

**ORDINANCE NO. 36-25**

**AN ORDINANCE AMENDING AND RESTATING ORDINANCE NO. 39-21, PASSED MARCH 22, 2021 RELATIVE TO THE MEMORANDUM OF UNDERSTANDING WITH THE MEDINA COUNTY BOARD OF COMMISSIONERS FOR MEDINA TV PRODUCTION SERVICES, AND DECLARING AN EMERGENCY.**

**WHEREAS:** Ordinance No. 39-21, passed March 22, 2021, authorized a Memorandum of Understanding with the Medina County Board of Commissions and the City of Medina for Medina TV Production Services of County Programming; and

**WHEREAS:** The City of Medina and the Medina County Board of Commissioners would like to amend and restate Ordinance No. 39-21, passed March 22, 2021 to amend Section 3 of the original agreement.

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

**SEC. 1:** That Ordinance No. 39-21, passed March 22, 2021 is hereby amended and restated as follows in the attached document, marked Exhibit A, attached hereto and incorporated herein, and is to be effective retroactive to January 1, 2025.

**SEC. 2:** 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. 3:** That this Ordinance shall be in full force and effect at the earliest period allowed by law.

**PASSED:** February 10, 2025

**SIGNED:** John M. Coyne, III  
President of Council

**ATTEST:** Kathy Patton  
Clerk of Council

**APPROVED:** February 11, 2025

**SIGNED:** Dennis Hanwell  
Mayor

**AGREEMENT**

This Agreement made on the 11th day of February, 2025, 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:

The City of Medina and the Medina County Board of County Commissioners have agreed to amend two sections of the agreement signed on February 25, 2021. The amended sections are section 3 and section 5. The amendments are as follows:

3. **Compensation.** As compensation for services rendered by the City of Medina and MedinaTV pursuant to this Agreement, the County of Medina agrees to pay to Medina TV personnel an hourly rate of Sixty-Seven Dollars (\$67) per hour for each hour that Medina TV staff work in the taping and production of Medina County Commissioners' meetings. The Sixty-Seven (\$67) per hour charge shall also apply to any additional programming and production services associated with the broadcast 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.

5. **Term.** The term of this Agreement shall commence on January 1, 2025, which is the date for the hourly rate change for MedinaTV 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.

The re-stated Agreement is 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 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 Sixty-Seven Dollars (\$67) per hour for each hour that Medina TV staff work in the taping and production of Medina County Commissioners' meetings. The Sixty-Seven (\$67) per hour charge shall also apply to any additional programming and production services associated with the broadcast 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 January 1, 2025, which is the date for the hourly rate change for MedinaTV 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.

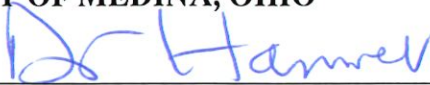
7. **Effect of Termination upon Compensation.** If this Agreement is terminated prior to the completion of the term specified in this Agreement, the City of Medina shall be entitled to compensation earned prior to the date of termination as provided for in this Agreement completed upon a pro rata basis. 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

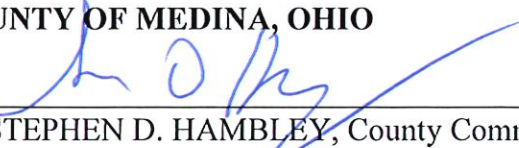
discussed and completed in writing as necessary. This Agreement may be renewed upon written agreement of the parties.


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

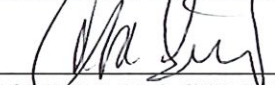
**CITY OF MEDINA, OHIO**

By:   
DENNIS HANWELL, Mayor


**COUNTY OF MEDINA, OHIO**


By:   
STEPHEN D. HAMBLEY, County Commissioner

By:   
AARON M. HARRISON, County Commissioner

By:   
COLLEEN M. SWEDYK, County Commissioner

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