

RESOLUTION NO. 2013-42-RC

RESOLUTION OF JOINDER AUTHORIZING THE VILLAGE OF GREENHILLS, OHIO TO ENTER INTO A COOPERATIVE AGREEMENT WITH OTHER OHIO POLITICAL SUBDIVISIONS FOR THE PURPOSE OF PROVIDING CABLE FRANCHISE MANAGEMENT AND PUBLIC, EDUCATIONAL AND GOVERNMENT ACCESS PROGRAMMING, AND TO TAKE OTHER MEASURES IN CONNECTION WITH SAID COOPERATIVE AGREEMENT

WHEREAS, Village of Greenhills, Ohio (the "Village") previously assigned the Village's cable franchise management and public, educational and government access programming activities to the Community Programming Board, also known as Waycross Community Media, as a joint government board with the City of Forest Park, Ohio and Springfield Township, Ohio; and

WHEREAS, as of January 1, 2014 (the "Effective Date") the Community Programming Board will establish itself as a Regional Council of Governments pursuant to Chapter 167 of the Ohio Revised Code, which Regional Council of Governments shall be known as the Community Programming Board Regional Council of Governments (the "Regional Council of Governments"); and

WHEREAS, the Village desires to work cooperatively with other Ohio political subdivisions as part of said Regional Council of Governments in order to provide cable franchise management and public, educational and government access programming activities for the Village;

NOW, THEREFORE, BE IT RESOLVED, by the Village Council of the Village of Greenhills, Ohio (the "Village Council"):

SECTION 1. That Village Council hereby authorizes the Village Manager to enter into a Cooperative Agreement in order to participate in the Regional Council of Governments for the purpose stated in the preamble hereto. Further, Village Council hereby authorizes the trustees representing the Village as listed in the Cooperative Agreement dated as of January 1, 2014 among the Village, the City of Forest Park, Ohio and Springfield Township, Ohio (the "Cooperative Agreement") as the initial trustees under the Regional Council of Governments, and shall assign subsequent trustees in a manner that is consistent with the provisions of the Cooperative Agreement and the Bylaws of the Regional Council of Governments, and in a manner that is in the best interests of the Village.

SECTION 2. That Village Council hereby authorizes those monies currently held by the Community Programming Board be transferred to the CPB Regional Council of Governments on the Effective Date, all in accordance with the Cooperative Agreement and the Bylaws of the Regional Council of Governments.

SECTION 3. That Village Council hereby finds and determines that all formal actions relative to the adoption of this resolution were taken in an open meeting of Village Council; and that all deliberations of Village Council and of its committees, if any, which resulted in formal action, were taken in meetings open to the public, in full compliance with applicable legal requirements, including Section 121.22, ORC.

SECTION 4. This resolution shall be in full force and effect from and immediately after its adoption.

MR. ADAMS seconded the motion and the roll being called upon the question of the adoption of the resolution, the vote resulted as follows:

AYE: 4 (ADAMS, DREES, HERMES, WALTHER)

NAY: 0

ADOPTED this 3rd day of December, 2013.

Kathryn L. Quinn
Clerk of Council

John H. Adams

CERTIFICATE

The undersigned hereby certifies that the foregoing is a true and correct copy of a resolution adopted at a meeting held on the 3 day of DECEMBER, 2013, together with a true and correct extract from the minutes of said meeting to the extent pertinent to consideration and adoption of said resolution.

Kathryn L. Quinn
Clerk of Council

COUNCIL OF GOVERNMENTS AGREEMENT

This Council of Governments Agreement ("COG Agreement") is initially among the City of Forest Park, Ohio, the Village of Greenhills, Ohio and Springfield Township, Hamilton County, Ohio (collectively, the "Initial Participants"). It is effective for the Initial Participants as of January 1, 2014. As for subsequent member local governments joining the Regional Council of Governments (each, along with the Initial Participants, a "Participant"), the date of execution, as to that Participant, is the date set opposite the signature of the official or officials executing it on behalf of such Participant.

I. Recitals.

- A. Chapter 167 of the Ohio Revised Code authorizes any two or more Ohio counties, municipal corporations, townships and other political subdivisions to form regional councils of governments.
- B. This Participant, through a resolution adopted by its City Council (a certified copy of which is attached hereto as Exhibit A), has determined to join the regional council of governments ("COG") formed pursuant to this COG Agreement and to authorize the execution of this COG Agreement, which sets forth the terms of the COG's existence and the Participants' participation therein.

II. Formation, Name and Purpose of COG.

- A. *Formation.* This Participant hereby agrees to join with the other Participants named in the first paragraph of this COG Agreement to form a regional council of governments pursuant to the provisions of Chapter 167 of the Ohio Revised Code.
- B. *Name.* The council of governments shall be known as the Community Programming Board Regional Council of Governments.
- C. *Purpose.* The purpose of the COG shall be to operate and administer the Participants' cable franchise management and public, educational and government access programming activities.

III. Membership in the Regional Council of Governments; Governing Board.

- A. *Membership.* Each Participant shall be a member of the COG.
- B. *Governing Board.* As long as the COG is comprised of no more than three (3) Participants, each Participant may select up to five (5) Trustees (the "Trustees") to the Board of Trustees (the "Board"). If more communities are admitted to the service area, then no more than three (3)

Trustees may be appointed by each Participant. However, those Trustees sitting on the Board when another jurisdiction is included shall be grandfathered until those individuals leave the Board.

At-large election of the COG Chairperson shall be made jointly, with each Participant having one vote. In the event of a tie vote, the current Vice Chairperson, Treasurer and Secretary shall select the COG Chairperson from the top vote-getters of the Participant vote.

The Term of Office for all members, including the Chairperson, shall be 3 years.

The Participants agree that their initial appointments shall be as follows, and that each trustees term end date will be determined by their appointed term on the predecessor to this COG:

<u>Participant</u>	<u>Appointee</u>
City of Forest Park	Steven Cottle Butch Culbreth Rhonda Hobbs Jayme McCarter Wayne Coates
Village of Greenhills	Melnie Brokaw Jason Covalcine Tom Bruckmann Gay Radford Nancy Moore
Springfield Township	Al Kling Deborah Arnold Jan Apro Ray Hils Cary Fallath
Chairman	Joe Orndorff

The governing board shall, by majority vote, adopt by-laws for the COG. Such by-laws shall, among other things, contain provisions enumerating the powers and duties of the governing board, designating the officers of the COG and the method of selection thereof, and providing for the conduct of its business. The by-laws shall also provide for the appointment of a fiscal officer as provided in Section 167.04 (B) of the Ohio Revised Code.

At the first meeting of the governing board, the Officers of the COG shall be elected, each to serve for an initial period beginning with the date of said first meeting until the first regular meeting after March 1, 2014, at which time elections shall be held according to the Bylaws of the COG.

IV. Powers of the Regional Council of Governments.

- A. *General Powers.* The COG shall possess all powers granted to regional councils of governments by Chapter 167 of the Ohio Revised Code.
- B. *Specific Powers.* The COG shall have the power to operate and administer the Participants' cable franchise management and public, educational and government access programming activities. It shall also have the power to operate and administer such other programs for the benefit of the Participants and other Ohio political subdivisions as are agreed upon by the COG.

V. Funding of the Regional Council of Governments.

Funding for the COG shall be provided by those funds as authorized and transferred by the individual member local communities from (i) funding from each Participant per existing ordinances or agreements, or (2) the collective pooled funds currently accumulated and used by Community Programming Board on behalf of the Initial Participants prior to January 1, 2014. Initial funding of new member local governments, shall be based on a percentages of cable franchise revenues assigned to the COG by the Participant, as determined by the COG and approved by that Participant's governing body.

Service charges for services contracted by non-member political subdivisions shall be assessed according to a fee schedule established by the COG, as adjusted from time to time.

VI. Withdrawal from Regional Council of Governments

Any Participant may withdraw from this Agreement, provided, however, that any such withdrawal shall be effective only on December 31st of any given year, and shall be preceded by written notice of withdrawal delivered to the COG by registered or certified mail not later than July 1 of such year. In the event that any Participant shall withdraw from this Agreement, the provisions of this Agreement relating to auditing and funding shall continue in effect until final settlement has been made for all monies collected for the withdrawing Participant, prior to the effective date of such withdrawal.

VII. Term of Agreement.

The term of this COG Agreement shall commence as provided in the introductory paragraph hereto and shall continue until the COG contains fewer than two (2) members.

VIII. Amendment of Agreement.

This COG Agreement may be modified, amended or supplemented in any respect not prohibited by law upon approval of the modification, amendment or supplement on behalf of the COG by the governing bodies of at least two-thirds (2/3) of the Participants.

IX. Miscellaneous.

- A. This COG Agreement shall be construed under the laws of the State of Ohio. If the date on which any action or payment required to be taken or made under this COG Agreement is a Saturday, Sunday or legal holiday in the State of Ohio, that action shall be taken or that payment shall be made on the next succeeding day which is not a Saturday, Sunday or legal holiday.
- B. This COG Agreement may be executed in counterparts each of which will be deemed an original, but all of which together will constitute one and the same instrument.
- C. All notices required or permitted hereunder shall be in writing and shall be deemed to be properly given when (a) personally delivered to the party to receive the notice; (b) deposited in the United States mail, first-class, postage prepaid, addressed to that party listed on Appendix A or at such other address as that party may designate; or (c) delivered by hand or messenger delivery service, by e-mail or by telephone facsimile transmission, with appropriate confirmation of receipt.

In witness whereof, the City of Forest Park, Ohio through its duly authorized signer(s), has executed this Council of Governments Agreement as of the date set forth opposite the signer's signature.

VILLAGE OF GREENHILLS, OHIO

By: _____


Title: _____

Date of Execution: _____

Effective Date: January 1, 2014

In witness whereof, the Village of Greenhills, Ohio through its duly authorized signer, has executed this Council of Governments Agreement as of the date set forth opposite the signer's signature.

VILLAGE OF GREENHILLS, OHIO

By: 
Title: Mayor

Date of Execution
And Effective Date:

January 1, 2014

In witness whereof, Springfield Township, Hamilton County, Ohio through its duly authorized signer(s), has executed this Council of Governments Agreement as of the date set forth opposite the signer's signature.

SPRINGFIELD TOWNSHIP, OHIO

By: _____

Title: President of the Board

Date of Execution
And Effective Date:

January 1, 2014

In witness whereof, _____, Ohio through its duly authorized signer(s), has executed this Council of Governments Agreement as of the date set forth opposite the signer's signature.

_____, OHIO

By: _____

Title:

Date of Execution
And Effective Date:

_____, 20____

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Bylaws
of the
Community Programming Board
Regional Council of Governments

Recognizing that meaningful community access to electronic communications is a reality only when citizens are able to obtain necessary equipment, training, technical assistance and channels on a continuing and nondiscriminatory basis, the governments of Forest Park, Greenhills, and Springfield Township established the Community Programming Board Regional Council of Governments to stimulate and facilitate open community use of media resources.

The following encompasses the Bylaws of the Community Programming Board Regional Council of Governments (the "By-Laws"):

ARTICLE I. Name, Structure and Participation

Section 1. The Name of this organization shall be the Community Programming Board Regional Council of Governments, hereinafter referred to as the "CPB".

Section 2. The CPB is organized as a regional council of governments pursuant to Chapter 167 Ohio Revised Code and shall initially be comprised of the City of Forest Park, Ohio, the Village of Greenhills, Ohio, and Springfield Township, Ohio (each a "Participant").

Section 3. The area represented and served by the CPB shall initially include Forest Park, Greenhills, and Springfield Township, in Hamilton County, Ohio. This area may be expanded to include any jurisdiction which petitions for services, provides the requisite funding, and whose governing body executes a resolution of joinder and the then current Cooperative Agreement among the Participants, initially dated as of January 1, 2014 and as amended and supplemented from time to time, provided such action is approved by a two-thirds (2/3) vote of the CPB and ratified by a majority of the Participants. All jurisdictions approved and ratified according to this Section 3 shall constitute Participant under these By-Laws.

Section 4. Any Participant may withdraw from the CPB, provided, however, that any such withdrawal shall be effective only on

December 31st of any given year, and shall be preceded by written notice of withdrawal delivered to the CPB by registered or certified mail not later than July 1 of such year. In the event that any Participant shall withdraw from the CPB, the provisions of this Agreement relating to auditing and funding shall continue in effect until final settlement has been made for all monies collected for the withdrawing Participant, prior to the effective date of such withdrawal.

ARTICLE II. Purpose and Powers

Section 1. The CPB is responsible to:

- Establish and review programming policies,
- Resolve policy disputes and questions of equal treatment for access users,
- Control the allocation of the CPB share of franchise fees and other CPB revenues,
- Promote community use of the access center and the community channels.

Section 2. The CPB is empowered to:

- Select, appoint, and terminate the Community Access Coordinator or other executive, as the CPB may elect,
- Create such professional, clerical and other positions as may be necessary in order to fulfill its responsibilities,
- Supervise the management of the cable access program by the executive and staff,
- Designate liaison and arbiters to work with local governments, resident groups, and the cable company on issues arising from Cable Access use.

ARTICLE III. Membership

Section 1. BOARD OF TRUSTEES: As long as the CPB is comprised of no more than three (3) Participants, each Participant may select up to five (5) Trustees (the "Trustees") to the Board of Trustees (the "Board"). If more communities are admitted to the service area, then no more than three (3) Trustees may be appointed by each Participant. However, those Trustees sitting on the Board when another jurisdiction is included shall be grandfathered until those individuals leave the Board.

At-large election of the CPB Chairperson shall be made jointly, with each Participant having one vote. In the event of a tie vote, the current Vice Chairperson, Treasurer and Secretary shall select the CPB Chairperson from the top vote-getters of the Participant vote.

Section 2. NON-DISCRIMINATION: Selection of CPB Trustees, Officers, Volunteers and Staff shall not be based on race, color, religion, age, sex, sexual orientation or national origin.

Section 3. TERMS: The terms of office for all members, including the Chairperson, will be three (3) years.

Section 4. COMPENSATION: No part of the net earnings of the CPB shall inure to the benefit of, or be distributable to its members, trustees, officers, or other private persons, except that the CPB shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article II, Section 1. CPB Trustees shall receive no financial remuneration for their services, although the CPB may authorize reimbursement of expenditures reasonably incurred for activities to benefit the CPB.

A Trustee of the CPB shall not be precluded from serving the CPB in any other capacity, other than as a staff member, provided that a full disclosure of the nature of such service and the compensation therefor (if any) is filed in writing with the CPB Secretary. Any such agreement involving

compensation must be approved by the CPB prior to the service being provided and no substantial conflict of interest may be inherent in such service. Such Trustee shall abstain from voting on such formal agreement and on any issue coming before the CPB that relates to such service.

Section 5. DISQUALIFICATION: No member of the CPB staff nor close relative of a staff member shall serve as CPB Trustee. No employee nor close relative of an employee of any cable company shall serve as CPB Trustee.

Section 6. TERMINATION: Any Trustee may resign by delivering his or her written resignation to the CPB at its principal offices or to any officer of the CPB. Such resignation shall be effective upon its delivery to the Secretary of the CPB.

An individual's CPB Trustee membership may be terminated by a vote of two-thirds (2/3) of its entire number then in office if that Trustee is found in violation of established CPB policy or in neglect of CPB duties. Any Trustee proposed to be removed by such a vote shall be entitled to at least ten (10) days notice in writing of the meeting at which such removal is to be voted upon.

Any Trustee who misses two (2) consecutive regular meetings, except when excused by a vote of the CPB, shall be automatically dismissed from the CPB, effective seven days following the second meeting.

Section 7. TEMPORARY APPOINTEES: The appointment of a replacement Trustee in the case of vacancy is the responsibility of the Participant which nominated the previous Trustee. A CPB Trustee so selected shall serve only until the end of the unexpired term of the person whose absence caused the vacancy to exist, unless reappointed as described in Section 1.

ARTICLE IV. Voting

Section 1. Except as otherwise provided in these By-Laws, a simple majority of the Trustees present shall decide all motions, resolutions and other business of the CPB.

Section 2. MEETINGS: The CPB shall hold general meetings at such times during the year as the Executive Committee may determine or as petitioned to the Chairperson by at least six Trustees. Unless specified as "executive sessions" for discussion of personnel or other sensitive matters, CPB meetings are open to the public.

Section 3. A quorum of at least eight (8) Trustees are required for the CPB to conduct ordinary business. No proxy shall be cast in any matter before the CPB except that the CPB may at its discretion authorize the use of written ballots for voting by the Trustees.

Section 4. ACTION WITHOUT MEETING: Any action to be taken by the CPB may be taken without a meeting if a majority of the Trustees entitled to vote on the matter consent in writing to the action and such written consents are filed with the records of the CPB. Such consents shall be treated for all purposes as a vote of the CPB.

Section 5. TELEPHONIC MEETINGS: Any action to be taken by the CPB may be taken at a meeting of the CPB held in whole or in part by means of a conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other at the same time and participation by such means shall constitute presence in person at such meeting.

Section 6. CONFLICT OF INTEREST: No Trustee may participate in the evaluation, review, and approval of any application for a grant or any other matter in which he or she has a direct personal interest. No Trustee may participate in a particular matter in which an organization by which he or she is employed, or of which he or she is an officer or director, or has greater than a ten percent (10%) interest. The decision of the CPB shall be final in determining whether a Trustee shall be disqualified from participation in any way in the matter.

ARTICLE V. Officers

Section I. The OFFICERS of the CPB shall consist of a Chairperson, a Vice-chairperson, a Secretary and a Treasurer, all of whom

shall be CPB Trustees. No person shall hold more than one CPB office.

Section 2. CHAIRPERSON: The CPB Chairperson is selected by the elected officials of Participants (as described in Article III, Section 1 for a term of three years. He or she shall preside at meetings of the CPB and the Executive Committee. The Chairperson shall appoint all committee chairs and serve as a voting (ex-officio) member of all committees of the CPB.

Section 3. VICE-CHAIRPERSON: The Vice-Chairperson shall fulfill the duties of the Chairperson in the event of the absence or incapacity of the Chairperson, and shall have such other powers and shall perform such other duties as are set forth in these By-Laws, as now or hereafter amended, and as the CPB may designate from time to time.

In the event of the absence or incapacity of the Vice-chairperson and the Chairperson, the Secretary shall fulfill the aforesaid duties of the Chairperson. Should the Secretary also be absent, the Treasurer shall fulfill those duties.

The Vice-chairperson shall be elected annually by the CPB at the first regular meeting after March 1, to an annual term from April 1 to March 31.

Section 4. SECRETARY: The Secretary shall be responsible for the accuracy and distribution of the minutes of the meetings of the CPB. The Secretary shall be elected annually by the CPB at the first regular meeting after March 1, to an annual term from April 1 to March 31.

Section 5. TREASURER: The Treasurer shall be responsible for the accuracy and distribution of the CPB financial reports. The Treasurer shall be elected annually by the CPB at the first regular meeting after March 1, to an annual term from April 1 to March 31.

Section 6. REMOVAL OF AN OFFICER: The CPB may remove from office any officer by a vote of two-thirds (2/3) of CPB Trustees then in office. Any officer proposed to be removed by such a vote shall be entitled to at least a ten (10) day notice in writing of the meeting at which such removal is to be voted upon.

Section 7. TEMPORARY APPOINTMENT OF THE CHAIRPERSON: The remaining Trustees of the CPB are empowered to appoint a Chairperson in the case of a vacancy. Such an appointee will have been a CPB Trustee for no less than 180 days, with the exception of the initial 180 day period beginning January 1, 2014 and ending June 29, 2014, during which period the 180 day requirement is waived. A CPB Chairperson so elected shall serve only until the end of the unexpired term of the person whose absence caused the vacancy to exist, unless reappointed by the elected officials as described in Article III, Section 1.

Article VI. Committees

Section 1. STANDING COMMITTEES: The Standing Committees of the CPB shall consist of the following:

- a) Executive Committee
- b) Finance Committee
- c) Personnel Committee

Section 2. The EXECUTIVE COMMITTEE, chaired by the CPB Chairperson, shall consist of the Chairperson of each standing committee and all officers as set forth in Article V.

During the intervals between the meetings of the CPB, the Executive Committee shall possess and may exercise all the powers of the CPB in the management of CPB affairs in all cases in which specific directions shall not have been given by the Board. Three members of the Executive Committee shall constitute a quorum and in every case the affirmative vote of a majority of the entire committee shall be necessary for the passage of any resolution.

Minutes of the actions of the Executive Committee shall be kept by the Secretary. All actions by the Executive Committee shall be reported to the CPB at its meeting next following such action.

Section 3. The FINANCE COMMITTEE, chaired by the Treasurer, shall review all budget proposals and financial reports for approval by the CPB. The Finance Committee may include ex-officio members who are not CPB Trustees.

Section 4. The PERSONNEL COMMITTEE shall represent the CPB as an appeal board in

matters of employment, evaluation and termination of staff members. The Personnel Committee shall also review and evaluate CPB job descriptions, salary ranges, benefits and related personnel matters. All members of the Personnel Committee shall be CPB Trustees.

Section 5. SPECIAL COMMITTEES: The CPB Trustees may create such other committees, chaired by CPB Trustees and delegate such responsibilities to those committees as shall be considered desirable and permissible. In all cases, committees shall be subject to the CPB and shall have no authority to act in the place of the CPB or to obligate the CPB as to any third party.

Article VII. Contracts and Financial Commitments

Section 1. CHECKS, NOTES AND CONTRACTS: The CPB is authorized to select such methods of administering funds as it shall deem proper. The CPB shall determine who shall be authorized from time to time on the Board's behalf, in addition to or in lieu of the Fiscal Officer as defined in Article VIII below, to sign checks, drafts or other orders for the payment of money, acceptances, notes or other evidences of indebtedness, to enter into contracts, or to execute and deliver other documents and instruments.

Section 2. INVESTMENTS: The funds of the CPB may be retained in whole or in part in cash or be invested and reinvested from time to time in such property, real, personal or otherwise, or stocks, bonds or other securities, as the CPB or its designee may deem desirable.

Section 3. AUDITS: CPB shall be subject to regular audits by the Ohio Auditor of State. In addition, the governing board may from time to time, at its discretion, commission a special audit by a qualified private accountant. The expenses of any audit shall be considered a part of the cost of administration of CPB. Copies of the audit results shall be furnished to any Participant upon request. Anything herein contained to the contrary notwithstanding, said special audit shall not constitute a duplication of audits required by the State of Ohio.

Article VIII. Fiscal Officer

Section 1. The Board of Trustees shall select an individual from the membership of the CPB to act as Fiscal Officer for the CPB as required by Chapter 167 Ohio Revised Code. Initially, the Treasurer of the CPB shall also serve as the Fiscal Officer. Membership payments shall be received by the Fiscal Agent in an account solely for the CPB and held, deposited and invested in accordance with the laws governing regional council of governments funds to the extent applicable. Such funds and any interest thereon shall be used exclusively to pay the reasonable and necessary expenses of the CPB as determined by, and upon approval of, the Board of Trustees.

Article IX. Indemnification

Section 1. The CPB shall, to the extent legally permissible, indemnify each of its Trustees and Officers (including persons who serve at its request as trustees and officers of another organization in which it has an interest) against all liabilities and expenses, including amounts paid in satisfaction of judgments, in compromise or as fines and penalties, and counsel fees, reasonably incurred by him or her in connection with the defense or disposition of any action, suit or other proceeding, whether civil or criminal, in which he or she may be involved or with which he or she may be threatened, while in office or thereafter, by reason of his or her being or having been such a Trustee or officer, except with respect to any matter as to which he or she shall have been adjudicated not to have acted in good faith in the reasonable belief that his or her action was in the best interest of the CPB; provided, that as to any matter disposed of by a compromise payment by such Trustee or officer pursuant to a consent decree or otherwise, no indemnification either for said payment or for any other expenses shall be provided unless such compromise shall be approved as being in the best interest of the CPB after notice that it involves such indemnification: (a) by a disinterested majority of the Trustees then in office; or (b) by a majority of the disinterested Trustees then in office after the CPB has received an opinion in writing of independent legal counsel to the effect that such Trustee or

officer appears to have acted in good faith in the reasonable belief that his or her action was in the best interests of the CPB.

Section 2. EXPENSES, including counsel fees reasonably incurred by any such Trustee or officer in connection with the defense or disposition of any such action, suit or other proceeding, may be paid from time to time by the CPB in advance of the final disposition thereof upon receipt of an undertaking by such individual to repay the amounts so paid by the CPB if he or she shall be adjudicated not to be entitled to indemnification under State laws.

Section 3. The right of indemnification hereby provided shall not be exclusive of or affect any other rights to which any Trustee or officer may be entitled. Nothing contained herein shall affect any rights to indemnification to which CPB personnel may be entitled by contract or otherwise under law.

Section 4. The CPB may adopt resolutions authorizing the purchase and maintenance of insurance on behalf of any agent (including a Trustee, Officer, Employee or other agent of the CPB) against any liability asserted against or incurred by the agent in such capacity or arising out of the agent's status as such.

Section 5. As used in this article, the terms "Trustee" and "Officer" include their respective heirs, executors and administrators, and an "interested" Trustee is one against whom, in such capacity, the proceeding in question or another proceeding on the same or similar grounds is then pending.

Article X. Office and Books

Section 1. OFFICE: The office of the CPB shall be located at such place within a Participant jurisdiction as the CPB may from time to time determine.

Section 2. BOOKS: There shall be kept at the office of the CPB correct books of account of the activities and transactions of the CPB, including minute books, which shall contain copies of the cable franchises of all CPB member local governments, these bylaws, and all minutes of the meetings of the CPB.

**Article XI. Adoption, Amendments, &
Dissolution**

Section 1. These Bylaws shall become effective upon receiving an affirmative vote of a two-thirds majority of all eligible CPB Trustees.

Section 2. Amendments to these by-laws may be made at any regular or special meeting of the CPB, provided, however, that a copy of the proposed amendment has been furnished in writing to each Trustee at least three (3) working days prior to the meeting at which such amendment is to be acted upon. Amendments shall become effective upon receiving an affirmative vote of a two-thirds majority of all eligible Trustees in attendance.

Section 3. Upon the dissolution, the CPB shall liquidate all of its assets, pay all outstanding debts, and distribute the remaining funds to the current Participants in the proportion that they contributed franchise fees.

October 1, 2013

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