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**Agreement For Participation  
In A Regional Council Of Governments**

**Union Township - Butler County**

**BE IT RESOLVED** by the Township Trustees of Union Township, Butler County, Ohio, that:

This Agreement is made and entered into by and among political subdivisions in Southwest Ohio which have become parties to this Agreement by causing either this Agreement or an identical copy hereof to be signed by an officer duly authorized by the legislative authority of such political subdivision to execute the same on its behalf.

**Witnesseth:** The parties to this Agreement (hereinafter called "political subdivisions"), wishing to participate in a Regional Council of Government pursuant to the Constitution and law of Ohio, including but not limited to Chapter 167 of the Revised Code, agree as :

I. **Name.** The name of the said Regional Council of Governments is Intercommunity Cable Regulatory Commission (hereinafter called "Commission").

II. **Purpose.** The purpose of the Commission hereby established is to foster cooperation among the political subdivisions through the establishment of a central administration for the purpose of administering cable television franchises granted by the political subdivisions to their respective franchisees or their lawful successors or assigns, and for the purpose of stimulating and supporting the use of public and local access and the various institutional and educational networks on behalf of each political subdivision and its school district, doing all things allowed by law to accomplish such purposes.

III. **Intercommunity Cable Regulatory Commission.** The Commission is established with an organizational chart found in "Appendix A" of this Agreement and is to be administered in the following manner:

A. Each political subdivision which is a part to the agreement shall have one representative to the Commission, who shall be appointed by the legislative authority of each political subdivision. Each political subdivision shall similarly designate an alternate for each representative who may act in place of the representative in his or her absence. Representatives shall serve without compensation.

B. Each representative to the commission shall be entitled to one vote on each item under consideration. Voting shall be by representatives or alternates personally present and no proxy or in absentia voting shall be allowed.

C. The Commission shall adopt by-laws by a majority vote, and shall at least provide for the following:

1. Officers - Chairman, First Vice Chairman, Second Vice Chairman and Treasurer.

2. Terms of Office shall be two years.

D. No employee of, nor any person with ownership interest in, any cable television franchise or company shall be eligible to be a representative or alternate to the Commission or its Executive Board of Directors, hereinafter established.

E. The Commission shall approve all actions, policies, hiring and appointments made by the Executive Board of Directors and shall set the compensation for all employees.

F. The Commission shall approve all actions, policies, hiring and appointments made by the Executive Board of Directors and shall set the compensation for all employees.

G. The Commission hereby accepts the designation of any powers which may be delegated to it pursuant to a franchise granted by a political subdivision or any duly authorized officer of a political subdivision, and may delegate the right to the Executive Board of Directors exercise such powers.

H. The Commission, not less often than annually, shall report to the member political subdivisions its recommendation with respect to administration of cable television under this Agreement and a summary of its activities since the last such report was submitted.

I. The Commission shall actively solicit the cooperation and views of individuals, various groups and governmental bodies.

J. The Commission shall endeavor to develop a full and continuing understanding by the general public about cable television in general and specifically about public and local access.

K. The Commission shall assist the various school districts, local government and institutions toward the full development and use of institutional networks and other vehicles for public and educational use.

L. The Commission shall exercise such other powers as are authorized by law and directed by the political subdivisions not inconsistent, with applicable laws or regulation of the State of Ohio or the United States of America.

IV. **Executive Board of Directors**, There is hereby established an executive Board of Directors (herein after called "Board") to implement the purposes of the Commission. Directors shall serve without compensation.

C The Board shall consider and recommend to the Commission the employment of an Executive Director and such other personnel as it deems necessary to fulfill its duties, and with the approval of the Commission, the Board may delegate such of its duties, responsibilities and authority as it deems advisable to the Executive Director.

D. The Board shall have such of the following function as may be delegated to it from time to time by the Commission:

1. Advise the Commission on matters which might constitute ground for revocation by any political subdivision of any franchise in accordance with the ordinance granting the same;

2. Advise the Commission on the regulation of rates in accordance with the ordinances granting the franchises;

3. Assist, as requested by a political subdivision, in resolving disagreement among the franchise subscribers and public and private users of a system in a manner consistent with the respective franchises;

4. Coordinate the franchisee's consultant services for best use of public cable facilities and channels of the system;

E. Any officer or director may be removed from office by the

affirmative vote of two-thirds of all the members of the Commission. In the event of the removal or resignation of either, the Commission shall proceed immediately to elect the successor for the balance of the established term.

**V. Responsibilities Of the Political Subdivisions.**

A. Each of the political subdivisions agree to cooperate with the Commission, its Board and employees, and with each other in the following matters:

1. The adoption and amendment of franchise ordinances and rules and regulations for subscribers.
2. Furnishing of information or assistance which may be necessary to the successful operation of the Commission.
3. Sponsoring legal action necessary and desirable for the enforcement of the franchises, including legal action necessitated due to audit procedures or other circumstances.

**VI. Allocation of Costs.**

A. Each political subdivision agrees to share the costs of establishing, operating and maintaining the Commission, by contributing to the Commission its entire amount of the two percent of franchisee's gross receipts paid to such political subdivision by the franchisee.

B. On or before the tenth business day after receiving said franchise fee check from Warner Cable, each member political subdivision shall remit aforementioned two percent franchise fee to the Commission in the care of its fiscal officer.

**VII. Distribution of Money.**

A. The Commission's fiscal officer appointed pursuant to the by-laws of the Commission, shall keep all monies collected hereunder in the manner provided by law in a segregated and separate bank account. He shall keep records showing the amount of all fees paid by each political subdivision, together with all additional and investment interest thereto or thereon. He shall invest, so far as practicable, all monies received by the Commission and the interest received on account thereof shall be applied to reduce the total cost of operation of the Commission without regard to any location of such interest to participating political subdivisions. The investment as made by the fiscal officer shall be subject to the approval of the Commission and as limited in the by-laws of the Commission.

**VIII. Annual Audit.**

In the absence of an annual audit by the Ohio State Auditor's Office, the commission will order a certified public accountant to perform an audit on the commission's records. This audit shall be performed annually by the certified public accountant unless a State of Ohio Audit is performed.

**IX. Cancellation Of The Agreement.**

A. Any political subdivision may withdraw from this Agreement, provided, however, that any such withdrawal shall be effective only on December 31st of any given year, and shall be preceded by written notice of withdrawal delivered to the Commission at the Commission's address by registered mail not later than November 1st of that year. In the event that any political subdivision shall withdraw from this Agreement, the provision of the Agreement relative to auditing and distribution of funds shall continue in effect until final settlement has been made with respect to all funds of the withdrawing political subdivision.

**X. Additional Members Of The Commission.**

Any political subdivision desiring to become a member of the Commission may be such a member upon the terms and conditions prescribed by the Commission.

XI. This Agreement may be amended by concurrent action by the legislative authorities of all member political subdivisions which are parties hereto.

**XII. Union Township Community Television Board.**

There is hereby created, by attached "Appendix B", the Union Township Community Television Board ("Board").

**XIII. Appendixes A, B, and C.**

Appendixes A, B, and C are also incorporated and made a part of this document. Any breaches by either party of any term of any appendix shall constitute a breach of this agreement. Such appendixes shall be attached to the agreement.

**XIV. Severability.**

In the event any part or portion of the Agreement shall be found to be contrary to law and thereby held to be null and void, all other provisions of the Agreement shall remain in full force and effect, and shall not be otherwise effected by any such ruling, finding or decision.

Adopted the 11th day of October, 1994

[Signature]

[Signature]

[Signature]

Township Trustees

Attest: [Signature]

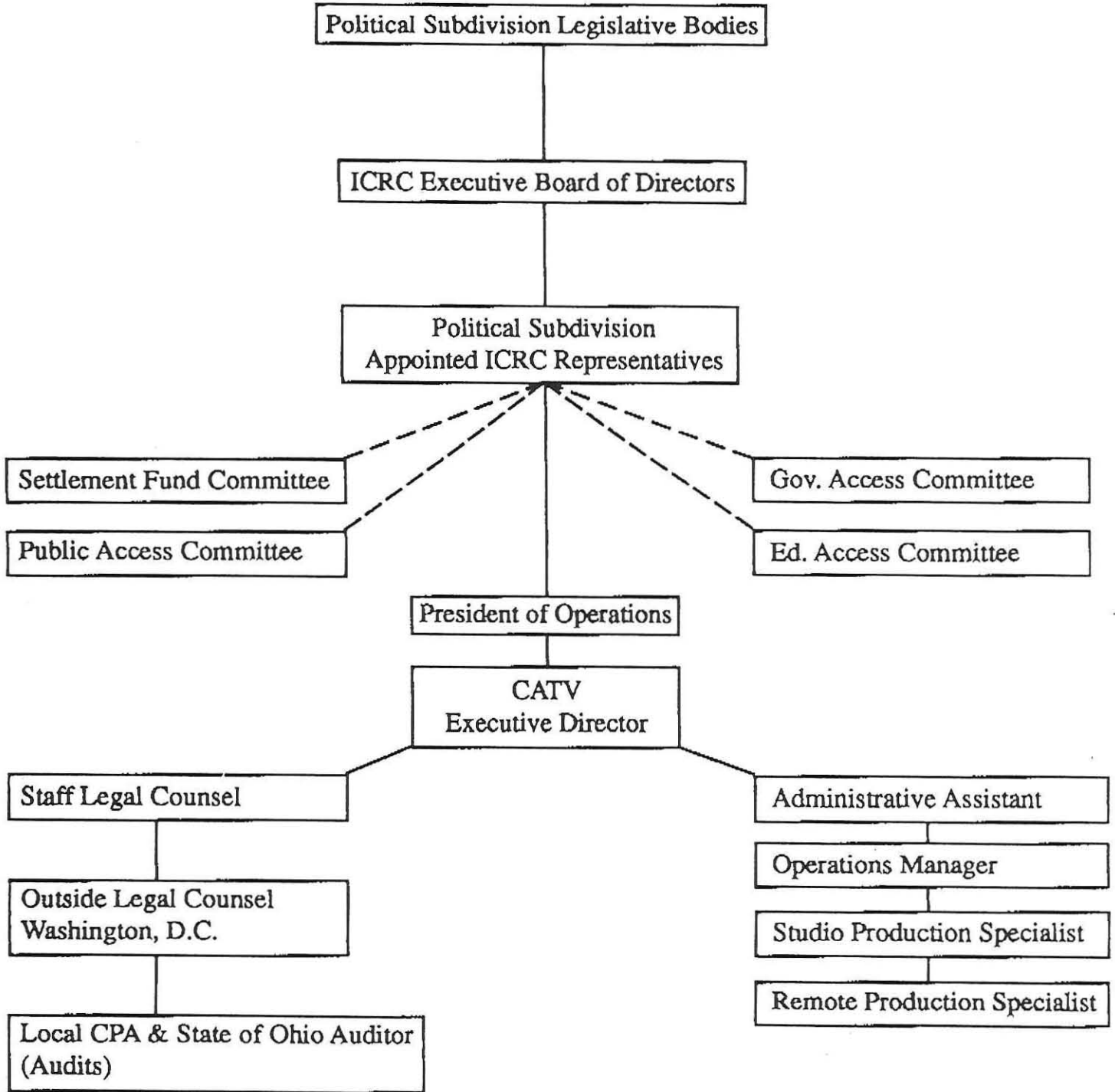
Township Clerk

Intercommunity Cable Regulatory Commission

by: [Signature]

Executive Director

# ICRC Organizational Chart



## RESOLUTION 94-51 APPENDIX C

As both the ICRC and the Trustees of Union Township, Butler County, Ohio, are interested in the furthering of access production and outreach in the Township, it is hereby agreed that the following will occur:

1. **Mobile Van.** The ICRC agrees to purchase and outfit a mobile production van for exclusive use in the Township. The van shall be ordered within thirty (30) days of passage of this agreement. Title to such van shall be held by the ICRC for two (2) years from the date of delivery. Subsequent to that date, the Township shall have the right to obtain title to such van upon written request to the ICRC. Should the Township wish to purchase the van before this time, it shall be on a pro rata basis using the purchase price of the van and its equipment multiplied by the percentage of time left in the two year period. Such pro rata purchase shall also be initiated upon written request of the Township.
2. **Outside Appearance.** Both parties agree that the exterior of the van shall display the logos of both parties in a prominent manner should such option be desired by either party.
3. **Operating Expenses.** Both parties agree that the maintenance of the van will be funded by the Township. Such maintenance includes gas, oil changes, other routine maintenance, and all other work necessary to keep the van in operable condition. The ICRC agrees that it will maintain liability insurance on the van and its contents, but the Township reserves the right to provide such insurance, at its option. Whatever party provides such insurance shall provide the other with written proof of such insurance. Both parties agree that the drivers of the van shall be designated as such and approved by both parties.
4. **Tampering.** Both parties agree that no alteration or tampering shall occur to the van and its contents during this period.
5. **Operation of Van.** Both parties agree that the van will be operated by persons who have completed the requisite ICRC training courses and have been certified by the ICRC.
6. **Replacement of Contents.** In the event equipment is to be replaced through use of insurance, the Township will pay the deductible. Any other equipment replacement will be paid for by the ICRC.
7. **Remedies.** Both parties agree that failure to comply with these terms shall constitute a material breach and either party may seek any available remedy under the laws of the State of Ohio.

**RESOLUTION 94-51 APPENDIX B**

**A RESOLUTION ESTABLISHING THE  
UNION TOWNSHIP COMMUNITY TELEVISION BOARD**

**WHEREAS:** the Union Township Board of Trustees approved the creation of the Union Township Community Television Board ("Board"); and

**WHEREAS:** the purpose of said Board is to serve as liaison between the Union Township Board of Trustees and the Intercommunity Cable Regulatory Commission and to formulate goals and objectives for the operation of public access television within Union Township;

**NOW THEREFORE BE IT RESOLVED:** that the Union Township Board of Trustees hereby adopts the following :

**Section A. Union Township Trustees Will:**

1. Provide to ICRC 2% of 5% cable franchise fees now being collected.
2. Appropriate an additional 1% of the 5% cable franchise fee to the Community Television Board to be used for the operating expenses of the Union Township Public Access Center ("Center").
3. Review quarterly Operation and Budget Reports submitted to them by the Board.
4. Provide interim office space for Center Director until an off-site Center is established.
5. The Township Trustees agree to fully support and co-operate with the Community Television Board and the ICRC to successfully implement the promotion and success of community television in and for Union Township, Butler County, Ohio.

**Section B. The Intercommunity Cable Regulatory Commission will:**

1. Provide regulatory representation on franchise management services.
2. Provide playback facility for Union Township programming.
3. Provide a mobile production van equipped with super VHS portable production system as enumerated in "Appendix C".
4. Provide SVHS video camera, tripod, monitors, editing equipment, audio equipment, lighting and initial tape library stock for Center.
5. Employ and compensate all Staff of the Union Township Public Access Center as agreed upon by all parties.
6. Provide access to the ICRC studio and equipment for special productions and training opportunities. All community volunteer training shall be conducted by ICRC staff members.

**Section C. The Union Township Community Television Board will:**

1. Develop job requirement(s) for staff position(s); recommend the selection, appointment, and termination of the Center Director, or other staff, as the Board, in agreement with the ICRC, may elect.
2. Locate a site in Union Township to house the Union Township Public Access Center ("Center").
3. Provide continuing leadership and direction for the Center staff and take an active role in developing and achieving community outreach objectives.
4. Establish and implement public policy regarding the use of the Center.
5. Conduct Board meetings which will be open to the public.
6. Exercise final approval with the ICRC of all equipment expenditures for the proposed mobile studio van and fixed site equipment.
7. Provide quarterly reports to the Union Township Trustees and the ICRC of progress toward objectives.
8. Manage and oversee annual budget, review annual performance against budget and submit proposed budgets for Union Township Trustees' approval annually, with a copy given to the ICRC.
9. Serve as administrative agent for the 1% franchise fee funds used for facility and operating expenses; review and approve Center expenditures.