

AGREEMENT

THIS AGREEMENT made and entered into this _____ day of December, 2012, by and between Sedgwick County hereinafter referred to as "County," and Kansas Public Telecommunications Service, Inc., hereinafter referred to as "KPTS."

WITNESSETH:

WHEREAS, Sedgwick County desires to provide live television coverage and closed captioning services of regular County Commission meetings; and

WHEREAS, KPTS, a nonprofit public television broadcasting station operating in Wichita, Kansas, desires to provide live television coverage and closed captioning services of County Commission meetings for Sedgwick County.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. Meetings Covered by Agreement. Television coverage of regularly scheduled meetings of the County Commission shall commence on January 1, 2013, and shall continue through December 31, 2013. Regularly scheduled meetings of the Sedgwick County Commission to be broadcast by KPTS hereunder shall commence at 9:00 a.m. and generally conclude no later than 12:00 Noon each Wednesday. It is understood by the parties hereto that County has the exclusive right to the broadcast time of KPTS during the regularly scheduled meetings as previously described. In the event that County does not use all of said time, County hereby grants to KPTS the right to program such unused time with alternate program material in the exclusive discretion of KPTS. The production package necessary for providing coverage for such regularly scheduled meetings may include, but shall not be limited to, those items listed on "Attachment A" attached hereto and made a part hereof.

2. Closed Captioning Services. KPTS agrees to provide all closed captioning services (all inclusive) for the regularly scheduled meetings of the County Commission as noted above.

3. Compensation.

(a) County agrees to pay KPTS and KPTS agrees to accept from County for the broadcasting of regularly scheduled meetings covered by this agreement, the sum of Four Hundred Eighty Dollars (\$480.00) per hour with a two hour minimum time period per meeting, or a total minimum of Forty Eight Thousand Dollars (\$48,000.00) for regularly scheduled meetings during the time of this agreement. All time broadcast in excess of two hours per meeting shall be pro-rated to the nearest quarter hour based on the hourly rate stated herein. Cost includes production and broadcast; and

(b) County agrees to pay KPTS and KPTS agrees to accept from County for the closed captioning services covered by the Agreement, the sum of One Hundred Fifty and 00/100 Dollars (\$150.00) per hour with a two hour minimum time period per meeting. All time broadcast in excess of two hours per meeting shall be pro-rated to the nearest half hour at a rate of Seventy-five and 00/100 Dollars (\$75.00) per half hour.

4. Extended Meetings and Special Meetings. In the event that County determines, prior to a regularly scheduled meeting, that the meeting will extend beyond 12:00 Noon and that County wishes to extend the broadcast coverage beyond the 12:00 Noon period, County may request an extension of coverage by contacting the Corporate Support Manager at KPTS. The extension of broadcast coverage is at the discretion of KPTS. If broadcast coverage is extended, County agrees to pay KPTS compensation as stated in paragraph 3 hereof for broadcast time in excess of two hours.

In the event County wishes to broadcast a special meeting, the County may request such coverage by contacting the Corporate Support Manager at KPTS. Providing television coverage of special meetings is at the discretion of KPTS. The charge for such meetings if not held on a Wednesday will be the same as for the broadcasting of regularly scheduled meetings contained in paragraph 3 hereof. The charge for such meetings if held on Wednesday before 9:00 a.m. or after 12:00 Noon shall be the same as for time broadcast in excess of two hours contained in paragraph 3 hereof.

5. Cancellation. County will notify KPTS of the cancellation of any regularly scheduled Sedgwick County Commission meeting. Said notification shall be first telephoned to KPTS and then given in writing telecopied to KPTS, 320 West 21st Street, (316) 838-8586, at least one (1) calendar day prior to the regularly scheduled Sedgwick County Commission meeting being canceled. County will not be charged for those broadcasts so canceled, including but not limited to any charges for closed captioning services. County will be billed a \$128.50 set-up and personnel cancellation charge if phone and telecopied notice of cancellation is not received by KPTS at least 24 hours before the said meeting.

6. Payment of Compensation. Payment for the regularly scheduled broadcasts shall be made on a monthly basis. At the end of each month, County shall pay KPTS for all broadcasts made during the month. Payment will be initiated upon receipt of an invoice from KPTS which contains a statement of each hour or fractional quarter-hour thereof used in the broadcast of County Commission meetings during the prior month, and which is accompanied by broadcasting information from the FCC logs for the time during County Commission meetings. Such information should indicate any irregularities, the nature of the irregularities, and the extent of time of the irregularities.

7. Indemnification. To the extent permitted by law, County will indemnify and hold harmless KPTS against any legal actions by third parties arising out of the broadcast of the County Commission meetings, except negligence on the part of KPTS and its employees. Said legal actions are to include, but are not limited to, actions for libel and slander.

8. Reduction of Payment for Failure to Provide Audio Coverage. The monthly payment shall be reduced on a pro rata basis for any time KPTS is unable to provide coverage while the County Commission is in session during the period specified in this contract, provided, however, that the equipment which fails is not owned or controlled by County and the person responsible for the failure is not a County employee. The payment shall be reduced by Four Hundred Eighty Dollars (\$480.00) for each consecutive hour or part thereof during which KPTS is unable to provide audio coverage.

If KPTS is unable to provide any audio coverage for a regularly scheduled meeting, no charge for such meeting shall be invoiced to County by KPTS. Inability to provide coverage is considered to include mechanical failure and other technical problems.

9. Additional Services. It is agreed between the parties hereto that KPTS shall provide informational services for the County relating to Sedgwick County government and services, at rates to be agreed upon by the parties. The subject matter of such production shall

be provided by the Director of Sedgwick County Communications upon reasonable notice to KPTS. County shall assist and advise KPTS in the production, using County staff and resources when possible to keep production costs at a minimum.

10. Termination. Either party may terminate this agreement for any reason upon thirty days' written notice.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

BOARD OF COUNTY COMMISSIONERS
SEDGWICK COUNTY, KANSAS

Tim R. Norton, Chairman
Second District

ATTEST:

Kelly B. Arnold, County Clerk

APPROVED AS TO FORM:

KANSAS PUBLIC TELECOMMUNICATIONS
SERVICES, INC. (KPTS)



Chris Freshour
Director of Sales and Marketing



Jennifer Magana
Assistant County Counselor

ATTACHMENT A

SEDGWICK COUNTY COMMISSION PRODUCTION PACKAGE

PERSONNEL:

1. Two (2) Producer/Directors
2. Master control switcher/operator
3. Engineering staff as needed

MICROWAVE:

1. Microwave system for remote pickup

PRODUCTION EQUIPMENT:

1. Production switcher/monitoring
2. Graphics generator
3. Audio mixing console
4. Two (2) video servers for content playback such as "EMS", Parks & Recreation", program open/close etc.
5. Frame synchronizer to synchronize the remote feed into the broadcast system.

LIGHTING EQUIP:

1. Portable lighting as required for special broadcasts and/or productions.

ADDITIONAL EQUIP:

1. Studio to transmitter link
2. Transmitting equipment (tower, transmitter etc.)
3. Video/audio cabling at County Courthouse
4. Phone line for intercom communications.