

First Reading: April 2, 2024
Second Reading: dispensed

RESOLUTION 2024- 033

A RESOLUTION AUTHORIZING A CONTRACT WITH ESP MEDIA LLC FOR VIDEO PRODUCTION SERVICES

WHEREAS, the Board of Township Trustees wishes to provide for filming and video streaming of public meetings;

NOW THEREFORE, BE IT RESOLVED by the Board of Township Trustees of Sycamore Township, State of Ohio:

SECTION 1. The Board hereby authorizes the Administrator to execute the attached contract with ESP Media LLC for a Video Production Package for public meetings not to exceed \$4,060.00 per month.

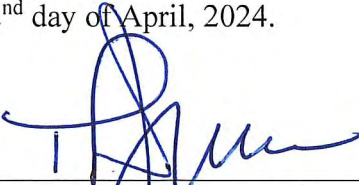
SECTION 2. The Board of Township Trustees of Sycamore Township, by at least two-third vote of all of its members, dispenses with any requirement that this Resolution be read on two separate days and authorizes its passage upon one reading.

SECTION 3. This Resolution shall take effect on the earliest date allowed by law.

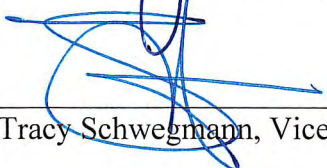
VOTE RECORD:

Mr. James Aye Ms. Schwegmann Aye Mr. Weidman Aye

PASSED at the meeting of the Board of Trustees this 2nd day of April, 2024.



Thomas J. Weidman, Chairman



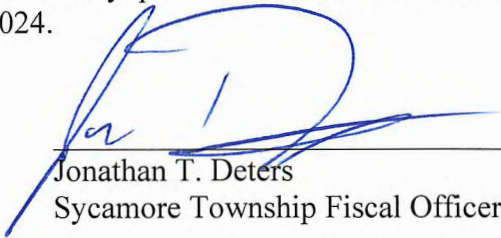
Tracy Schwegmann, Vice Chairman



Tracy Kellums, Trustee

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Sycamore Township Fiscal Officer, this 2nd day of April, 2024.



Jonathan T. Deters
Sycamore Township Fiscal Officer

APPROVED AS TO FORM:



Lawrence E. Barbieri, Law Director

CONTRACT FOR VIDEO PRODUCTION AND SERVICES

This Contract ("Contract") is effective and entered into as of March 1, 2024, by and between the Board of Trustees of Sycamore Township, Hamilton County, Ohio ("Township") and ESP Media, LLC ("ESP") in accordance with the terms and provisions set forth herein.

Now, therefore, in consideration of their mutual promises and agreements set forth herein, the parties hereby agree as follows:

1. Services: ESP shall provide services to the Township in accordance with the Proposal attached hereto as **Exhibit A**, which shall include but not be limited to the following:
 - a. Record the Township's bi-monthly Board of Township Trustees meetings (typically the first and third Tuesday of the month starting at 7:00 p.m.) with a minimum of 3, 1080p resolution video cameras.
 - b. Archive recordings of the above-referenced meetings on ESP managed servers.
 - c. Within 24 hours after each Board of Trustees meeting, make the archived recording of such available to the Township to be loaded online at www.sycamoretownship.org, which is a website owned and maintained by the Township. The recorded content shall be available for public viewing at all times, 24 hours per day. ESP shall assist the Township in making sure all links and other content work properly, without additional charge.
 - d. ESP shall store on its managed servers, and make available for public viewing online, a copy of each Board of Township Trustees meeting for a period of at least 84 months. ESP shall create a 'landing page' on www.sycamoretownship.org where the public may access the archived recordings of monthly Board of Township Trustees meetings.
 - e. ESP will need access to the Township website landing page in order to adjust the cues on the meetings. Accordingly, the Township shall provide ESP reasonable access upon request.
2. Term: The term of this Contract is 48 months and expires on February 29, 2028.
3. Fees: The Township will pay ESP for its services in accordance with the Proposal attached hereto as **Exhibit A**. The Township will be invoiced by ESP upon completion of services each month. Invoices are due and payable within 15 days of receipt by the Township. ESP shall be responsible for payment of all Federal, State, and local taxes of whatever nature, including without limitation all Social Security, Medicare, self-employment taxes and any unemployment taxes.

4. Termination: Either party may terminate this Contract in writing with at least 60 days prior written notice to the other party, determined by the postmarked date, delivered to the address of the other party as identified on the signature page.
5. Ownership: The Township shall own all rights in and to the recorded content, including but not limited to all intellectual property rights, trademarks, and copyright. The Township grants ESP an exclusive license during the term of its Contract to use recordings as necessary to fulfill obligations under this Contract.
6. Independent contractor: This is a Contract for hire. ESP is an independent contractor and neither it nor any of its officers or employees is an employee of the Township.
7. Compliance with laws: Each party shall comply with all applicable laws concerning this Contract.
8. Governing law: This Contract shall be interpreted and governed by the laws of the State of Ohio. Any claim, suit, or proceedings related to this Contract shall be brought in Hamilton County, Ohio.
9. Assignment: This Contract shall not be assigned or pledged as security without consent of the other party.
10. Modification: This Contract shall not be altered or amended unless it is in writing signed by both parties.
11. Indemnification: ESP represents that it has the authority to use all software, hardware, or other equipment utilized in ESP's performance of its obligations under this Contract, as well as any intellectual property used by ESP in said performance. Should there be any claim, suit, or proceeding against the Township by a third party relating to its services provided under this Contract, ESP agrees to indemnify, defend, and hold harmless the Township, its officers, agents, and employees, against such action.
12. Insurance: ESP shall maintain, at its own expense, general liability and vehicle insurance in amounts and limits satisfactory to the Township, as well as workers' compensation insurance. ESP shall submit proof of the foregoing insurance coverage to the Township within three business days of being requested to do so.
13. Performance: ESP agrees to perform its obligations in a timely, professional, and workmanlike manner with the level of care, skill, practice and judgement consistent with generally recognized industry standards and practices for similar services and will devote adequate resources to meet its obligations under this Contract.

ESP MEDIA, LLC

By: Robert Ebel
Robert Ebel, President ESP Media, LLC
7250 Timberknoll Drive
Cincinnati, Ohio 45242

Date: 4-2-2024

SYCAMORE TOWNSHIP, OHIO

By: Greg Bickford
Greg Bickford, Township Administrator
8540 Kenwood Road
Sycamore Township, Ohio 45236

Date: 4-2-24

EXHIBIT A

Sycamore Township, Ohio - Audio & Video Production Proposal - 4 Years



Client	Sycamore Township, Ohio	Estimate Date	4/2/2024
Description	2024-2028 Sycamore Township, Ohio - Audio & Video Proposal - 4 Years	Other Details	Produced in Cincinnati, Ohio
Producer	ESP Media Staff	Job #	
Editor	Rob Ebel	PO#	

Event Day Production for Sycamore Township, Ohio	Rate	Units	Estimate	Revised	Actual
-On-site production, up to 4 HD Cameras, Video Switch, Audio Connectivity, Live viewing on Vimeo.com Post Production of event, graphics added, finalized, and uploaded to YouTube for On-Demand Viewing Two Hours of Live Sycamore Township Trustee Production included in pricing Includes the live vimeo.com fee of \$50 per production live for Sycamore Township Trustee production	\$ 1,150.00	each			
-On-site production, up to 4 HD Cameras, Video Switch, Audio Connectivity, Live viewing on Vimeo.com over Two Hours of Council Meeting Production per hour fee	\$ 250.00	hour			
-Post production of Sycamore Township Trustee Meeting converted to audio only format processed and uploaded to our 15 podcast platforms - if requested	\$ 100.00	each			
Sycamore Township Trustee Event Day Production			\$ -		\$ -

Live ZOOM Broadcast of Meetings for Sycamore Township, Ohio	Rate	Units	Estimate	Revised	Actual
-Access Zoom Meeting, broadcast live on Vimeo.com with sound and added graphics Post production, download, finalize, and uploaded to YouTube for On-Demand viewing	\$ 750.00	each			
-Zoom Meeting production fee over two hours per hour	\$ 250.00	hour			
Live ZOOM Broadcast of Meetings for Sycamore Township, Ohio			\$ -		\$ -

Sycamore Township - Audio Podcasts	Rate	Units	Estimate	Revised	Actual
-Hosting, editing, distribution on 15 podcast platforms up to one hour show	\$ 150.00	each			
-Podcast host	\$ 100.00	each			
-Podcast production over the one hour fee	\$ 100.00	hour			
Sycamore Township Audio Podcasts			\$ -		\$ -

Post Production Work for Sycamore Township Department Meetings	Rate	Units	Estimate	Revised	Actual
-Post Production Work for Previous Department Meetings downloading, graphic creation, adding/editing graphics, finalizing, and uploaded to YouTube	\$ 100.00	hour			
Previous Post Production Work for Department Meetings			\$ -		\$ -

Sycamore Township Video/Audio Production	Estimate	Actual
Grand Total	\$ -	\$ -