

## **Recording and Broadcast Agreement**

Between the City of Sheboygan and the County of Sheboygan

### **Background**

WSCS is a local access cable television station owned and operated by the City of Sheboygan ("City"). WSCS's mission is to make local government more accessible to the citizens of Sheboygan by providing a direct link to local government via television and the web. As such, WSCS records and broadcast meetings of the Sheboygan County Board of Supervisors ("County Board".) For that purpose, WSCS owns aging recording and broadcast equipment ("Equipment") housed in the control room of the Sheboygan County Board chambers in the Sheboygan County Court House. That equipment needs replacement.

Sheboygan County ("County") desires to donate funds to allow WSCS to make needed replacements and repairs to the Equipment to allow the continued recording and broadcast of meetings of the County Board. The parties have entered into this Agreement to set forth the roles and responsibilities of the respective parties for continued cooperation in broadcasting airing County Board meetings to the public.

### **County Responsibilities**

1. The County agrees to provide a one-time payment of \$30,000 to City towards the costs of replacement of the Equipment. Such funds will come from the Sheboygan County IT fund balance.
2. The County agrees that the Equipment is and shall continue to be owned by the City. As such, the County agrees to provide WSCS employees reasonable access to the Equipment and to use the same standard of care as used for County equipment to prevent access and use of said equipment by persons other than WSCS employees or persons with written authorization from the Director of WSCS.

### **City Responsibilities**

1. The City agrees that during the pendency of this Agreement, it will continue to provide a WSCS staff member to record County Board meetings and to provide airtime on WSCS to broadcast County Board Meetings.
2. The City agrees that it is solely responsible for all maintenance and repair costs for all broadcasting and recording equipment used by WSCS to air County Board meetings on television and on the Internet.
3. The City agrees and acknowledges the County shall not be responsible for wear and tear or unforeseen damage, except damage resulting from a breach of this Agreement by the County.

**Duration**

This Agreement will be in force upon approval of the Sheboygan County Finance Committee and the Common Council of the City of Sheboygan, and shall remain in effect through December 31, 2027 unless the Agreement is breached by the County or the City fails to appropriate funds to continue the work of WSCS. Thereafter, this agreement will automatically remain in place until sixty (60) days after written notice provided by the City to the County of its intent to discontinue providing its broadcasting services through WSCS.

**Sheboygan County**

**Date:** \_\_\_\_\_

\_\_\_\_\_  
**Christopher Lewinski, IT Director**

**WSCS**

**Date:** \_\_\_\_\_

\_\_\_\_\_

This Agreement is authorized by the City of Sheboygan Common Council pursuant to Res. \_\_-22-23