

RESOLUTION NO. 7778-R49

A RESOLUTION APPROVING AN AGREEMENT  
FOR CATV CONSULTANT SERVICES

WHEREAS, the Champaign-Urbana Joint CATV Commission, which acts as an advisory body to the City Councils of the City of Urbana and the City of Champaign, has determined that it is necessary to contract for various professional and technical services in conjunction with the development and construction of the Champaign and Urbana cable television system; and

WHEREAS, the Cable Television Information Center of The Urban Institute, an advisory group created by the Ford Foundation and the Markle Foundation, represents that it has expertise and full staff capabilities in the following areas: legal, engineering, economic, financial, administrative, and analytical services; and

WHEREAS, the Champaign-Urbana Joint CATV Commission, by a motion unanimously adopted, has recommended that an "Agreement for CATV Consultant Services" be executed with the Cable Television Information Center of The Urban Institute.

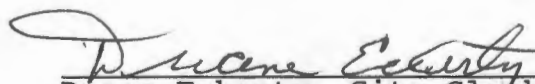
NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF URBANA, ILLINOIS, as follows:

1. That the Agreement for CATV Consultant Services by and between the City of Urbana and the City of Champaign and the Cable Television Information Center of The Urban Institute, a copy of which said Agreement is attached hereto and hereby incorporated by reference, be and the same is hereby approved.

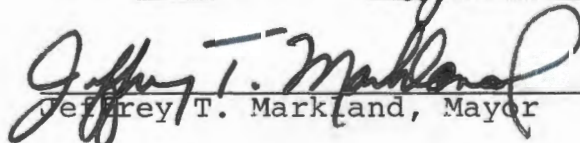
2. That the Mayor of the City of Urbana be and the same is hereby authorized to execute said Agreement for and on behalf of the City of Urbana.

3. That the costs of said CATV Consultant Services shall be paid by the City of Urbana in accordance with the provisions of said Agreement.

PASSED by the City Council this 10<sup>th</sup> day of April,  
1978.

  
\_\_\_\_\_  
Duane Eckerty, City Clerk

APPROVED by the Mayor this 11<sup>th</sup> day of April,  
1978.

  
\_\_\_\_\_  
Jeffrey T. Markland, Mayor

7778-R49

THIS IS THE ATTACHMENT WHICH IS REFERRED TO IN RESOLUTION  
NO. #7778-R49 AND IS INCORPORATED THEREIN BY REFERENCE.

\_\_\_\_\_  
Beverly Umbarger  
Acting City Clerk

Date: \_\_\_\_\_



AGREEMENT  
FOR  
CATV CONSULTANT SERVICES

THIS AGREEMENT entered into by and between the CITY OF CHAMPAIGN and the CITY OF URBANA, municipalities located in the State of Illinois, and the CABLE TELEVISION INFORMATION CENTER OF THE URBAN INSTITUTE.

WITNESSETH :

WHEREAS, the Cities of Champaign and Urbana have jointly established a Champaign-Urbana Joint CATV Commission, which acts as an advisory body to the City Councils of the City of Champaign and the City of Urbana for the purpose of overseeing the construction, development and operation of the CATV System and the administration of the CATV Franchise Ordinances; and

WHEREAS, the Champaign-Urbana Joint CATV Commission has recommended, and the Cities of Champaign and Urbana have determined that they wish to jointly contract with the Cable Television Information Center of The Urban Institute for the purpose of securing CATV Consultant Services for the Cities and the CATV Commission; and

WHEREAS, the Cable Television Information Center of The Urban Institute, an advisory group created by the Ford Foundation and the Markle Foundation, represents that The Center has expertise and full staff capabilities in the following areas: legal, engineering, economic, financial,

administrative, and analytical services; and

WHEREAS, the Cities of Champaign and Urbana, by duly enacted Resolutions of their respective City Councils, have authorized that this Agreement be executed on behalf of their respective cities and the Champaign-Urbana Joint CATV Commission.

NOW, THEREFORE, in consideration of the mutual agreements contained in this Agreement, the CITY OF CHAMPAIGN, the CITY OF URBANA, and THE CABLE TELEVISION INFORMATION CENTER OF THE URBAN INSTITUTE agree as follows:

A. PARTIES TO AGREEMENT

The parties to this "Agreement for CATV Consultant Services" shall be the City of Champaign, the City of Urbana, and the Cable Television Information Center of The Urban Institute.

B. DEFINITIONS

For the purpose of this Agreement, the following terms, phrases and words and their derivations shall have the meaning given herein:

1. "CATV Commission" means the Champaign-Urbana Joint CATV Commission.
2. "CATV System" means the Champaign-Urbana Television System, as described and provided for in the respective Champaign and Urbana CATV Franchise Ordinances, as amended, which Champaign-Urbana Communications, Inc., has agreed to construct, own and operate to serve the cities and citizens of Champaign and Urbana, and the University of Illinois.
3. "CUCI" means Champaign-Urbana Communications, Inc., which is the CATV franchise grantee, and consists of Cable Communications, Inc., a local company, and American Television and Communications Corporation, a national company.
4. "The Center" means the Cable Television Information Center of The Urban Institute, an advisory group created by the Ford Foundation and the Markle Foundation.

C. OVERSIGHT AND SUPERVISION

The Chairperson of the CATV Commission, on behalf of the CATV Commission, shall be responsible for overseeing and supervising the execution and administration of this Agreement with The Center, subject to the review and approval of the CATV Commission. During any absence of the Chairperson, the Vice-Chairperson shall assume this responsibility and exercise these duties.

D. AUTHORIZATION OF SERVICES

For the purpose of this Agreement, only the CATV Commission shall be authorized to request and approve CATV consultant services with The Center, and thereby incur expenditures. All such requests and authorizations for the CATV consultant services with The Center shall be in writing.

E. BASIS OF SERVICES

The Center agrees to provide expert services to and consultation with the CATV Commission, on an as need be basis, such CATV consultant services to include but not necessarily be limited to legal, engineering, economic, financial, administrative, and analytical services.

F. NON-EXCLUSIVITY

The parties to this Agreement understand and agree that this Agreement is not to be construed as an exclusive agreement with The Center for such CATV consultant services, and that the respective Cities and the CATV Commission shall not in any manner be restricted from seeking services with

any other person, firm, corporation, or entity.

G. FEES AND PAYMENTS

For the CATV consultant services duly requested and authorized, as set forth in Section "D" above, the Cities of Champaign and Urbana bind themselves to pay to The Center up to forty-five dollars (\$45.00) per hour for each person extending such services, for the actual time spent in the performance of these services. In conjunction with these consultant services and in addition to the above payment, the Cities of Champaign and Urbana further agree to reimburse The Center for travel, lodging, telephone, mail, services required to be subcontracted, and such other necessary expenses at cost; plus nineteen percent (19%) of such expenses for overhead.

The above payments to The Center are to be made by the City of Champaign and the City of Urbana on a two-thirds (2/3) to one-third (1/3) proration between Champaign and Urbana respectively. Invoices for such payments should be itemized and submitted by The Center to the Secretary of the CATV Commission. All such invoices shall be reviewed and recommended for payment by the CATV Commission.

It is expressly understood and agreed by the parties to this Agreement that the maximum total amount incurred for CATV consultant services by both the City of Champaign and the City of Urbana, combined, shall not exceed twelve thousand dollars (\$12,000) during the term of this Agreement.

H. COMMENCEMENT AND DURATION

This Agreement for CATV Consultant Services shall be effective and commence when executed by all parties to this Agreement, following passage and approval of the authorizing Resolutions by the respective City Councils of the Cities of Champaign and Urbana, Illinois, and shall continue in effect through June 30, 1979, unless otherwise terminated in the manner provided below.

I. TERMINATION

It is mutually understood and agreed by the parties to this Agreement that any party may terminate this Agreement, at any time, by delivering to the other parties by registered mail, return receipt requested, thirty (30) days written notice of termination.

J. INDEMNITY AGREEMENT

It is expressly understood and agreed by the parties to this Agreement that the Cities of Champaign and Urbana agree to indemnify and hold harmless The Center from and against any loss, cost, or expense arising out of legal actions, suits, or administrative proceedings of whatever nature, type or description, as a result of The Center's performance of the CATV consultant services for the respective Cities and the CATV Commission; provided, that in the event any such proceeding is commenced, the Cities shall have the right to undertake or participate in such proceedings, and The Center shall have the obligation to fully and completely cooperate with the Cities in any such effort.

K. AMENDMENT

Before this Agreement may be amended, the CATV Commission must consider



and approve the proposed amendment or amendments. An amended Agreement shall be effective when approved by the respective City Councils of the Cities of Champaign and Urbana, and ratified by all parties to this Agreement.

L. SEVERABILITY

If any provision of this Agreement is found to be invalid for any reason, such invalidation shall not render invalid other provisions of this Agreement which can be given effect without the invalid provision.

M. GOVERNING LAW

This Agreement shall be construed in accordance with the Laws and Constitution of the State of Illinois.

IN WITNESS WHEREOF, the parties to this Agreement for CATV Consultant Services have caused this Agreement to be executed by their duly authorized representatives as follows:

CITY OF CHAMPAIGN

CITY OF URBANA

BY: \_\_\_\_\_  
Eugene Miller, City Manager

BY: \_\_\_\_\_  
Jeffrey Markland, Mayor

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
City Clerk

ATTEST: \_\_\_\_\_  
City Clerk

THE CABLE TELEVISION INFORMATION CENTER  
OF THE URBAN INSTITUTE

BY: \_\_\_\_\_  
Harold Horn, Executive Director

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_