

STATE OF MICHIGAN
COUNTY OF OAKLAND
AMENDED AND RESTATED
AGREEMENT FOR MULTI-JURISDICTIONAL
ADMINISTRATION OF A CABLE TELEVISION FRANCHISE

The parties to this Agreement, hereafter known as “Municipal Corporations,” consisting of the cities of Farmington, Farmington Hills, and Novi, wishing to participate in the joint administration of a cable television franchise between the Municipal Corporations and any and all cable companies, hereafter known as the “Operator,” agree as follows:

I

CABLE TELEVISION ADMINISTRATIVE COMMISSION

- A. The Municipal Corporations hereby establish a cable television administrative commission called the “Southwestern Oakland Cable Commission,” hereafter known as “SWOCC.”
- B. The purpose of SWOCC hereby established is to foster cooperation among the Municipal Corporations who are members of SWOCC to jointly negotiate and administer cable franchise agreement(s) and other agreements or contracts pertaining to cable service to receive the greatest benefit to the cities and their residents. SWOCC may also work on behalf of the Municipal Corporations to provide access production and programming.
- C. SWOCC shall consist of two (2) members of each Municipal Corporation. Each Municipal Corporation shall select or appoint one (1) representative from its governing body and one (1) representative shall be City Manager (or his/her designee) of that Municipal Corporation. Voting shall be by a representative present at a Commission meeting; proxy or *in absentia* vote shall not be allowed.

- D. Each Commission member shall be entitled to one (1) vote for each item under consideration. Robert's Rules of Order shall be used in conducting meetings of SWOCC.
- E. SWOCC shall elect from its members a Chairman and a Vice Chairman. The Chairman shall be the Chief Executive Officer of SWOCC and shall preside at all meetings of SWOCC. The Chairman shall execute all contracts and obligations of SWOCC along with one other Commissioner of SWOCC. The Vice Chairman shall serve in the absence of the Chairman.
- F. SWOCC shall appoint a Fiscal Officer and Secretary. Persons appointed to the position of Secretary and/or Fiscal Officer may not be members of SWOCC. The Fiscal Officer may be the City Finance Director or Treasurer of one of the Municipal Corporations, or as otherwise appointed by SWOCC. The Secretary shall provide for the recording and maintenance of all records of SWOCC and shall prepare and maintain minutes of the regular and special meetings of SWOCC. The Fiscal Officer shall be responsible for providing a system of accounting and fiscal procedures which are in accordance with this Agreement and State accounting procedures established for governmental accounting. The Fiscal Officer shall be bonded in an amount deemed appropriate by SWOCC. All other duties of the Fiscal Officer shall be set forth in the by-laws.
- G. SWOCC shall meet at such time and place as approved by a majority of SWOCC. In any case, SWOCC shall meet not less than quarterly.
- H. SWOCC may employ staff and designate such responsibilities as it deems appropriate to any individual or entity in furtherance of its purposes. SWOCC may receive funds, disburse funds, purchase equipment, enter into contracts for the purchase or leasing of property or for services, repairs of equipment and other similar purposes which are

required in the administration of the cable franchise and for which funds have been allocated in an approved budget by SWOCC.

- I. SWOCC shall conduct public hearings for renewals of franchise, increases in basic service rates, and for other public purposes as may be determined by SWOCC.
- J. SWOCC shall establish its policy for renewals of the franchise, and for other purposes as may be determined by SWOCC.
- K. SWOCC shall hear and decide appeals regarding public or community access or facility usage.
- L. SWOCC shall review the performance of the Operator and the Operator's compliance with the provisions of the franchise agreements, ordinances, or other promises which may be made to the Municipal Corporations by the Operator. SWOCC shall have the authority to review and develop a recommendation on requests for modification of any powers which may be delegated to it.
- M. SWOCC hereby accepts the designation of any powers which may be delegated to it pursuant to the Franchise Ordinance by a Municipal Corporation, or other duties which may be authorized by the legislative bodies of a majority of the Municipal Corporations, and may direct the exercise of such powers in the administration of the cable franchises.
- N. SWOCC shall exercise such powers as are authorized by law and directed by the Municipal Corporations which are consistent with the applicable laws or regulations of the State of Michigan and the United States of America.
- O. SWOCC shall adopt by-laws by a majority vote.
- P. No elected or appointed official of a participating Municipal Corporation with an ownership or financial interest, however direct or indirect, and no employee or officer of

the cable television company granted the franchise shall be eligible to be a representative or alternate representative to SWOCC.

- Q. SWOCC may appoint any standing committees, special committees and/or task forces to make recommendations to SWOCC with respect to any changes in the cable system that may result from new telecommunications technology and any other matters involving the exercise of SWOCC's duties and responsibilities.

SWOCC shall report not less than annually to the Municipal Corporations all actions taken hereunder with respect to regulatory and cable production matters. The process for creating such committees shall be spelled out in SWOCC's by-laws, as may be amended from time to time. Each such committee shall adopt by-laws governing its membership and purpose. Such committee by-laws shall be subject to the approval of SWOCC. Any committees created by SWOCC under this provision may be disbanded by SWOCC upon a finding that the necessity for such committee no longer exists.

II

RESPONSIBILITY OF THE MUNICIPAL CORPORATIONS

Each of the Municipal Corporations agrees to cooperate with SWOCC and its employees and with each other in the following matters:

1. The adoption and amendments to Cable Franchise Ordinances and Rules and Regulations for the subscribers.
2. Granting recognition of and support to the provisions of the franchises, ordinances and agreements of all of the -Municipal Corporations which are party to this Agreement and the implementation of such provisions where possible.

3. Sponsoring legal action necessary and desirable for the enforcement of the cable franchises, including legal action necessitated due to audit procedures, collection of franchise fees, the failure to perform required services, or other circumstances.

III

RECEIPT OF FUNDS

- A. Each Municipal Corporation agrees that SWOCC shall be the Agency to receive the franchise fees established in the franchise agreements between each Municipal Corporation and the cable operator for the purpose of SWOCC activities, administration, and programming of the access channels.
- B. SWOCC shall confirm the allocation of these funds. SWOCC shall approve an Annual Budget.

IV

ANNUAL AUDIT

- A. SWOCC shall cause an annual audit to be made of its operations by an independent certified public accounting firm of its choice for the purpose of verifying the correctness of all account procedures employed, the distribution of funds made, the allocation of costs, and the report submitted to the Municipal Corporations.
- B. The expense of such audit shall be part of the cost of the administration of SWOCC. Copies of the audit in its entirety shall be furnished to all Municipal Corporations.

V

CABLECAST POLICIES

SWOCC shall adopt and promulgate specific rules and regulations governing cablecast policies for public and community access consistent with the applicable regulations of the Federal

Communications Commission or of any franchises or ordinances. Each Municipal Corporation shall develop its own policies and procedures for government access on its respective access channel.

VI

CANCELLATION OF THE AGREEMENT

- A. Any Municipal Corporation may withdraw from this Agreement at any time; provided, however, that any withdrawal shall be effective only on June 30th of any given year and shall be preceded by written notice of withdrawal delivered to SWOCC by registered or certified mail not later than January 1st of the year the cancellation is to be effective.
- B. In the event that any Municipal Corporation desires to withdraw from this Agreement, the provisions of this Agreement relative to auditing, distribution and expenditure of funds shall continue in effect until the final settlement has been made of all monies collected for the purpose of the administration of local access cable television for the withdrawing Municipal Corporation prior to the effective date of such withdrawal.
- C. SWOCC may be dissolved by two-thirds (2/3) of the parties to this Agreement, and in such event, SWOCC shall liquidate or transfer the assets of SWOCC to any successor organization. In the case where a successor organization is not established, the assets of the Corporation shall be distributed to the Municipal Corporations in proportion to each Municipal Corporation's population to the population of all the participating Municipal Corporations.

VII

AMENDMENTS

Upon recommendation of SWOOC, this Agreement may be amended by action by the governing bodies of all Municipal Corporations which are party hereto.

VIII

SEVERABILITY

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the date indicated by signing this Agreement, and shall become effective upon the execution by the legislative bodies of the cities of Farmington, Farmington Hills and Novi and the filing of this Agreement with the Clerk of the County of Oakland, Michigan. This Agreement may be signed in counterparts.

[SIGNATURES BEGIN ON THE NEXT PAGE]

Attest:

CITY OF FARMINGTON

City Clerk

By:_____
Chief Executive Officer

Dated:_____

Attest:

CITY OF FARMINGTON HILLS

City Clerk

By:-_____
Chief Executive Officer

Dated:_____

Attest:

CITY OF NOVI

City Clerk

By:_____
Chief Executive Officer

Dated_____

Approved as to form:

City Attorney, Farmington

City Attorney, Farmington Hills

City Attorney, Novi

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