

**AMELIA VILLAGE, OHIO**  
**Ordinance: O-2013-60**

**AN ORDINANCE BY THE COUNCIL OF AMELIA VILLAGE, CLERMONT COUNTY,  
OHIO AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH  
ORA STEWARD AS AN INDEPENDENT CONTRACTOR TO PROVIDE  
VIDEOTAPING SERVICES AND DECLARING AN EMERGENCY.**

**WHEREAS**, the Village Council of Amelia Village has determined that it is in the best interests of its residents that they have access to Village Council Meetings and other Village meetings and events of public concern;

**WHEREAS**, the Village Council has determined that the best way to ensure such access to its residents is to videotape such meetings;

**WHEREAS**, Mr. Steward, doing business as TCB Productions, is a local company, willing and capable to videotape Amelia Village Council meetings and such other meetings as the Council may determine from time to time; and

**WHEREAS**, Mr. Steward and TCB Productions has been effectively performing this service for the Village during the past year; and

**WHEREAS**, the Village desires to continue to have Mr. Steward and TCB Productions perform videotaping services for the Village.

**NOW, THEREFORE**, be it ordained by the Council of Amelia Village, Ohio that:

**SECTION I.** The Mayor and Fiscal Officer are hereby authorized and directed to enter into a contract with Mr. Steward substantially in conformance with Exhibit A, Agreement for Production Services, attached hereto.

**SECTION II.** Village Council hereby finds and determines that all formal actions relative to the passage of this ordinance were taken in an open meeting of this Council, and that all deliberations of this Council and of its committees, if any, which resulted in formal action, were taken in meetings open to the public, in full compliance with applicable legal requirements, including Section 121.22 of the Ohio Revised Code.

**SECTION III.** This Ordinance is declared to be an emergency for the preservation of the public health, safety and general welfare. The reason for the emergency is the immediate need to execute a contract for video services in a timely manner, so there is no lapse in the video coverage of village council meetings. Therefore, this Ordinance shall be come effective immediately.

DC moved to suspend the rules requiring three readings on three separate dates.

SS seconded the motion.

~~ORIGINAL~~  
COPY

## INDEPENDENT CONTRACTOR AGREEMENT

This Agreement made and entered into this 17<sup>th</sup> day of December, 2013, by and between the Amelia Village ("the Village") and Ora Steward doing business as TCB Productions ("Contractor") whose address is 4745 Turfway Trail, Batavia, Ohio 45103.

### WITNESSETH:

WHEREAS, the Village Council of Amelia Village has determined that it is in the best interests of its residents that they have access to Village Council Meetings and other Village meetings and events of public concern;

WHEREAS, the Village Council has determined that the best way to ensure such access to its residents is to videotape such meetings;

WHEREAS, Ora Steward, doing business as TCB Productions, is a local company, willing and capable to videotape Amelia Village Council meetings and such other meetings as the Council may determine from time to time; and

WHEREAS, the Village desires to have Contractor perform videotaping services for the Village.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements herein contained, the parties hereto mutually agree as follows:

### 1) SCOPE OF SERVICES

The Contractor shall:

- a. Provide the equipment necessary to videotape all regularly-scheduled Village Council meetings and such other meetings as the Village Council and/or the Mayor may direct from time to time;
- b. Provide personnel to videotape all regularly-scheduled Village Council meetings and such other meetings as the Village Council and/or the Mayor may direct from time to time;
- c. Provide three (3) DVDs of each videotaped meeting within fourteen (14) calendar days of the meeting for which videotaping services were performed. Additional DVD's may be purchased by the Village for an additional cost of five dollars (\$5.00) per DVD.
- d. Upload all regularly-scheduled Village Council meetings and such other meetings as the Village Council and/or the Mayor may direct from time to time to You-Tube in ten (10) to fourteen (14) minute segments by the Friday following the videotaped meeting.
- e. Provide additional microphones or audio-equipment if necessary.

8) **SUBCONTRACTING**

The Village and Contractor agree that none of the work or services covered by this Agreement shall be subcontracted in any way without the prior written consent of the Village which consent shall not be unreasonably withheld. Any work or services subcontracted hereunder shall explicitly state that it is subject to each provision of this Agreement

9) **ASSIGNABILITY**

Neither this Agreement nor any duties or obligations under this Agreement may be assigned by Contractor without the prior written consent of the Village. Such consent shall not be unreasonably withheld.

10) **TERMINATION**

Notwithstanding any other provision of this Agreement it is mutually understood and agreed that either party hereto may cancel and terminate this Agreement upon giving thirty (30) days written notice to the other party.

11) **TERMINATION FOR CAUSE**

In addition to termination as provided by Paragraph 10 hereof, this Agreement may be terminated by the Village at any time without notice upon the occurrence of one or more of the following events:

- a) In the event Contractor is guilty of fraud, dishonesty, or other acts of misconduct in the rendering of professional services; or
- b. In the event Contractor shall fail or refuse to faithfully or diligently perform the provisions of this Agreement or the usual or customary duties of his profession; or
- c. Bankruptcy or insolvency of Contractor; or
- d. Death or disability of Contractor; or
- e. Assignment of this Agreement by Contractor without the prior written consent of the Village; or
- f. Failure of Contractor to obtain insurance required by this Agreement.

12) **INDEMNIFICATION**

Contractor agrees to hold harmless and indemnify the Village for any and all claims arising out of any injury, disability, or death to Contractor, where such injury, disability, or death is caused by Contractor's own negligence, intentional or reckless conduct.

f. A waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any party.


g. Any notice required or permitted to be given under this Agreement shall be sufficient, if in writing, personally delivered or sent by mail, return receipt requested, to Contractor's office address or to the Village's administrative offices.

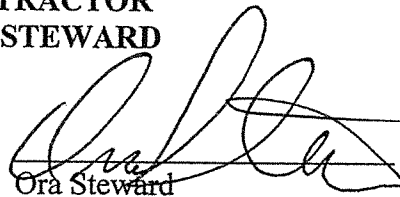
h. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

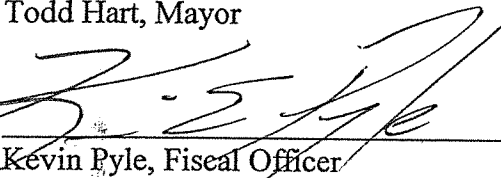
IN WITNESS WHEREOF, the Village and Contractor have executed this Agreement as of the date first written above.

**THE VILLAGE  
AMELIA VILLAGE**

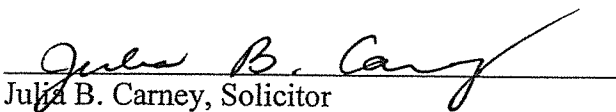
**CONTRACTOR  
ORA STEWARD**

  
\_\_\_\_\_  
Todd Hart, Mayor

By:   
\_\_\_\_\_  
Ora Steward

  
\_\_\_\_\_  
Kevin Pyle, Fiscal Officer


APPROVED AS TO FORM

  
\_\_\_\_\_  
Julia B. Carney, Solicitor

**CERTIFICATE OF AVAILABILITY OF FUNDS**

I certify that FOUR THOUSAND DOLLARS AND ZERO CENTS (\$4,000.00), the amount required to meet the contract, obligation, or expenditure for the attached, has been lawfully appropriated for the purpose, and is in the treasury or in process of collection to the credit of fund number 1000/2011/2088 General free from any outstanding obligation or encumbrance.

*Streets  
Police*

  
\_\_\_\_\_  
Kevin Pyle  
Village Fiscal Officer