

**CONTRACT EXTENSION
SHARED SERVICES AGREEMENT
BETWEEN
BOROUGH OF AVALON
CITY OF SEA ISLE CITY, AND
BOROUGH OF STONE HARBOR**

**PERTAINING TO THE LOCAL ACCESS CHANNEL THROUGH COMCAST AS PART OF
THE MUNICIPAL CONSENT FOR RENEWAL OF CABLE TELEVISION FRANCHISE**

THIS EXTENSION AGREEMENT is hereby executed effective as of April 1, 2017 between the

BOROUGH OF AVALON,
a municipal corporation of the State of New Jersey,
having its principal office at
3100 Dune Drive, Avalon, New Jersey, hereinafter referred to as **"AVALON"**, and

CITY OF SEA ISLE CITY,
A municipal corporation of the State of New Jersey,
having its principal office at
233 John F. Kennedy Blvd.
Sea Isle City, New Jersey 08243 hereinafter referred to as **"SEA ISLE CITY"** and

BOROUGH OF STONE HARBOR,
a municipal corporation of the State of New Jersey,
having its principal office at
9508 2nd Avenue
Stone Harbor, New Jersey 08247 hereinafter referred to as **"STONE HARBOR"** and

All of which collectively shall be referred to as "PARTICIPANTS"

BACKGROUND

A. Each of the three **PARTICIPANTS** named above has adopted municipal ordinances granting municipal consent to a cable television franchise and which grants to each of the

PARTICIPANTS a public access channel which all three **PARTICIPANTS** share and which is currently known as Local Access Channel 97.

B. Each of the **PARTICIPANTS** named above has heretofore entered a Shared Services Agreements dated April 1, 2014, April 1, 2015 and April 1, 2016. A copy of the April 1, 2016 Agreement consisting of ten (10) pages including attachments, is attached hereto and made a part hereof. Said agreement expires on March 31, 2017 and the **PARTICIPANTS** have determined that it is in the public interest to further extend the Shared Services Agreement for an additional term of three (3) years commencing on April 1, 2017 through March 31, 2020 upon the same terms and conditions.

C. Each of the **PARTICIPANTS** named above has taken formal action to authorize and approve the extension of this Shared Services Agreement as follows:

AVALON by Resolution No. 67-2017 adopted on March 22, 2017;

SEA ISLE CITY by Resolution No. 054 (2017) adopted on March 28, 2017;

STONE HARBOR by Resolution No. 2017-S-87 adopted on April 4, 2017.

WITNESSETH:

NOW, THEREFORE, in consideration of mutual covenants, agreements and considerations contained herein, the Contract referred to herein is hereby extended and amended as follows:

D. The term of this Shared Services Agreement shall commence April 1, 2017 and continue through March 31, 2020.

E. Except as herein modified or amended the Agreement dated April 1, 2016 between the **PARTICIPANTS** shall remain in full force and effect. A copy pf said Agreement is attached hereto and incorporated herein and made a part hereof.

F. The following documents attached hereto shall form a part of this Contract Extension:

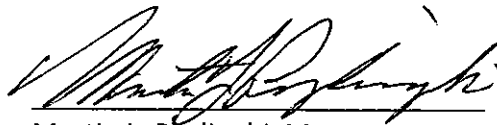
- Original contract dated as of April 1, 2016 and consisting of 10 pages, including attachments,

G. The Shared Service Agreement between the **PARTIES** and this Extension Agreement shall be construed in accordance with the law of the State of New Jersey.

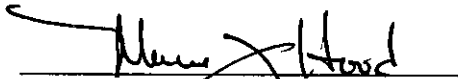
IN WITNESS WHEREOF, the parties hereto have set their hands and seals to be effective as of the day and year first above written

ATTEST:

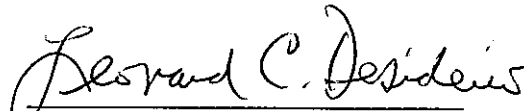

BOROUGH OF AVALON



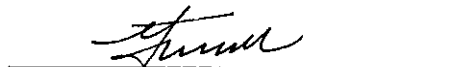
Martin L. Pagliughi, Mayor


Marie J. Hood, Borough Clerk
Dated: 3/31/17

CITY OF SEA ISLE CITY


Leonard C. Desiderio, Mayor
Cindy Griffith, Municipal Clerk
Dated: 4/3/17

BOROUGH OF STONE HARBOR


Judith M. Davies-Dunhour, Mayor
Suzanne C. Stanford, Borough Clerk
Dated: 4/7/17

SHARED SERVICES AGREEMENT
BETWEEN
BOROUGH OF AVALON,
CITY OF SEA ISLE CITY, AND
BOROUGH OF STONE HARBOR

THIS AGREEMENT made and entered into on the 1st day of April, 2016, by and between:

the: **BOROUGH OF AVALON**
with offices located at:

Avalon Borough Hall
3100 Dune Drive
Avalon, New Jersey 08202
hereinafter referred to as "AVALON"

and

the **CITY OF SEA ISLE CITY**
with offices located at:

4416 Landis Avenue
Sea Isle City, New Jersey 08243
hereinafter referred to as "Sea Isle",

and

the: **BOROUGH OF STONE HARBOR**
with offices located at:

Stone Harbor Municipal Building
9508 2nd Avenue
Stone Harbor, New Jersey 08247
Hereinafter referred to as "Stone Harbor"

WHEREAS, Avalon, Sea Isle, and Stone Harbor (hereinafter referred to as "PARTICIPANTS") have each adopted municipal consent ordinances consenting to the renewal of a cable franchise with Comcast for the provision of cable television services in each of their respective communities; and

WHEREAS, the franchise agreements between each of the municipalities and Comcast provide that PARTICIPANTS will be provided with a local access channel to be used for the benefit of all three municipalities; and

WHEREAS, PARTICIPANTS to this Agreement have previously been parties to an Interlocal Services Agreement providing for the allocation of time each municipality is permitted to utilize air time on the local access channel for programming specific to its municipality.

WHEREAS, PARTICIPANTS agree that it would be in their best interests to enter into this Shared Services Agreement which provides that the PARTICIPANTS will continue to allocate the time that each municipality shall be permitted to utilize air time on the local access channel for programming specific to its municipality.

NOW, THEREFORE, it is agreed, stipulated and understood between parties, in consideration of the mutual promises contained herein for a one (1) year term commencing April 1, 2016 through March 31, 2017, as follows:

1. PARTICIPANTS agree that each municipality shall be entitled to exclusive access to and use of the local access channel for one-third (1/3) of each day and they further agree that the days and times that each municipality shall have utilization of the local access channel shall be in accordance with a schedule agreed upon by the parties and which schedule shall be attached to this Agreement as Schedule A. It is the intent that each PARTICIPANT shall get equal time with the exception of emergencies further described in Paragraph 6 and 7, and each municipality would agree to communicate and share time as needed for those emergencies or individual uses which everyone would amicably credit time so that it is fairly distributed. The parties shall have the right, upon mutual agreement of all parties, to revise the schedule at any time, in which event the revised schedule shall be attached to Schedule A with the revised Schedule to identify its effective date. This Agreement and all rules and policies will be on file in the Office of the Business Administrator for each of the participating municipalities.
2. In order to implement the terms agreed upon by PARTICIPANTS, the parties have each agreed that the Public Information Officer of Avalon will be responsible for the organization and implementation of the terms of the agreement utilizing guidelines adopted herein as set forth as Schedule B, denoted Guidelines, utilizing common categories as set forth in Schedule C and further utilizing photos to be gathered for the use of the Public Information Officer. PARTICIPANTS agree that Stone Harbor will compensate the Public Information Officer in the sum of Five Thousand (\$5,000.00) Dollars payable quarterly, and in recognition of Sea Isle City's implementation of the terms of the agreement and the need only for occasional technical assistance and coordination from Avalon's Public Information Officer, Sea Isle City will compensate the Public Information Officer in the sum of Two Thousand (\$2,000.00) Dollars payable quarterly, beginning upon the execution of this Agreement. In the case of local emergencies, the local information person of that particular municipality shall be responsible for inputting the information into the program announcing that particular information.
3. The advertising revenues accrued shall be payable with a monthly fee for each of the three (3) PARTICIPANTS, shared equally unless there is an individual advertising expense for which that particular municipality would be totally responsible. Otherwise, each of the parties would equitably be responsible for those payments. Attempts will be made by the Public Information Officer when implementing this to use the budget as equitably as possible amongst the participants. As an example, it is the intent to use the same videographer for the presentations which would be more financially feasible.

4. PARTICIPANTS acknowledge and agree that each municipality shall have the right to sell sponsorships for its portion of air time on the local access channel and to retain all proceeds from such sponsorships. Each municipality agrees to indemnify and hold harmless the other two municipalities from and against any claims that arise as a result of the sale and display of sponsorships by that municipality on the local access channel. Each municipality shall be permitted to establish its own rules for the grant of sponsorships during its air time periods. All PARTICIPANTS agree that each is aware that no time can be sold for a commercial use.
5. PARTICIPANTS each understand that one or more of them may have special events that occur during times that are allocated to another municipality and that one municipality may want to air at that time. In such event, one or more of the parties to this Agreement shall be permitted, but not required, to allocate a portion of its allocated air time to the other municipality on such terms and conditions as the parties may agree.
6. PARTICIPANTS further agree that in the event of an emergency that affects all three municipalities (e.g. a storm event), all municipality specific programming may be interrupted, to the extent reasonably necessary and for as long as reasonably necessary to disseminate warnings, advisories, safety instructions, and similar information, for a reasonable period in advance of the emergency, during the emergency, and, to the extent necessary, after the emergency has ended.
7. In the event of an emergency that is isolated to one municipality, that municipality may supercede the rights of the other two municipalities for as long as reasonably necessary to provide necessary and appropriate warnings and information to the residents of that municipality. In such instance, the municipality experiencing the emergency shall not be required to provide any of its air time to the municipality(ies) whose time was interrupted as a result of the emergency. The gathering of information and updating of the same into the system will be the responsibility of the particular municipality.
8. PARTICIPANTS shall each have exclusive authority to determine content of their programming their portion of the air time on the local access channel.
9. This agreement has been approved by the appropriate governing body of each municipality at public meetings held in accordance with the Open Public Meetings Act.
10. The parties have read this Agreement. It is a full statement of their understandings. It may not be changed except in writing signed by all parties.
11. This agreement shall be governed by the laws of New Jersey.

IN WITNESS WHEREOF the parties affix their signatures to this Agreement, intending to be legally bound. If a party is a corporation, this Agreement is signed by its proper corporate officers and its corporate seal is affixed.

BOROUGH OF AVALON

March 24, 2016
(Date)
ATTEST: Mary Hood
Clerk

Martin L. Pagliugh
Martin L. Pagliugh

CITY OF SEA ISLE CITY

April 12, 2016
(Date)
ATTEST: Cindy L. Griffith

By: Leonard C. Desiderio
Leonard C. Desiderio

BOROUGH OF STONE HARBOR

April 5, 2016
(Date)
ATTEST: [Signature]

By: Suzanne M. Walters
Suzanne M. Walters

SCHEDULE A

CLOCK FOR CHANNEL 97

:00--:10-Avalon

:10--:20-Stone Harbor

:20--:30-Sea Isle City

:30--:40-Avalon

:40--:50-Stone Harbor

:50--:60-Sea Isle City

Each community intends to use the seven-minute mark of each segment for a current weather forecast/radar service provided by Telvue. Tidal information for the region would also be provided automatically by Telvue as well. The three communities will also revisit other programming opportunities that would relate to the municipalities at various times throughout the year, which could possibly include a traffic camera service for roadways in the areas during the summertime. There will also be a consideration for a one-hour block of time that would be set aside for full-length video programming once that programming is produced and ready for air by either of the participants.

SCHEDULE B

GUIDELINES

In order to meet non-commercial requirements, we have set out guidelines that are similarly followed by Public Broadcasting Stations, following all of the rules and regulations provided by Telvue and Federal Communications Commission.

Sponsorship Acknowledgement Guidelines (PBS-like)

Permissible:

Name of product(s) and/or service(s)

1. Up to :15 seconds of acknowledgement
2. Name of product(s) and/or service(s)
3. Company location
4. Number of years in business
5. E-mail address or website (preferably visually depicted)
6. Telephone number
7. Non-promotional, value-neutral descriptions of products or services
8. Use of well-known mottos or slogans that are non-promotional in nature
9. Signature music or appropriate sound effects as a means of enhancing visual and voice-over that is non-promotional in nature.

Non-Permissible:

1. Overt promotion of products or services
2. Price reference
3. Call to action or inducement to buy
4. Comparative or qualitative descriptions of products or services
5. Third-party reviews (from newspapers, magazines, etc.)

Standards and Practices

Sponsorships will not be accepted from the following:

1. Liquor stores or bars or other establishments whose primary business is the sale of alcohol. (Restaurants that serve alcohol excluded, provided alcohol is not mentioned in the acknowledgement).
2. Any manufacturer or distributor of beer, alcohol or tobacco.
3. Any entity that promotes the use or sale of illegal drugs or drug paraphernalia.
4. Adult bookstores, adult movie houses and video dealers or strip clubs or any other entity that provides adult-oriented content or products by mail-order or through the internet.
5. Political parties, lobbying groups, political action committees or cause-based organizations.
6. Any illegal or offshore gambling entity that provides information that enables or can be associated with illegal gambling.
7. Manufacturers or sellers of firearms, ammunition, gun repairs, accessories, targets, stun guns, tear or pepper gas dispensers, and rifle and pistol ranges. Retailers who sell other products not firearm related can be sponsors provided they do not promote firearm related products (for example, department stores and sporting good stores).

SCHEDULE C
COMMON CATEGORIES

Common categories that are used for Public Access television:

Community News

Parks & Recreation

Community Events

School News/Events

Church News/Events

Library News/Events

City Info

Community Services

Public Works

Fire Department

City Council

Did you know?

Public Safety

Contact Info

SCHEDULE D

PROPOSED BUDGET FOR INTERLOCAL/TELVUE CHANNEL 97

INCOME AND OPERATING EXPENSES FOR CHANNEL 97/TELVUE PROJECT

Startup revenue for all three communities:

Avalon: \$40,000

Stone Harbor: \$25,000

Sea Isle City: \$45,000

....additional \$20,000 for all three communities once the interlocal agreement is signed

TOTAL REVENUE: \$130,000

Startup expenses to get the project started:

Startup fee from Telvue: \$6,000 (total for all three communities; *one time only fee*)

Monthly fee from Telvue: \$200 (per month for each community; *recurring fee*)

Streaming internet server: \$3,950 (set up and streaming encoder; *one time only fee*) *

Monthly streaming fee: \$250 (per month total for all three communities; *recurring fee*) *

*this would be if all three towns agree to share each other's information; at this point, all three

communities have agreed that this will be a part of their independent websites

Long form video server:

Includes server, software, and training: \$8,645

LONGEVITY OF THE PROJECT WITH GRANT MONEY IN HAND

This will explain the budgeting for all three communities based on no other source of revenues to sustain it (without counting on any advertising revenue for the project). This is working under the assumption that the additional \$20,000 available jointly to all three communities would be used to purchase the long-form video server, and provide each community a pool of money to pay for professional services with a video/production company when the need arises.

AVALON:

<u>Explanation</u>	<u>Allocation</u>
Start up financing	+\$40,000
Telvue one-time startup fee	-\$ 2,000
Internet one-time server fee	-\$ 1,317
Funding available after one-time fees	+\$36,683
Annual fee for basic Telvue service/ streaming internet service total:	-\$ 3,408/year

Project sustainability with no additional income: 10.7 years, or about 2020

STONE HARBOR:

<u>Explanation</u>	<u>Allocation</u>
Start up financing	\$25,000
Telvue one-time startup fee	-\$ 2,000
Internet one-time server fee	-\$ 1,317
Funding available after one-time fees	+\$21,683
Annual fee for basic Telvue service/ streaming internet service total:	-\$ 3,408/year

Project sustainability with no additional income: 6.3 years, or late 2015

SEA ISLE CITY:

<u>Explanation</u>	<u>Allocation</u>
Start up financing	\$45,000
Telvue one-time startup fee	-\$ 2,000
Internet one-time server fee	-\$ 1,317
Funding available after one-time fees	+\$41,683
Annual fee for basic Telvue service/ streaming internet service total:	-\$ 3,408/year

Project sustainability with no additional income: 12.2 years, or summer, 2021