ORDINANCE NO. 2010-13
INTRODUCED BY: Mayor Rinker and Council as a Whole

**AN EMERGENCY ORDINANCE
AUTHORIZING AND DIRECTING THE MAYOR
TO ENTER INTO A MEMORANDUM OF UNDERSTANDING
WITH ONECOMMUNITY.**

WHEREAS, the Village has found and determined it to be in the best interest of its residents to promote economic development in the Village; and

WHEREAS, in furtherance of promoting economic development in the Village and in coordination with Cuyahoga County, Beta Drive has been designated an Innovation Zone; and

WHEREAS, Mayfield Village, in promoting the Innovation Zone for economic development has enhanced the development opportunities on Beta Drive thru the installation, operation, and maintenance of the Mayfield Village Fiber Network ("MVFN") along Beta Drive, Wilson Mills, and SOM Center Roads; and

WHEREAS, Mayfield Village facilitated the installation, operation, and maintenance of the MVFN, in coordination with OneCommunity; and

WHEREAS, ultimate end users of the MVFN, including Mayfield Village, have access to high speed internet services which are unmatched in the marketplace today; and

WHEREAS, pursuant to Ordinance 2008-47, the Village entered into a Fiber Facilities Construction and Provision of Services Agreement with OneCommunity to install, operate and maintain the fiber ring and pursuant to Ordinance 2009-43, the Village entered into a Master Services Agreement and Related Subscriber Service Agreement with OneCommunity to provide services over the MVFN; and

WHEREAS, based upon the above, Mayfield Village and OneCommunity wish to enter into a Memorandum of Understanding to pursue mutual arrangements for the creation of an Economic Development Fund ("the Fund"), initially to be used for last mile connectivity to Mayfield Village commercial enterprises as related to the MVFN.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF MAYFIELD VILLAGE, OHIO, THAT:

Memorandum of Understanding – Economic Development Fund

This Memorandum of Understanding (this "MOU"), effective this __day of March, , 2010 (the "Effective Date"), is entered into by and between OneCommunity, with a place of business at 800 West St. Clair, Second Floor, Cleveland, Ohio, 44113 and the Village of Mayfield, Ohio ("the Village"), represented herein by the Mayor, with a place of business at 6622 Wilson Mills Road, Mayfield Village, OH 44143, each herein referred to as a "Party" or together as the "Parties." This MOU sets forth the willingness of the Parties to pursue mutual arrangements for the creation of an Economic Development Fund ("the Fund"), initially to be used for last mile connectivity to Mayfield Village commercial enterprises as related to the Mayfield Village Fiber Network (MVFN).

1. **General Description.**

   1.1 The Mayfield Village Fiber Network (MVFN) is intended as an economic development tool to attract and retain businesses to Mayfield Village through the extension of a robust and low-cost broadband infrastructure for commercial use. The MVFN is intended to provide a platform to promote all of those purposes at a cost that is acceptable to the Village, effectively creating an e-Corridor driving economic development, business attraction, as well as a stable and on-going revenue stream for future economic development activities.

   1.2 OneCommunity is an Ohio 501(c)(3) corporation that builds, owns and operates high-speed fiber-optic broadband networks in the service of government, public service and economic development. OneCommunity's open network design, commitment to net neutrality, and core mission of collapsing the burden of government while enhancing public service provisioning and sustainable, long-term economic development opportunities makes its collaboration with the Village on this important initiative a seamless extension of its own operating ethos. This collaboration will benefit the Village through the creation of a unique community-owned asset that will serve the citizenry of the Village for decades to come.

2. **Purpose.**

   2.1 The purpose of this MOU is to define the scope of collaboration between the Parties, the basic understanding, funding mechanism and sanctioned use of the Fund, and the roles and responsibilities of each Party in the realization of the Village's aims for the MVFN. It also serves as an affirmation by the Parties to use best efforts to drive the adoption and use of the MVFN infrastructure in a timely fashion. A formal Operating Agreement for the Fund will be developed by the parties post execution of this MOU, and will ultimately govern the contractual relationship between the parties with respect to Fund operation and the roles and responsibilities of the Parties.

3. **Collaboration.** The Parties will collaborate with respect to the creation and on-going management of the Fund in the following manner:

   3.1. Initial Funding: Mayfield Village will accelerate the payment of the 50% remaining balance of ($164,000.00), contractually owed to OneCommunity the first day of the thirteenth month after the Acceptance Date, i.e. July 1, 2010, as documented in the "Fiber Facilities Construction and Provision of Services Agreement" dated 1/29/2009 and executed by both Parties. As of the effective date of this MOU, a $40,000.00 line of credit will be set aside by OneCommunity in the Fund to initially be used to pay lateral build costs for new customers that join the MVFN network.

onecommunity