

# **PROFESSIONAL SERVICES CONTRACT**

## **BROADCASTING CONTRACTOR**

This contract is entered into this 7<sup>th</sup> day of July, 2021, by and between the **BOARD OF COUNTY COMMISSIONERS**, Yellowstone County, Montana, hereinafter referred to as the "BOARD," and **Billings Community Cable Corporation**, hereinafter referred to as "CONTRACTOR".

1. The BOARD engages CONTRACTOR to perform duties as a broadcaster.

### **SCOPE OF SERVICES:**

2. CONTRACTOR agrees to perform, in a professional, timely manner, all of the duties, both expressed and implied, that relate to the following scope of services:

- Broadcast live the Tuesday meetings of the Yellowstone County Commissioners; and
- Rebroadcast the Tuesday meetings on the following Saturdays and Sundays.
- Produce and broadcast monthly segments on county departments and services
- Provide video archiving of regularly scheduled Tuesday Yellowstone County Commissioners meetings for a minimum of on (1) year. This service will include video-on-demand playback of all archived meetings and the content will be indexed per agenda items set forth by the meeting agenda. This service will be made available via the Community Seven's website.

### **TERM:**

3. The term of this contract will commence on July 1, 2021, and terminate on June 30, 2022. Either party reserves the right to terminate this contract at any time. Should either party desire to terminate this contract, the terminating party shall give thirty (30) days written notice.

### **COMPENSATION:**

4. The BOARD agrees to pay CONTRACTOR \$27,500 in four installments. Payments of \$6,875 will be made in August 2021; October 2020; January 2021, and April 2022.

**Broadcasting Contractor Contract**

**INDEPENDENT CONTRACTOR:**

5. The CONTRACTOR is an independent contractor and not a County employee. The CONTRACTOR agrees to perform the labor and terms of this contract as an independent contractor and nothing herein contained shall be construed to be inconsistent with this relationship or status. Nothing in this contract shall be in any way construed to constitute the CONTRACTOR, or any of its agents or employees are the employee of Yellowstone County for any purpose, or to be recipients of any benefits, pensions, insurance plans, payroll taxes, worker's compensation or State or Federal withholding taxes.

**WORKER'S COMPENSATION:**

6. The CONTRACTOR agrees to provide all required worker's compensation coverage for its agents and employees during the term of this contract.

**INDEMNITY:**

7. CONTRACTOR expressly agrees to hold harmless and indemnify Yellowstone County, its elected officials, employees, and agents from liability, loss, or damage(s), including costs and reasonable attorney's fees for defense of the same that Yellowstone County may suffer as a result of CONTRACTOR's negligent acts, errors, or omissions, or the negligent acts, errors, or omissions of CONTRACTOR's agents or employees in the performance of the professional services under contract.

**LEGAL REMEDIES:**

8. Should either party commence litigation, arbitration, or mediation proceedings relating to this agreement, or to enforce or interpret any provisions of this agreement, the prevailing party shall be entitled to recover all reasonable expenses, including attorney fees, witness and expert witness fees and court costs.

**Broadcasting Contractor Contract**

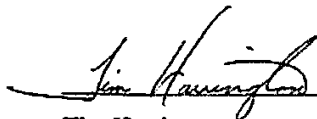
9. The parties agree that this contract shall be governed by the laws of the State of Montana, and that venue shall be in the Thirteenth Judicial District Court, Billings, (Yellowstone County) Montana.

10. CONTRACTOR shall not sublet or assign any of the services covered by this contract without the express written consent of the BOARD.


11. This contract constitutes the full and complete contract between the BOARD and CONTRACTOR. The provisions herein relating to the terms and conditions of this Professional Services Contract supersede any and all prior agreements, resolutions, practices, policies, rules and regulations concerning terms and conditions inconsistent with these provisions. Any modifications to this contract shall be made in writing signed by both parties.

IN WITNESS WHEREOF, the parties set their hands and seals this 13<sup>th</sup> day of July 2021.

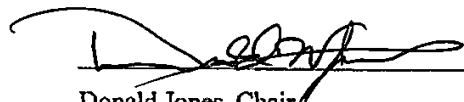
BILLINGS COMMUNITY  
CABLE CORPORATION


  
Tim Harrington  
Executive Director

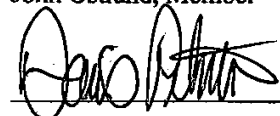
(SEAL) ATTEST

  
Jeff Martin, Clerk and Recorder

BOARD OF COUNTY COMMISSIONERS  
YELLOWSTONE COUNTY, MONTANA

  
Donald Jones, Chair

  
John Ostlund, Member

  
Denis Pitman, Member