

ORDINANCE NO. 39-21

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE MEDINA COUNTY BOARD OF COMMISSIONERS AND THE CITY OF MEDINA, FOR MEDINA TV PRODUCTION SERVICES OF COUNTY PROGRAMMING, AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEDINA, OHIO:

SEC. 1: That the Mayor is hereby authorized and directed to execute a Memorandum of Understanding with the Medina County Board of Commissioners for Medina TV to provide presentation of local meetings involving the County of Medina, and additional issues involving local County government, commencing on February 25, 2021.

SEC. 2: That a copy of the Memorandum of Understanding is marked Exhibit A, attached hereto and incorporated herein.

SEC. 5: That it is 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 and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.

SEC. 6: That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason this Memorandum of Understanding is effective February 25, 2021; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

PASSED: March 22, 2021

SIGNED: James A. Shields
President of Council Pro-Tem

ATTEST: Kathy Patton
Clerk of Council

APPROVED: March 24, 2021

SIGNED: John M. Coyne, III
Acting Mayor

AGREEMENT

This Agreement made on the 25th day of February, 2021, between the **CITY OF MEDINA**, a municipal corporation, having its principle place of business at 132 North Elmwood Avenue, Medina, Ohio 44256, and the **MEDINA COUNTY BOARD OF COUNTY COMMISSIONERS**, a body politic, having its principle place of business at 144 North Broadway Street, Medina, Ohio 44256, in consideration of the mutual covenants and agreements set forth below, the parties agree as follows:

1. **Background.** The City of Medina manages television programming known as Medina TV; local government access is provided by Medina TV as a result of television broadcasting of local government meetings and other television programming that involves local government officials, government employees, and other issues related to local government. The City of Medina and the Medina County Board of County Commissioners wish to enter into agreement for presentation of local meetings involving the County of Medina and additional issues involving local county government. Medina TV is currently in a position to provide a broadcasting service to the County of Medina so as to broaden government access television programming.

2. **Scope of Service.** The City of Medina and Medina TV agree to provide staff for the benefit of the Medina County Commissioners so as to produce and broadcast Medina County Commissioners' meetings. Medina TV will provide the staff and the initial equipment necessary to complete the television broadcast of Medina County Commissioners' meetings. Medina TV will, in addition, distribute and air any rebroadcast of the aforementioned Medina County Commissioners' meetings.

3. **Compensation.** As compensation for services rendered by the City of Medina and Medina TV pursuant to this Agreement, the County of Medina agrees to pay to Medina TV personnel an hourly rate of Fifty-Two Dollars (\$52) per hour for each hour that Medina TV staff work in the taping and production of Medina County Commissioners' meetings. The Fifty-two (\$52) per hour charge shall also apply to any additional programming and production services associated with the broadcast of Medina County Commissioners' meetings. The City of Medina shall submit an invoice to the County of Medina on a quarterly basis for all services rendered during the preceding quarterly billing period, and the County of Medina will make payment within thirty (30) days after receipt of said invoice.

There may be an additional equipment use rate assessed for services rendered pursuant to this Agreement dependent upon the scope of work requested by the County of Medina. The additional equipment use rate shall be agreed upon, in writing, in advance by the City of Medina and the County of Medina.

4. **Capital Improvement.** The Medina County Board of County Commissioners shall establish and maintain a Ten Thousand Dollar (\$10,000) capital improvement fund for purchase of new equipment and maintenance of equipment used in the broadcast and production of Medina County government access programming and used in the broadcast of Medina County Commissioners' meetings. The use of monies from the capital improvement fund shall be agreed upon by the parties, in writing, so as to meet future technology needs. The Medina County

Board of County Commissioners shall promptly carry out purchases agreed to in writing by the parties.

5. **Term.** The term of this Agreement shall commence on February 25, 2021, which is the date Medina TV began to render services to the County of Medina, and terminate within a period of one (1) year after the date of the signing of this Agreement. This Agreement will automatically renew from year to year unless the party that desires to terminate the agreement at the end of the term provides ninety (90) days' written notice before the end of the then current term.

6. **Termination.** This Agreement may be terminated by either party upon ninety (90) days' written notice to the other party. Termination shall not prejudice any remedy that the terminating party may have at law or in equity.

7. **Effect of Termination upon Compensation.** If this Agreement is terminated prior to the completion of the term specified in this Agreement, the City of Medina shall be entitled to compensation earned prior to the date of termination as provided for in this Agreement completed upon a pro rata basis. The City of Medina shall be entitled to no further compensation as of the date of termination. Funds in the capital improvement fund will be reimbursed to the party that paid it.

8. **Agreement Review.** This Agreement will be evaluated on a yearly basis by the City of Medina, the County of Medina, and Medina TV. Any alterations to this Agreement shall be discussed and completed in writing as necessary. This Agreement may be renewed upon written agreement of the parties.

Signed and acknowledged by the parties hereto the day and year first above written.

CITY OF MEDINA, OHIO

By:  _____

DENNIS HANWELL, Mayor

John M. Coyne Acting Mayor

COUNTY OF MEDINA, OHIO

By: _____

STEPHEN D. HAMBLEY, County Commissioner

By: _____

WILLIAM F. HUTSON, County Commissioner

By: _____

COLLEEN M. SWEDYK, County Commissioner

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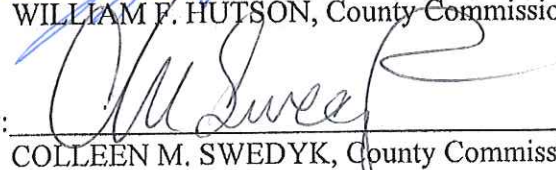
CITY OF MEDINA, OHIO

By: _____
DENNIS HANWELL, Mayor

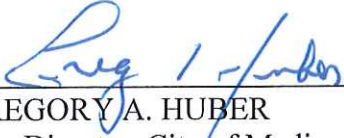
COUNTY OF MEDINA, OHIO

By:  _____
STEPHEN D. HAMBLEY, County Commissioner

By:  _____
WILLIAM F. HUTSON, County Commissioner

By:  _____
COLLEEN M. SWEDYK, County Commissioner

Approved as to Form and Correctness:

A handwritten signature in blue ink, appearing to read "Greg A. Huber", is written over a horizontal line.

GREGORY A. HUBER
Law Director, City of Medina

MICHAEL K. LYONS
Chief Assistant, Civil Division
Medina County Prosecutor's Office

Approved as to Form and Correctness:

GREGORY A. HUBER
Law Director, City of Medina



MICHAEL K. LYONS
Chief Assistant, Civil Division
Medina County Prosecutor's Office

REGULAR MEETING – TUESDAY, MARCH 16, 2021

ORD. 39-21

The Board of County Commissioners of Medina County, Ohio met in regular session on this date with the following members present:

Stephen D. Hambley Colleen M. Swedyk William F. Hutson

Mr. Hambley offered the following resolution and moved the adoption of same, which was duly seconded by Mrs. Swedyk.

RESOLUTION NO. 21-0196

APPROVING AN AGREEMENT WITH THE CITY OF MEDINA FOR THE PURPOSE OF PRODUCTION AND BROADCASTING OF MEETINGS FOR THE MEDINA COUNTY COMMISSIONERS BY MEDINA TV

WHEREAS, the City of Medina manages television programming known as Medina TV providing access to local government meetings and other television programming that involves local government officials, employees and other issues related to local government , and

WHEREAS, the Medina County Board of Commissioners wish to enter into an agreement for presentation of local meetings involving Medina County and additional issues involving local government; and

WHEREAS, the City of Medina and Medina TV agree to provide staff and equipment for the production and broadcasting of Medina County Commissioner meetings at an hourly rate of fifty-two dollars (\$52) per hour to be billed quarterly with that rate also applying to any additional programming and production services associated with the broadcast of Medina County Commissioners' meeting; and

WHEREAS, the Medina County Board of Commissioners agree to establish and maintain a \$10,000 capital improvement fund for the purchase of new equipment and maintenance of equipment used in the broadcast and production of Medina County government access programming and used in the broadcast of Medina County Commissioners' meetings.

WHEREAS, the term of this agreement shall be one (1) year after the signing of the agreement and will automatically renew year to year unless terminated by either party.

NOW THEREFORE BE IT RESOLVED, by this Medina County Board of Commissioners that the agreement with the City of Medina for production and broadcasting of meetings for the Medina County Commissioners by Medina TV is hereby approved.

Voting AYE thereon: Mr. Hambley, Mrs. Swedyk and Mr. Hutson

Adopted: March 16, 2021

Prepared by: County Administrator

The duly appointed, qualified and acting Clerk of the Board of County Commissioners of Medina, Ohio, does hereby certify that the foregoing Res. 21-0196 dated 3/14/21 is a true and correct copy of the original.

Rhonda L. Beck
Clerk, Medina County