8 April 2019

**This is a decision paper.**

# TO: Members of the Hardin County Board of Education

**FROM: Teresa Morgan, Superintendent**

SUBJECT: Approval of HCEC-TV Contract for Production Services for videotaping Hardin County Fiscal Court Meetings for FY 2019-2020

**DISCUSSION:**

Hardin County Educational and Community Television is submitting the following contract with Hardin County to videotape its July 2019-June 2020 regular meetings for approval by the Hardin County Board of Education. These contracts are for services provided by HCEC-TV for the video production coverage and facilitation of the Hardin County Fiscal Court meetings.

**RECOMMENDATION:**

We recommend that the Hardin County Board of Education approve the attached contracts for HCEC-TV to provide video production services for Hardin County Government for regular meetings beginning July 2019-June 2020.

**RECOMMENDED MOTION: I move that the Board approve the attached HCEC-TV contracts for the 2019-2020 fiscal year.**

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 July 1, 2019-June 30, 2020 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 and streamed on the HCEC-TV YouTube Channel. HCEC-TV will 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 Seventeen Thousand Seven Hundred Sixty Dollars ($17,760.00) annually. HCEC-TV will invoice Fiscal Court monthly with each regular meeting (24 meetings) costing $740.00{$148.00 per hour with a five-hour minimum charge per meeting}. In addition to this fee, Fiscal Court shall be invoiced for any/all captioning services (approximately $1.00 per audio minute of the mastered meeting) 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 $17,760.00, Fiscal Court shall pay

$148.00 per hour, with a two-hour minimum fee, for Special Meetings. Fiscal Court shall pay $148.00 per hour, or any part of an hour, for a special meeting that extends beyond 6:00 p.m. Fiscal Court shall be invoiced for the captioning services ($1.00 per audio minute of the mastered special meeting).

 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 ORIGINALLY PREPARED BY:

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