AGREEMENT

This AGREEMENT is entered into on this the

day of ,

20 , by and between Hardin County Educational and Community Television (“HCEC-

TV”), a division of the Hardin County Schools, and the Hardin Memorial Hospital (“HMH Board”) for the July 1, 2017-June 30, 2018 fiscal year.

WHEREAS, HMH Board hereby agrees to retain the services of HCEC-TV to provide television production services for meetings of the Hardin Memorial Hospital pursuant to the following terms and conditions:

1. HCEC-TV shall provide appropriate staff for performance services such as multi- camera pre/post production setup and removal, editing, graphics, music licensing, DVD and MPEG fabrication, playback facilitation, and administration of scheduling. Further, HCEC-TV will retain and provide archives of recordings available on an MPEG file and/or DVD for a period of four years.

2. HCEC-TV will air each meeting a minimum of six times on the following cable channels: Comcast, Brandenburg Telecom and Spectrum Cable Providers. HCEC-TV will endeavor to air an open-captioned production of the meeting of HMH Board on the Thursday after the meeting at 11:00 a.m. It will also air Saturday and the following Tuesday at 11:00 a.m. The meeting will also air Thursday at 9:00 p.m. and Saturday at 5:00 p.m. and Tuesday at 11:00 p.m. The air dates and schedule will be published in *The News-Enterprise* and on the HCEC-TV website.

3. HCEC-TV will provide a DVD and MPEG file [with the flash drive being provided by HMH Board] of HMH Board regular monthly meetings. It is agreed that the DVDs and MPEGs are provided to HMH Board with all rights to that recording, including duplication and re-use at the discretion of HMH Board. HCEC-TV shall provide additional copies of DVDs or MPEG4 requested by HMH Board at the cost of $10.00 per item.

4. In return for the services described, HMH Board shall pay to HCEC-TV the sum of Seven Thousand Five Hundred Sixty Dollars ($7560.00) annually for coverage of its nine regular meetings. HCEC-TV will invoice HMH Board monthly with each regular meeting costing $840.00{$140.00 per hour with a six-hour minimum charge}. In addition to this fee, HMH Board shall be invoiced for any/all captioning services added to HMH Board’s programming by HCEC-TV. There will not be a charge for any services for HMH Board meetings cancelled and not videotaped.

5. In addition to the annual compensation of $8400.00, HMH Board shall pay

$140.00 per hour, with a two-hour minimum charge, for special meetings of HMH Board. HMH Board shall pay $140.00 per hour, or any part of an hour, for a special meeting that extends beyond 10:00 a.m.

 6. HMH Board agrees to hold harmless the Hardin County Schools, the Hardin County Board of Education, and HCEC-TV from any and all liability, claim, action, damage, expense, and loss of any kind (including attorney’s fees) caused by or arising out of: (1) HCEC- TV’s providing broadcast and media services, including but not limited to multi-camera, pre/post production setup/removal, editing, graphics, music licensing, DVD and MPEG fabrication, playback facilitation, administration of the schedule and video streaming on HCEC- TV website; (2) the exercise by HCEC-TV of any of the rights granted by HMH Board herein (3) HMH Board’s breach or alleged breach of any provision hereof or any statement, action or failure to act by HMH Board during or in connection with HCEC-TV’s broadcast and media services; and (4) HMH Board’s violation of any law, rule or regulation.

HARDIN COUNTY BOARD OF EDUCATION HARDIN MEMORIAL HOSPITAL

By:\_

By:\_

 THIS INSTRUMENT PREPARED BY THE OFFICE OF:

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