

**HARDIN COUNTY FISCAL COURT
RESOLUTION NO. 2022-083**

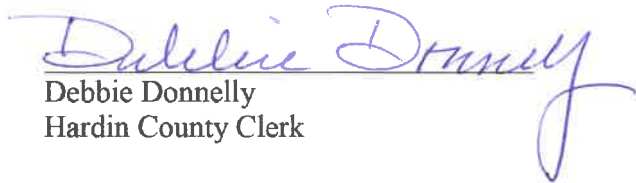
BE IT RESOLVED, upon recommendation of Judge/Executive Harry L. Berry, to authorize the Judge/Executive to renew the Production Service Fee Agreement with Hardin County Educational and Community Television. This agreement provides for all services related to recording the Hardin County Fiscal Court meetings for the Fiscal Year 2022/2023.

ADOPTED, by Hardin County Fiscal Court in its regular meeting on 26 April 2022.



Harry L. Berry
Hardin County Judge/Executive

ATTEST:



Debbie Donnelly
Hardin County Clerk

AGREEMENT

This AGREEMENT is entered into on this the 26 day of April, 2022 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, 2022-June 30, 2023 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 or MPEG file [with the flash drive being provided by Fiscal Court] of Fiscal Court regular monthly meetings and a DVD or MPEG file of participation on "Issues and Insights" each month if requested. 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 Eighteen Thousand Dollars (\$18000.00) annually. HCEC-TV will invoice Fiscal Court monthly with each regular meeting (24 meetings) costing \$750.00{\$150.00 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 \$1.30 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 \$18000.00, Fiscal Court shall pay \$150.00 per hour, with a two-hour minimum fee, for Special Meetings. Fiscal Court shall pay \$150.00 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 (\$1.30 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: 

HARRY L. BERRY
Hardin County Judge/Executive
150 N. Provident Way
Elizabethtown, Kentucky 42702

THIS INSTRUMENT ORIGINALLY PREPARED BY:

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