

A RESOLUTION AUTHORIZING THE MAYOR  
TO EXECUTE AN AGREEMENT FOR FINANCIAL CONSULTING 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 professional financial consulting services in conjunction with the administration of the Urbana and Champaign CATV Franchise Ordinances; and

WHEREAS, the CPA firm of Bray, Drake, Guthrie, Richardson and Wilberg has expertise and full staff capabilities in the area of auditing, accounting and related financial advisory services; and

WHEREAS, the Champaign-Urbana Joint CATV Commission, by a motion unanimously adopted, has recommended that an "Agreement for Financial Consulting Services" be executed with the firm of Bray, Drake, Guthrie, Richardson and Wilberg.

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

1. That the Mayor be and he is hereby authorized for and on behalf of the City of Urbana to execute an "Agreement for Financial Consulting Services", by and between the City of Urbana, the City of Champaign, and the firm of Bray, Drake, Guthrie, Richardson and Wilberg, a copy of which Agreement is attached hereto and made a part hereof.

2. The costs of said financial consulting services shall be paid by the City of Urbana in accordance with the provisions of said Agreement.

PASSED by the City Council this 15th day of January,  
1979.

  
Beverly Umbarger  
Beverly Umbarger, Acting City Clerk

APPROVED by the Mayor this 2 day of February,  
1979.

Jeffrey T. Markland  
Jeffrey T. Markland, Mayor

AGREEMENT  
FOR  
FINANCIAL CONSULTING 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 firm of BRAY, DRAKE, GUTHRIE, RICHARDSON AND WILBERG, Certified Public Accountants.

W I T N E S S E T H :

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 firm of Bray, Drake, Guthrie, Richardson, and Wilberg for the purpose of securing financial consulting services for the Cities and the CATV Commission; and

WHEREAS, the firm of Bray, Drake, Guthrie, Richardson and Wilberg has expertise and full staff capabilities in the areas of auditing, accounting and related financial advisory 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 firm of BRAY, DRAKE, GUTHRIE, RICHARDSON, AND WILBERG, agree as follows:

A. PARTIES TO AGREEMENT

The parties to this "Agreement for Financial Consulting Services" shall be the City of Champaign, the City of Urbana, and the firm of Bray, Drake, Guthrie, Richardson and Wilberg, Certified Public Accountants.

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 Cable 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. "Consultant" means the firm of Bray, Drake, Guthrie, Richardson and Wilberg, Certified Public Accountants.



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 Consultant, subject to the review and approval of the CATV Commission. During the 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 financial consulting services with the Consultant, and thereby incur expenditures. All such requests and authorizations for the financial consulting services with the Consultant shall be in writing.

E. BASIS OF SERVICES

The Consultant agrees to provide expert services to and consultation with the CATV Commission, on an as need be basis, such financial consulting services to include but not necessarily be limited to auditing, accounting, and related financial advisory 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 Consultant for such financial consulting 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 financial advisory services duly requested and authorized, as set forth in Section "D" above, the Cities of Champaign and Urbana bind themselves to pay to the Consultant 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 consulting services and in addition to the above payment, the Cities of Champaign and Urbana further agree to reimburse the Consultant for travel, lodging, telephone, mail, services required to be subcontracted and such other necessary expenses at cost; plus fifteen percent (15%) of such expenses for overhead.

The above payments to the Consultant 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 Consultant 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 five thousand dollars (\$5,000) during the term of this Agreement.

H. COMMENCEMENT AND DURATION

This "Agreement for Financial Consulting 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 December 31, 1981, 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 Consultant 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 Consultant's performance of the financial consulting 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 Consultant 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 Financial Consulting 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 T. Markland, Mayor

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

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

Attest; \_\_\_\_\_  
City Clerk

Attest: \_\_\_\_\_  
City Clerk

BRAY, DRAKE, GUTHRIE, RICHARDSON & WILBERG

By: \_\_\_\_\_

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

Attest: \_\_\_\_\_