

# Henry County Commissioners

Henry County Office Complex, 1853 Oakwood Avenue, Napoleon, OH 43545

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DATE: September 15, 2009

TO: **City of Napoleon**

FROM: Cathy, Henry County Commissioners Admin. Asst.

SUBJECT: Budgeting Henry County Emergency Management Agency Services for 2010

**Board of County Commissioners:**  
Robert E. Hastedt  
Richard C. Myers  
Thomas H. VonDeylen

**REMINDER NOTICE:** As you are preparing your 2010 Budget, please budget **City of Napoleon's** yearly EMA agreement payment of **\$8,075.00**. I will begin to invoice all Townships and Villages in January 2010.

Thank you

**Clerk:**  
Vicki R. Glick

**Administrative Assistant:**  
Cathy Behnfeldt

**Office Hours:**  
8:00 am to 4:30 pm  
Monday - Friday

**Web Site:**  
henrycountyohio.com

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**AGREEMENT FOR OPERATION OF THE  
PUBLIC ACCESS CHANNEL  
FOR NAPOLEON**

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**WHEREAS**, the General Assembly enacted Sections 1332.21 through 1332.34 of the Ohio Revised Code, effective September 24, 2007, to provide a statewide “uniform regulatory framework” for the provision of cable television and/or other video service; and,

**WHEREAS**, Time Warner, currently operates in Napoleon, Ohio, under R.C. Section 1332.32, and is a video service provider that is providing service to subscribers in the City pursuant to a state-issued video service authorization; and,

**WHEREAS**, the Video Service Provider, pursuant to City Ordinance No. 098-07, in accordance with the requirements of R.C. 1332.32, and pursuant to a video service authorization obtained from the Director of the Ohio Department of Commerce, shall pay Video Service Provider Fees (“VSP Fees”) in the amount of three percent (3%) of gross revenues received from providing video service in the City, which gross revenue base shall include advertising revenues; and,

**WHEREAS**, this Council is desirous to pay a portion of the fees collected to the Napoleon Area City School District Board of Education to help fund public access channel(s). **Now Therefore**,

This Agreement is now made this 18<sup>th</sup> day of May, 2009, between the **City of Napoleon, Ohio**, (herein after referred to as the “**City**”), and the **Napoleon Area City School District Board of Education**, (herein after referred to as the “**Board**”), regarding the operation of the public access channel(s) for the City of Napoleon, Ohio.

**I. TERM**

(1) This Agreement shall take effect on May 31, 2009 and shall continue in full force and effect until May 31, 2014, unless otherwise mutually agreed to, in writing, by the parties to terminate earlier, or unless otherwise terminated in accordance with the terms of this Agreement.

(2) In the event of a material breach of this Agreement, then this Agreement may be terminated by the non breaching party, at its’ option, if the breaching party fails to correct such material breach within forty-five (45) days of notification of the breach. This Agreement will automatically terminate upon elimination of the public access channel(s). This Agreement may be terminated upon at least sixty (60) days advance written notice by the **City** in the event that the Video Service Provider fails to pay the **City** the fees as required by law. Finally, this Agreement may be terminated for convenience by either party with one hundred eighty (180) days written notice.

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10

(3) Upon termination, each party shall immediately return to the other party, all equipment and tangible property which was purchased with funds of that other party as a result of this Agreement or prior agreements related to the same subject matter as found in this Agreement. Also, upon early termination, the annual funds received by the **Board** from the **City**, not spent by the **Board**, shall be prorated and returned to the **City** within sixty (60) days of termination. This provision shall survive termination of this Agreement.

## II. INCLUSIVENESS

(1) The **Board** agrees to fulfill those certain obligations, responsibilities and duties herein enumerated or imposed upon the **City** by law or regulation as it relates to public access channels, including but not limited to transmission and local access which by law or regulation have been imposed upon or may in the future be imposed upon the **City** or the Video Service Provider. If, after the effective date of this Agreement those responsibilities or duties are changed and the **City** has knowledge thereof, the **City** shall notify the **Board**, and the **Board** will in turn, abide by any and all such modifications. In no event shall any contract, agreement or other undertaking of any sort whatsoever made by one party of this Agreement with any person, firm, corporation or entity, other than the other party to this Agreement, be binding upon or purport to be binding upon the other party to this Agreement.

(2) The **Board** will take over, absorb, and assume complete responsibility for construction, operation, maintenance, promotion and development of the access facility(s) and public access channel(s) used by the **Board**, and for the signal up to the point at which it leaves the modulator in the access studio, for the period in which this Agreement is in effect. Specific provisions to be fulfilled by each party under this Agreement are as follows:

(a) The **City** "shall":

(i) Provide **eighteen thousand dollars (\$18,000.00)**, no later than August 1st of each named calendar year thereafter, as follows: Year(s) 2009, 2010, 2011, 2012; and, 2013 from money which is generated from video service fees collected from the Video Service Provider, to be used exclusively for funding public access channel(s) (which includes the providing of a community bulletin board) via purchase of equipment and providing the services associated therewith. Additional amounts, if any, shall be at the sole discretion of the City Council.

(ii) Provide representative to attend public access Advisory Board meetings as called by the parties to this Agreement. The Advisory Board (not to be mistaken for the term the "**Board**" as used throughout this Agreement) will consist of the following: a member of City Council, a member of the School Board, a citizen chosen by the Mayor, a student chosen by the School Board, and the Superintendent of the Napoleon Area City School District.

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11

