

First Reading: January 14, 2020
Second Reading: dispensed

RESOLUTION 2020- 4

A RESOLUTION AUTHORIZING A CONTRACT WITH ESP MEDIA, LLC FOR ON-SITE FILMING OF TRUSTEE MEETINGS, TRUSTEE WORKSHOPS, ZONING COMMISSION MEETINGS AND BOARD OF ZONING APPEALS MEETINGS

WHEREAS, the Board of Township Trustees wishes to provide for filming and video streaming of Trustee meetings, Trustee workshops, Zoning Commission meetings and Board of Zoning Appeals meetings;

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

SECTION 1. The Board hereby accepts the attached proposal from ESP Media, LLC to provide for filming and video streaming of Trustee meetings, Trustee workshops, Zoning Commission meetings, and Board of Zoning Appeals meetings.

SECTION 2. The Board authorizes the Administrator to execute a contract with ESP Media, LLC on behalf of the Board of Township Trustees for said filming and video streaming services in accordance with the terms of the attached proposal.

SECTION 3. The Board of Township Trustees of Sycamore Township upon at least a majority vote hereby dispense with any requirement that this resolution be read on two separate days, and hereby authorize the adoption of this resolution upon its first reading.

SECTION 4. This resolution shall take effect on the earliest date allowed by law

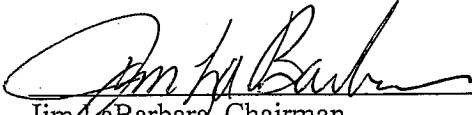
VOTE RECORD:

Mr. James Aye

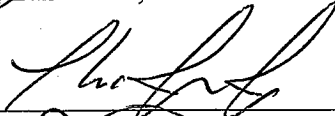
Mr. LaBarbara Aye

Mr. Weidman Aye

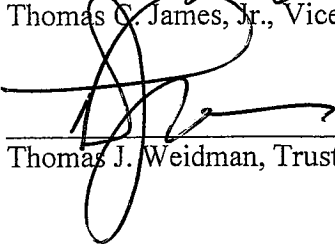
PASSED at the meeting of the Board of Trustees this 14th day of January 14, 2020.



Jim LaBarbara, Chairman




Thomas C. James, Jr., Vice Chairman



Thomas J. Weidman, Trustee

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Sycamore Township Fiscal Officer, this 14th day of January 14, 2020.



Robert C. Porter, III
Sycamore Township Fiscal Officer

APPROVED AS TO FORM:



Deepak K. Desai, Law Director

CONTRACT FOR VIDEO PRODUCTION AND SERVICES

This Contract ("Contract") is made and entered into as of February 1, 2020, by and between the Board of Township 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 monthly Board of Township Trustees meeting (typically, the first Thursday of the month starting at 7pm) with a minimum of 3, 1080p resolution video cameras.
 - b. Record the Township's bi-monthly Board of Township Trustees workshops (typically, the Tuesday before the first and third Thursday of the month starting at 9am) with a minimum of 1, 1080p resolution video cameras.
 - c. Archive recordings of the above-referenced meetings and workshops on ESP managed servers.
 - d. Within 24 hours after each Board of Township Trustees meeting or workshop, 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 online work properly, without additional charge.
 - e. ESP shall store on its managed servers, and make available for public viewing online, a copy of each Board of Township Trustees meeting and workshop 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 and bi-weekly workshops.
 - f. Deliver a DVD copy of each recorded meeting and workshop to the Township's Administrator within seven days of such meeting or workshop. There will be a charge of \$12 per DVD for any additional copies. ESP shall make a reasonable effort to assist the Township in responding to any public records request for the recorded content, including content in its native format, without additional charge.

- g. Along with each recorded meeting and workshop made available for public viewing online, create a list of cues (e.g. bookmarks and jump markers) to enable public viewers to jump to pre-marked portions of the video recordings. The cues will be marked based on the meeting and workshop agendas provided by the Township to ESP. ESP shall provide the Township with a cue template.
- h. ESP will need access to the Township website landing page in order to adjust the cues on the meetings and workshops. Accordingly, the Township shall provide ESP reasonable access upon request.

2. Term. The term of this Contract is 24 months beginning on the first day of the month immediately following the date both parties execute this Contract.

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 this Contract to use the recordings as necessary to fulfill ESP's 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 proceeding related to this Contract shall be brought in Hamilton County, Ohio.

9. Assignment. This Contract shall not be assigned or pledged as security without the written 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 against ESP 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 worker's compensation insurance. ESP shall submit proof of the foregoing insurance coverage to the Township within 3 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 judgment consistent with generally recognized industry standards and practices for similar services, and will devote adequate resources to meet its obligations under this Contract.


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ESP MEDIA, LLC

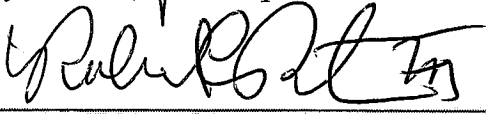
By: 
Robert Ebel, President ESP Media, LLC
7250 Timberknoll Drive
Cincinnati, Ohio 45242

Date: 2-4-2020

SYCAMORE TOWNSHIP, OHIO

By: 
Ray Warrick, Township Administrator

Date: 2/4/20

By: 
Robert C. Porter, III, Fiscal Officer
8540 Kenwood Road
Sycamore Township, Ohio 45236

Date: 2/4/2020

2020 Sycamore Township Trustees - Video Production Proposal

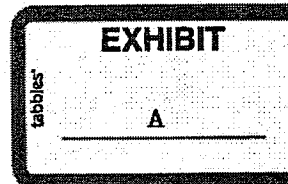


Client	Sycamore Township Trustees	Estimate Date	1/5/2020
Description	2020 Sycamore Township Trustees - Video Production Proposal	Other Details	Produced in Cincinnati, Ohio
Producer	Rob Ebel	Job #	
Editor	Rob Ebel	PO#	

Trustee Meeting & Workshops - Video Production PACKAGE	Rate	Units	Estimate	Revised	Actual
Trustee Meeting					
Up to 3 Sony 1080p cameras for on-site filming of Trustee Meeting	\$75.00	ea 3	\$ 225.00		
On-site Tricaster video production equipment for Trustee Meeting	\$150.00	ea 1	\$ 150.00		
Up to 3 ESP Media personnel on-site for filming production of Trustee Meeting	\$150.00	ea 3	\$ 450.00		
Trustee Workshops					
Up to 1 Sony 1080p camera for on-site filming of Trustee Workshops (2)	\$75.00	ea 2	\$ 150.00		
On-site Tricaster video production equipment for Trustee Workshops (2)	\$150.00	ea 2	\$ 300.00		
Up to 1 ESP Media personnel on-site for filming production of Trustee Workshop (2)	\$150.00	ea 2	\$ 300.00		
Post Production					
Editing, rendering, finalizing video for Trustee Meeting & Workshops	\$100.00	ea 1	\$ 100.00		
DVD copying	\$25.00	ea 1	\$ 25.00		
Complimentary Components of Video Production PACKAGE					
Up to 4 Sycamore Township audio podcasts for calendar year (quarterly)					
Audio podcasts can be up to 40 minutes in length each, edited & distributed on ESP Media platforms					
Topics and content to be determined by Sycamore Township					
Up to 4 Sycamore Township video public service announcements for calendar year (quarterly)					
Video public service announcements can be up to 5 minutes in length, distributed on ESP Media platforms					
Topics and content to be determined by Sycamore Township					
Package Total			\$ 1,700.00		\$ -

Additional Workshops & Zoning Meetings - Video Production	Rate	Units	Estimate	Revised	Actual
1 Camera					
Up to 1 Sony 1080p camera for on-site filming of Trustee Workshops	\$75.00	ea 1	\$ 75.00		
On-site Tricaster video production equipment for Trustee Workshops	\$150.00	ea 1	\$ 150.00		
Up to 1 ESP Media personnel on-site for filming production of Trustee Workshop	\$150.00	ea 1	\$ 150.00		
Post Production					
Editing, rendering, finalizing video for Trustee Meeting & Workshops	\$50.00	ea 1	\$ 50.00		
DVD copying	\$25.00	ea 1	\$ 25.00		
Production Total			\$ 450.00		\$ -

Additional Workshops & Zoning Meetings - Video Production	Rate	Units	Estimate	Revised	Actual
2 Cameras					
Up to 2 Sony 1080p camera for on-site filming of Trustee Workshops	\$75.00	ea 2	\$ 150.00		
On-site Tricaster video production equipment for Trustee Workshops	\$150.00	ea 1	\$ 150.00		
Up to 1 ESP Media personnel on-site for filming production of Trustee Workshop	\$150.00	ea 1	\$ 150.00		
Post Production					
Editing, rendering, finalizing video for Trustee Meeting & Workshops	\$50.00	ea 1	\$ 50.00		
DVD copying	\$25.00	ea 1	\$ 25.00		
Production Total			\$ 525.00		\$ -



Livestream Option for Any Video Production	Rate	Units	Estimate	Revised	Actual
***ESP Media produces all live video broadcasts on livestream.com/espmedia ***					
Individual channel for any Sycamore Township meeting or workshop	\$50.00 ea	1	\$ 50.00		
<i>We can simulcast any live video production on YouTube live or Facebook live channels</i>					
Livestream Total			\$ 50.00		\$ -

	Estimate	Actual
Trustee Meeting & Workshop Video Production PACKAGE	Grand Total \$ 1,700.00	\$ -

	Estimate	Actual
Additional Workshops & Zoning Meetings Video Production 1 Camera	Grand Total \$ 450.00	\$ -

	Estimate	Actual
Additional Workshops & Zoning Meetings Video Production 2 Cameras	Grand Total \$ 525.00	\$ -