this Agreement shall be sufficient if sent by the parties in the United States mail, postage paid, to the addresses noted below:

For County:

Nancy Leuenhagen
Communications Director
Washoe County
P.O. Box 11130
Reno, Nevada 89520
Email: nleuenhagen@washoecounty.us

For Contractor:

Dana Hatjakes & Mark Hatjakes
SoSu TV
300 E. Second St. Suite 1405
Reno, NV 89501
Email: dana@sosu.tv

- (18) **Governing Laws.** The validity, interpretation, performance, and enforcement of this Agreement shall be governed by the laws of the state of Nevada. The proper venue shall be Washoe County, or if appropriate the Federal District Court sitting in Washoe County, Nevada.

- 19) **Non-Appropriation of Funds.** In the event the proper appropriation of funds for the continuation of this Agreement is not available for any fiscal year after the first fiscal year, then this Agreement may be terminated. To effect the termination of this Agreement, COUNTY shall, within thirty (30) days following the beginning of the fiscal year for which the proper appropriation is not available, provide CONTRACTOR with written notice of the failure to obtain the proper appropriation of funds. Such notice shall be accompanied by the payment of all sums then owed CONTRACTOR under this Agreement, if any. No penalty shall accrue to COUNTY in the event of exercise of termination due to non-appropriation.
- (20) **Hold Harmless.** The COUNTY will hold harmless the CONTRACTOR in regards to the programming content or related broadcast issues, excepting those content or broadcast issues which arise solely from the negligent acts, errors or omissions of CONTRACTOR.
- (21) **Scope of Agreement.** The CONTRACTOR'S relationship to the COUNTY will be that of independent contractor and at all times this relationship will be governed by and be in compliance with the terms of this Agreement. Nothing in this Agreement is intended to, nor will in any manner be construed to create the relationship of employer/employee between the parties. COUNTY will not be responsible for payment or withholding of unemployment compensation, FICA, income tax, retirement, life and/or medical insurance and worker's compensation based on payments due CONTRACTOR hereunder as CONTRACTOR is an independent contractor. Further, it is understood that CONTRACTOR, in its performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has no authority to bind COUNTY to any agreements or undertakings.

IN WITNESS WHEREOF, COUNTY and the CONTRACTOR have executed this Agreement as of the date first written above.

SoSuTV

By: Da Han

Title: President

Date: 5-8-17

WASHOE COUNTY

By: _____

Melanie Lever, C.P.M.
Purchasing & Contracts Manager

Date: _____



Professional Services Contract - Washoe County
Communications Division

Office of the County Manager

April 19, 2017

Prepared by: Dana Hatjakes

Prepared for: Nancy Leuenhagen

Background

Executive Summary

At SoSu.TV, we understand the importance of providing timely information about our regional government through the County's cable television station, WCTV, the county website and social media. We get it. Our company's core competency in broadcast television production has its roots at the network level. In the last three years we have been able to increase the quality of broadcasts through the upgrade to HD with high quality graphics, and professional staff.

Citizen engagement is key, and as citizens continue to unplug their cable services and tune-in online, it is the responsibility of government to connect with citizens at multiple touch points. Using new technologies and distribution models including online and social media platforms, SoSu.TV's innovative and integrated broadcast and programming strategies have helped to grow the community impact of the County's video production while increasing transparency.

SoSu.TV has taken the Office of the County Manager television channel to a new level of production quality while developing professional, engaging original content. In addition, we have developed new distribution streams to ensure every citizen can access the critical information provided by Office of the County Manager and its constituents. Our reporting has helped quantify the efficiency and engagement of our work together.

We have and will continue to imagine, implement and invigorate the Office of the County Manager broadcasting infrastructure by becoming an engaging television network, combining a national-level look with innovative distribution streams. These distribution streams include YouTube channel, social media presence, and videos on Granicus / Office of the County Manager website.

Scope of video broadcasting and production services offered

Location of Services and Hours of Operations

- Locations of production services will be split onsite/offsite, based on Office of the County Manager needs
- Our office hours are 9am-6pm Monday through Saturday
- On-call hours will extend to meet the needs of regularly occurring public meetings

Support Services

SoSu.TV currently has three (3) staff members and one (1) intern. We have the staff available to produce original content development, manage online distribution channels and manage the regularly occurring public meetings. We also will manage and deliver reporting on a monthly basis. SoSu.TV owns cutting-edge HD production gear and a full-service greenscreen studio that will be used for field work and additional production. We will employ a multiple camera set-up, which includes 3 point lighting, hand-held and lavalier microphones, tripods/dollies, lenses, crane, motorized slider, and on-the-go live-to-internet/broadcast switching and editing capabilities. We also have a complete Livestream HD500 studio in-a-box that can be used on-site or on-location with the capability of multi-camera live shoots streamed directly to the internet, YouTube, and facebook.

Staff and Volunteer Training

We have perfected a training program working with TMCC Intern Scholarship Program to train students on the use and best practices of video production and social media marketing and distribution. We have developed standard operating procedures for each element of our work to make training easy and accessible. Our current employees have been through this program and are trained in video broadcast production including script writing, storyboarding, on-location shoots, studio shoots, livestream shoots and post production editing. We also have formally trained graphic design artists.

Program Performance Analytics

- Establishment of specific performance measures to be reported to Communications Director on a quarterly basis.
- Performance Report: Reported monthly. Included in this analysis will be a number-based system to include number of videos produced, number of hours spent per video, billboards produced, number of broadcast hours for live meetings, and graphic design hours.

Budget - Statement of Work

Statement of work and fixed price fee

Live Broadcasting Coverage of Public Meetings (\$90 per hour).....\$ 27,000.

- Staff to run cameras, switcher, audio, and graphics
- 1-2 Staff members
- Approximately 300 Hours

Original Content Development and Distribution (\$100 per hour).....\$ 60,000.

- 6-8 basic content pieces per month
- Content includes groundbreaking, presentations, State of the County, and constituent communications
- PSA's/Web Based Promos for Broadcast/Internet Channel
- Approximately 600 Hours

Programming Services/Maintenance (\$60 per hour).....\$ 37,440.

- Channel Programming/Online Channel Programming/Admin Meeting Hours
- Bulletin Boards/Scheduling/Preparing files for broadcast/online distribution/Preventative maintenance
- Web Streaming/VOD Services/YouTube creation and maintenance
- Approximately 624 Hours

Consulting Services (\$75 per hour).....\$ 2,560.

- Strategic Direction of Broadcast Communications Content
- Work with Network Engineers to Refine Infrastructure for Studio
- Consulting for any hardware upgrades/replacements to County Production Gear
- Social Media Best Practices/Internet Channel Strategy
- Approximately 34 Hours

As Needed - Graphic Design Services (\$80 per hour).....up to \$5,000.

- Graphic Design services will be delivered at a rate of \$80 an hour up to the total amount of \$5000.00 - approximately 62.5 hours

- Any additional hours will be approved by the Manager's Office and billed at the hourly rate of \$80

Travel and Lodging.....N/A.

Total for Services.....\$ 127,000.

Added Value

SoSu.TV provides gear for on-location shoots including cameras, audio equipment, and lighting gear. We maintain and provision production gear to minimize error and increase efficiency. We also provision and maintain editing equipment for production use.

SoSu.TV assumes the cost of DVD, label, and printer ink procurement to keep branding consistent and minimize county administrative time and cost.

Fee Summary

Live Broadcast of Meetings	\$27,000
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- Staff to run cameras, switcher, audio, and graphics
- 2 Staff members
- 300 Hours

Original Content Development **\$60,000**

- 6-8 basic content pieces per month = to 50 hours
- Content includes groundbreaking, presentations, State of the County, and constituent communications
- PSA's/Web Based Promos for Broadcast/Internet Channel
- 600 Hours

Programming Services/Maintenance **\$37,440**

- Channel Programming/Online Channel Programming/Admin Meeting Hours
- Bulletin Boards/Scheduling/Preparing files for broadcast/online distribution/Preventative maintenance
- Web Streaming/VOD Services/YouTube creation and maintenance
- 624 Hours

Consulting Services/Contingency **\$2,560**

- Strategic Direction of Broadcast Communications Content
- Work with Network Engineers to Refine Infrastructure for Studio
- Consulting for any hardware upgrades/replacements to County Production Gear
- Social Media Best Practices/Internet Channel Strategy
- 32 Hours

Total Fees for Above Services - Year 1, 2, and 3 **\$0**

Year One Fee for Services including Broadcast, Video Production, Maintenance and Consulting - \$127,000

Year Two Fee for Services including Broadcast, Video Production, Maintenance and Consulting - \$130,000

Year Three Fee for Services including Broadcast, Video Production, Maintenance and Consulting - \$132,000

Project Total **\$127,000**

Optional Items

Note: Optional items are not included in proposal fees

As Needed Graphic Design Services - Retainer	\$5,000
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- Graphic Design services will be delivered at a rate of \$80 an hour up to the total amount of \$5000.00 - 62.5 hours
- Any additional hours will be approved by the Manager's Office and billed at the hourly rate of \$80

Why Choose SoSu.TV?

Office of the County Manager needs to focus on the big picture of running its business. That's why you want a company like SoSu.TV to worry about all the details of making a great impression with your customers. Here is just a sample of what we will bring to the table in our work for Office of the County Manager:

SoSu.TV's founders have over 30 years combined experience working in network broadcast, marketing, web and graphic design. We have worked with local networks, governments, business owners, and non-profits to produce both live broadcast shows and produced content. We have worked with clients in both the private and public sectors giving us a broad range of experience. SoSu.TV, headquartered in downtown Reno, has been in operation for five years. In that time, our company has produced hundreds of social media videos and hundreds of hours of live broadcast material. Over a half million people have viewed our content.

Terms and Conditions

Once the project fee is paid in full to SoSu.TV, any elements of text, graphics, photos, contents, trademarks, or other artwork furnished to Office of the County Manager for inclusion in the website are owned by Office of the County Manager.

SoSu.TV assumes Office of the County Manager has permission from the rightful owner to use any code, scripts, data, and reports provided by Office of the County Manager for inclusion in its materials, and will hold harmless, protect, and defend SoSu.TV from any claim or suit arising from the use of such work.

SoSu.TV retains the right to display graphics and other web content elements as examples of their work in their portfolio and as content features in other projects.

SoSu.TV provides full refunds up until 48 hours before shoot date. Refunds are not honored after this time.

This agreement becomes effective only when signed by agents of Office of the County Manager and SoSu.TV. Regardless of the place of signing of this agreement, Office of the County Manager agrees that for purposes of venue, this contract was entered into in NEVADA and any dispute will be litigated or arbitrated

in NEVADA.

The agreement contained in this contract constitutes the sole agreement between Office of the County Manager and the SoSu.TV regarding all items included in this agreement.

Exhibit B**INSURANCE, HOLD HARMLESS AND INDEMNIFICATION REQUIREMENTS FOR VIDEO BROADCASTING AND PRODUCTION SERVICES****INDEMNIFICATION**

As respects acts, errors or omissions in the performance of professional services, CONTRACTOR agrees to indemnify and hold harmless COUNTY, its officers, agents, employees, and volunteers from and against any and all claims, demands, defense costs, liability or consequential damages of any kind or nature arising directly out of CONTRACTOR'S negligent acts, errors or omissions in the performance of its professional services under the terms of this agreement.

As respects all acts or omissions which do not arise directly out of the performance of professional services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, CONTRACTOR agrees to indemnify, defend (at COUNTY'S option), and hold harmless COUNTY, its officers, agents, employees, and volunteers from and against any and all claims, demands, defense costs, liability, or consequential damages of any kind or nature arising out of or in connection with CONTRACTOR'S (or Sub-consultant, if any) performance or failure to perform, under the terms of this agreement; excepting those which arise out of the negligence of COUNTY.

CONTRACTOR must either defend COUNTY or upon determination that the work performed by CONTRACTOR was in any manner negligent or that CONTRACTOR failed to perform any duty set forth in this Agreement pay COUNTY'S cost of defense for any claim, demand, action or cause of action.

If COUNTY'S personnel (attorneys, engineers or other professionals) are involved in defending such legal actions, CONTRACTOR shall also reimburse COUNTY for the time spent by such personnel at the rate charged for such services by private professionals.

In determining the nature of the claim against COUNTY, the incident underlying the claim shall determine the nature of the claim, notwithstanding the form of the allegations against COUNTY.

GENERAL REQUIREMENTS

COUNTY requires that CONTRACTOR purchase Industrial Insurance, General and Auto Liability Insurance as described below against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work here under by CONTRACTOR, its agents, representatives, employees or Sub-consultants. The cost of all such insurance shall be borne by CONTRACTOR.

INDUSTRIAL INSURANCE

It is understood and agreed that there shall be no Industrial Insurance coverage provided for CONTRACTOR or any Sub-consultant by COUNTY. CONTRACTOR agrees, as a precondition to the performance of any work under this Agreement and as a precondition to any obligation of the COUNTY to make any payment under this Agreement to provide COUNTY with a certificate issued by an insurer in accordance with NRS 616B.627 and with a certificate of an insurer showing coverage pursuant to NRS 617.210.

Should CONTRACTOR be self-funded for Industrial insurance, CONTRACTOR shall so notify COUNTY in writing prior to the signing of any agreement. COUNTY reserves the right to approve said retentions and may request additional documentation, financial or otherwise for review prior to the signing of any agreement.

MINIMUM LIMITS OF INSURANCE

CONTRACTOR shall maintain limits no less than: