

The Board of Trustees of Hamilton Township, County of Warren, Ohio, met at a regular session at 6:00 p.m. on May 7, 2025, at Hamilton Township, Warren County, Ohio, with the following Trustees present:

Joseph P. Rozzi— Trustee, *Chair*
Darryl Cordrey – Trustee, *Vice Chair*
Mark Sousa – Trustee

Mr. Rozzi introduced the following resolution and moved its adoption:

**HAMILTON TOWNSHIP, WARREN COUNTY OHIO
RESOLUTION NUMBER 25-0507C**

**A RESOLUTION AUTHORIZING HAMILTON TOWNSHIP, WARREN COUNTY,
OHIO TO ENTER INTO A SERVICES AGREEMENT WITH THE
INTERCOMMUNITY CABLE REGULATORY COMMISSION (ICRC)**

WHEREAS, the Intercommunity Cable Regulatory Commission (ICRC) is a regional council of governments that provides community access programming and media resources for local governments and their residents; and

WHEREAS, Hamilton Township desires to provide its residents with local cable television programming through the services of the ICRC, including live and on-demand coverage of Township meetings, events, and informational content; and

WHEREAS, the Board of Trustees of Hamilton Township believes that entering into a Services Agreement with the ICRC will enhance community engagement and provide a valuable service to the residents of the Township;

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of Hamilton Township, Warren County, Ohio:

- SECTION 1.** That the Township is hereby authorized to enter into a Services Agreement with the Intercommunity Cable Regulatory Commission (ICRC), substantially in the form attached hereto as *Exhibit A* and incorporated herein by reference.
- SECTION 2.** That the Township Administrator is hereby authorized and directed to execute said Agreement on behalf of Hamilton Township, and to take all actions necessary to implement the terms and provisions of said Agreement.
- SECTION 3.** That it is found and determined that all formal actions of this Board concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Board, and that all deliberations of this Board and of any of its committees that resulted in such formal action were in

meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 4.

That this Resolution shall take effect and be in force from and after the earliest period allowed by law.

Mr. Cordrey seconded the Resolution and the following being called upon the question of its adoption, the vote resulted as follows:

Joseph Rozzi –	Aye <u>✓</u>	Nay _____
Darryl Cordrey –	Aye <u>✓</u>	Nay _____
Mark Sousa –	Aye <u>✓</u>	Nay _____

Resolution adopted this 7th day of May 2025.

Attest:

Leah Elliott
Leah M. Elliott, *Fiscal Officer*

Approved as to form:

Ben Yoder
Benjamin J. Yoder, *Law Director*

I, Leah M. Elliott, Fiscal Officer of Hamilton Township, Warren County, Ohio, hereby certify that this is a true and accurate copy of a Resolution duly adopted by the Board of Trustees of Hamilton Township, County of Warren, Ohio, at its regularly scheduled meeting on May 7, 2025.

Date: 5/7/25

Leah Elliott
Leah M. Elliott, *Fiscal Officer*

SERVICES AGREEMENT

THIS SERVICES AGREEMENT ("Agreement") is executed as of _____, 2025 ("Effective Date"), between **Hamilton Township, County of Warren, Ohio ("Township")** with a principal place of business located at 7780 South State Route 48 Hamilton Township, Ohio 45039 and **Intercommunity Cable Regulatory Commission ("ICRC")**, an Ohio Not-for-Profit Corporation with a principal place of business located at 2492 Commodity Circle, Cincinnati, OH 45241, (each, a "**Party**" and collectively, the "**Parties**").

WHEREAS, ICRC is a regional council of governments serving member municipalities ("**Members**") by producing local content for cable television and providing media resources to the Members and their residents;

WHEREAS, the Township desires to contract with ICRC to provide the residents of the Township with local cable television programming over the local access channels of the cable television systems serving the Township;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties hereby agree as follows:

1. Services. ICRC will provide all community programming requested by the Township and further defined by this Agreement, as long as it is technically and logistically possible. ICRC will provide the following services to the Township (the "**Services**") beginning on June 1, 2025.

A. Produce community programming to be televised, live-streamed and available on-demand ("**Content**") as follows:

- Township Trustees Meetings (1st and 3rd Wednesday of the month)
- Touch-A-Truck (Annual event)
- Freedom Parade and Festival (Annual event)
- National Night Out (Annual event)
- Cardboard Boat Regatta (Annual event)
- Tree Lighting Celebration (Annual event)

In addition to the above-described Content, ICRC may provide additional Township-related Content via television, live streaming or on-demand, as is logistically possible and available, including, but not limited to:

- Coverage of additional official Township meetings
- Informational videos about Township services or activities
- In-house training seminars and presentation videos
- Additional studio productions
- Videos about Hamilton Township history and other special interest topics

- Coverage of Township sponsored events (ceremonies, parades, concerts, festivals, etc.)
- Podcasts of various Township topics or services (in-studio or remote)

B. If approved by the Township in its sole discretion, ICRC will produce Little Miami Schools (“**Little Miami**”) and Kings Local Schools (“**Kings**”) programming to be televised, live-streamed and available on-demand (“**School Content**”) as follows:

- School Board Meetings (pending approval and internet connectivity)
- Up to 6 Home High School Athletic games as requested by the School District (pending approval and internet connectivity / capability)

In addition to the above-described School Content, ICRC may provide additional School Content via television, live streaming or on-demand, as is logistically possible and available, including, but not limited to:

- Additional year round sport’s broadcasts
- Coverage of performing arts (choral and band concerts, competitions, etc.)
- Additional coverage of school sponsored meetings and forums

If at any time the Township elects not to accommodate School Content through the services provided in this Agreement, the Township shall notify ICRC promptly in writing that it no longer consents to the inclusion of School Content.

C. Live stream and archive all of the Township’s programming to the Township’s YouTube, Website and any other designated platform.

D. Meet with the Township’s designees at such times reasonably designated by the Township to review and discuss performance of either party to this Agreement.

2. **Payment for Services.**

A. The Township will take all necessary steps to increase the franchise fee payment from its VSPs from 3% to 5% on or before June 1, 2025.

B. The Township’s fee to ICRC shall be an amount equivalent to 2% of the 5% VSP fee calculated to be paid to the Township by the VSP. This fee shall be paid in full to ICRC by the Township regardless of the timing or completeness of the receipt of such funds by the Township from a VSP.

C. ICRC’s apportioned percentage of the franchise fee funds shall be paid to ICRC by the Township in quarterly installments within 30 days after receipt of an invoice from ICRC to the Township.

3. Compliance with Laws and Regulations.

ICRC shall at all times comply with all laws and regulations of the local, state and federal governments or any administrative agencies thereof as well as those rules and regulations set forth by the cable television system.

4. Term.

The initial term of this Agreement will begin on the Effective Date and will remain in effect until December 31, 2025. This Agreement will automatically renew for successive terms of one year each beginning on January 1, 2026, unless either party gives written notice to the other party by no later than November 1 of the current term. After termination by either party, the Township will remain liable for all amounts owed to ICRC for Services provided prior to termination.

5. ICRC Board of Directors Representation.

Beginning on the Effective Date, the Township shall have the right to be represented on ICRC's Board of Directors by a Township representative who meets the requirements of a Board member under ICRC's bylaws.

6. Waiver of Claims.

The Township acknowledges that ICRC is not responsible for (i) Content, School Content or any other programming produced by or on behalf of the Township or Little Miami or Kings Schools and (ii) any actions, claims, losses, damages, costs and/or expenses (including reasonable attorney's fees) arising out of ICRC's provision of Services.

7. Relationship of the Parties.

The Township and ICRC are separate, independent and non-affiliated entities. ICRC shall perform under this Agreement as an independent entity and not as an agent, joint-venturer, partner or employee of the Township.

8. Notices.

All notices, consents, waivers, and other communications under this Agreement must be in writing and will be deemed to have been given when (a) delivered personally, or (b) when received by the addressee, if sent by a nationally recognized overnight delivery service (receipt requested), or by registered mail, return receipt requested, in each case to the addresses set forth below (or to such other addresses as a party may designate by notice to the other party):

To ICRC:

ICRC

c/o Executive Director
2492 Commodity Circle
Cincinnati, OH 45241

To Township:

Hamilton Township, Ohio
c/o Township Administrator
7780 South State Route 48
Hamilton Township, OH 45039

Nothing contained in this section shall be construed to restrict the transmission of routine communications between representatives of the Township and ICRC.

9. Miscellaneous.

A. This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements, oral or written. No waiver, modification, amendment or addition to this Agreement shall be valid unless in writing and signed by both the Township and ICRC.

B. This Agreement and the covenants and conditions herein contained shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns; provided however, that neither Party may assign this Agreement without the written consent of the other Party.

C. This Agreement may be executed in separate counterparts, each of which shall be an original and all of which when taken together shall constitute one and the same instrument. Further, this Agreement may be executed by facsimile or by portable document format (.pdf) signature, such that execution of this Agreement by facsimile or by portable document format (.pdf) signature shall be deemed effective for all purposes.

D. The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void, unenforceable, invalid, or illegal provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if the Agreement did not contain this particular portion or provision.

E. No waiver by either party of any breach of any provision of this Agreement, whether by conduct or otherwise, in any one or more instances shall be deemed to be or construed as a further or continuing waiver of any such breach or as a waiver of any breach of any other provision of this Agreement. The failure of either party at any time or times to require performance of any provision of this Agreement shall in no manner affect such party's right to enforce the same at a later time.

F. Except for payment obligations, neither party shall be liable for any delays or failures in performance due to circumstances beyond its control which could not be avoided by the exercise of due care. A party will not be deemed to be in default or in breach of this Agreement if the party is prevented from performing any of the obligations hereunder, by reason of strikes, boycotts, labor disputes, embargoes, pandemics, shortages of energy or materials, acts of God, weather conditions, riots or any other circumstances for which it is not responsible or which are not within its control.

G. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to principles of conflicts of laws. All disputes between the Parties shall be brought exclusively in the state or federal courts of Warren County, Ohio.

H. This Agreement, including all representations, warranties, covenants and indemnities contained herein, shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. This Agreement is solely for the benefit of each Party and such Party's respective successors and assigns. No provision of this Agreement shall be deemed to confer on any third party any claim, remedy, liability, reimbursement, cause of action or other right under this Agreement, whether against either Party or otherwise, and, consistent therewith, there are no third party beneficiaries, express or implied, of this Agreement. The representations, warranties, covenants, agreements and indemnities contained herein shall survive the execution and delivery of this Agreement.

[SIGNATURE PAGE TO SERVICES AGREEMENT]

Executed as of the date first set forth above.

Hamilton Township, Ohio

By:

Print Name: _____

Title: _____

Intercommunity Cable Regulatory Commission

By:

Print Name: _____

Title: _____

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