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 County Fiscal Court (“Fiscal Court”) for the July 1, 2017-June 30, 2018 fiscal year.

WHEREAS, Fiscal Court hereby agrees to retain the services of HCEC-TV to provide television production services for meetings of the Hardin County Fiscal Court 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 Fiscal Court 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 Fiscal Court] of Fiscal Court regular monthly meetings and a DVD of participation on “Issues and Insights” each month. It is agreed that the DVDs and MPEGs are provided to Fiscal Court with all rights to that recording, including duplication and re-use at the discretion of Fiscal Court. HCEC-TV shall provide additional copies of DVDs or MPEG4 requested by Fiscal Court at the cost of $10.00 per item.

4. In return for the services described, Fiscal Court shall pay to HCEC-TV the sum of Sixteen Thousand Eight Hundred Dollars ($16,800.00) annually. HCEC-TV will invoice Fiscal Court monthly with each regular meeting costing $700.00{$140.00 per hour with a five- hour minimum charge}. In addition to this fee, Fiscal Court shall be invoiced for any/all captioning services added to Fiscal Court’s programming by HCEC-TV. There will not be a charge for any services for Fiscal Court meetings cancelled and not videotaped.

5. In addition to the annual compensation of $16,800.00, Fiscal Court shall pay

$140.00 per hour, with a two-hour minimum charge, for special meetings of Fiscal Court. Fiscal Court shall pay $140.00 per hour, or any part of an hour, for a meeting that extends beyond 6:00 p.m.

6. Fiscal Court 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 Fiscal Court herein (3) Fiscal Court’s breach or alleged breach of any provision hereof or any statement, action or failure to act by Fiscal Court during or in connection with HCEC-TV’s broadcast and media services; and (4) Fiscal Court’s violation of any law, rule or regulation.

HARDIN COUNTY BOARD OF EDUCATION HARDIN COUNTY FISCAL COURT

By:\_

By:\_

THIS INSTRUMENT PREPARED BY THE OFFICE OF:

Donald E. Skeeters, Esq., R. Terry Bennett, Esq.

David T. Wilson II, Esq., Michael A. Pike,Esq.

Dustin C. Humphrey, Esq.

SKEETERS BENNETT WILSON & PIKE

550 W. Lincoln Trail Blvd. P.O. Box 610

Radcliff, Kentucky 40160

270-351-4404

\\sbwpsrv\public\pam.whobrey\DTW\HCEC-TV Agreement.docx