

ORDINANCE NO. 97-23

AN ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICE AGREEMENT WITH REGIS GALVIN FOR A PERIOD OF TWO (2) YEARS, AND NOT DECLARING AN EMERGENCY.

BE IT ORDAINED, by the City of Conneaut, County of Ashtabula and State of Ohio:

SECTION 1. That the City Manager is hereby authorized to enter into a Professional Service Agreement with Regis Galvin for the purpose of providing cable and internet streaming services for a period of two (2) years. (Attached hereto and marked Exhibit "A").

SECTION 2. That it is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this ordinance were adopted in an open meeting of this Council and that all deliberations of this Council or any of its committees that resulted in such formal actions were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

SECTION 3. That this Ordinance shall take effect thirty (30) days after passage

Passed this 14TH day of AUG., 2023.



President of Council

ATTEST:



Clerk of Council

PROFESSIONAL SERVICE AGREEMENT
LOCAL CABLE ACCESS COORDINATOR

THIS AGREEMENT made and entered into this ____ day of _____, 2023, by and between the CITY OF CONNEAUT, OHIO, hereinafter referred to as "CITY", 294 Main Street, Conneaut, Ohio 44030, and REGIS GALVIN, an independent contractor and consultant, hereinafter referred to as the "Local Cable Access Coordinator (LCAC)", 440 Sandstone Court, Erie, Pennsylvania 16505.

WHEREAS, the CITY intends to obtain the services of a professional consultant possessing knowledge and experience in operating a Cable TV Public, Educational, and Government (hereinafter referred to as "PEG") Channel and its associated internet streaming services.

WHEREAS, such consultant must be thoroughly familiar and experienced with both the operational and technical skills of digital video production as well as editing, programming, producing and monitoring the Cable TV PEG Channel facility, its associated internet streaming services and appurtenant equipment.

WHEREAS, Regis Galvin possesses said skills, knowledge, and experience, and proposes to furnish such consultation services to the CITY;

THEREFORE, in consideration of these premises, and of the mutual covenants herein set forth, the CITY and the LCAC agree as follows:

- A. **SERVICES:** The LCAC agrees to furnish and perform the various professional services as are herein described in the Conneaut Cable Television Advisory Board Bylaws (Exhibit "A") including any and all amendments thereto, and as follows:
- 1) The LCAC shall be a non-voting member of the Conneaut Cable Advisory Board and shall coordinate and manage the PEG Channel, its facilities, and equipment.
 - 2) The LCAC shall train and coordinate volunteers and other staff providing services to the Cable Advisory Board, but only after the same have been approved by the City Manager and CAB.
 - 3) The LCAC's responsibilities shall include the programming, coordinating, updating, identifying and solving technical problems involving the PEG Channel and the City's associated internet streaming services. The LCAC shall ensure fair access to cable and internet programming, and shall review programs for compliance with the rules and procedures for use of the PEG channel in accordance with the Cable Franchise Agreement or other agreement by and between the City Cable Operator(s) and the CITY.
 - 4) The LCAC shall be responsible for implementation of an internet streaming service to

ensure that its programming is properly aired and meets the highest possible quality for content, sound and visualization.

- 5) The LCAC shall be available on an as-needed basis for both day and evening event tapings and coverage. Such coverage shall include, but not be limited to, City Council meetings, dedications, ribbon cuttings, parades, various community events and the D-Day reenactment. The LCAC shall determine when such events are scheduled or being held and attend said events, videotape, edit, and broadcast the events on the PEG Channels and associated internet streaming services.
 - 6) The LCAC shall monitor the PEG Channels and associated internet streaming services to ensure that the programming is properly aired and to monitor broadcast quality for content, sound, and visualization.
 - 7) The LCAC shall be accessible at reasonable times to the CAB and its members to review and discuss the broadcast of pre-recorded programs or to videotape events.
 - 8) The LCAC shall provide the program schedule in advance to the office of the City Manager and all local media outlets (including, but not limited to, the Star Beacon, the Courier, and WWOW Radio).
 - 9) The LCAC shall maintain all city owned cable and streaming equipment and wiring in good working order and repair. The LCAC shall be responsible for recommending to the Cable Advisory Board and City Manager, the repair, replacement or purchase of equipment. The LCAS shall make no purchases on behalf of the City unless specifically authorized by the City Manager.
 - 10) The LCAC shall maintain and provide complete records of the use of facilities, equipment, and air time to ascertain that both new and regular users are treated fairly.
 - 11) The LCAC shall perform any and all duties as assigned by the City Manager and/or the Conneaut Cable Advisory Board.
- B. COMPENSATION: The LCAC shall provide the services set forth above on a weekly basis as requested by the City Manager or CAB and shall exercise his professional judgment in fulfilling his duties. The LCAC shall be paid at the flat rate of Two Thousand ~~Four Hundred Sixty Five~~ Six Hundred Fifty Dollars (\$2,~~465~~650.00) per month. However, the LCAC shall be paid an additional One Hundred Fifty Dollars (\$150.00) per meeting in the event he is required to attend and videotape work sessions or special meetings of Council. The LCAC shall submit an invoice to the CAB before the first Wednesday of every month documenting services performed and payment due for the previous month.
- C. TERM: This Agreement shall be in effect for a period of two (2) years from the signing of this Agreement. In the event the CITY or the LCAC desire to terminate this Agreement, it may be terminated within fourteen (14) days after delivery of written notice to the other party. The City Manager shall be solely responsible for hiring or termination of the LCAC,

volunteers and staff. The parties expressly agree and understand that the LCAC is an independent consultant and not an employee of the City; the City shall not deduct from the compensation of the LCAC federal, state or local taxes, including worker's compensation. Upon termination of this Agreement, the LCAC shall provide a complete written account of the location of each piece of equipment.

- D. EXPENSES: The LCAC shall be responsible for the LCAC's own business and mileage expenses incurred.
- E. SUPERVISION: The LCAC is expected to exercise independent judgment in the course of this Agreement and shall communicate promptly to the CAB and City Manager any issues, concerns, advice or recommendations he may have.
- F. INDEMNIFICATION: The LCAC agrees to hold the CITY, its employees and agents absolutely harmless with respect to any and all claims, personal injury, and property damage related to or as a result of the performance of his duties as LCAC, and shall indemnify the City for any damages arising therefrom.
- G. MISCELLANEOUS PROVISIONS:
 - 1) The LCAC shall not assign any interest in this agreement to any party without the priori written consent of the City. The LCAC shall provide a list of all employees, if any, and shall provide proof of compliance with the rules and regulations of Ohio Workers Compensation.
 - 2) Further Acts: Upon the request of either party to this Agreement, the other party shall do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts, documents, and instruments as may be reasonably required to affect any of the actions by either party required by this Agreement.
 - 3) Amendments: The terms of this Agreement shall not be modified, terminated, canceled, or amended in any manner except in writing, signed by both parties to this Agreement.
 - 4) Entire Agreement: This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter hereof and merges and supersedes all prior discussions, agreements, and undertakings of every kind and nature between the parties with respect to the subject matter of this Agreement.

- 5) Notices: All reports, certificates, and other notices which are required to or may be given pursuant to the provisions of this Agreement shall be in writing and shall be sent by United States ordinary mail, postage prepaid, and shall be deemed to have been given or delivered when so mailed to the following addresses:

CITY: City of Conneaut
City Manager's Office
294 Main Street
Conneaut, Ohio 44030

LCAC: Regis Galvin
440 Sandstone Court
Erie, PA 16505

Either party may change its address for receiving notices and reports by giving written notice of such change to the other party.

- 6) Severability of Provisions: The invalidity of any provision of this Agreement shall not affect the other provisions of this Agreement, and this Agreement shall be construed in all respects as if any invalid provisions were omitted.
- 7) Counterparts: This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any party to this Agreement may execute this Agreement by signing any such counterpart.
- 8) Governing Law: This Agreement shall be interpreted under the law of the State of Ohio.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this _____ day of _____, 2023.

JAMES HOCKADAY
Conneaut City Manager

REGIS GALVIN
Local Cable Access Coordinator