

**RESOLUTION NO. 2019-09-036R**

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE URBANA PARK DISTRICT FOR MEDIA PRODUCTION SERVICES**

**WHEREAS**, Article VII, Section 10(a), of the Illinois Constitution, 1970, and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, authorize intergovernmental cooperation in any manner not prohibited by law or ordinance; and

**WHEREAS**, the Urbana Park District (“District”) and the City of Urbana (“City”) desire to execute an intergovernmental agreement to allow the City to provide cost effective video recording, audio visual support, production, broadcast, and other services (collectively, “media production services”) for and on behalf of the District as herein provided; and

**WHEREAS**, Section 5 of the Intergovernmental Cooperation Act, 5 ILCS 220/5, requires the governing body of each party to an intergovernmental agreement to approve such agreement; and

**WHEREAS**, the City Council, after due consideration, finds that approval of an intergovernmental agreement with the District for media production services is in the best interests of the residents of the City and is desirable for the welfare of the City’s government and affairs.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council, of the City of Urbana, Illinois, as follows:

**Section 1.**

An Intergovernmental Agreement between the Urbana Park District and the City of Urbana for Media Production Services, in substantially the form of the copy of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

**Section 2.**

The Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute and deliver and the City Clerk of the City of Urbana, Illinois, be and the same is hereby authorized to attest to said execution of said Agreement as so authorized and approved for and on behalf of the City of Urbana, Illinois.

**Section 3.**

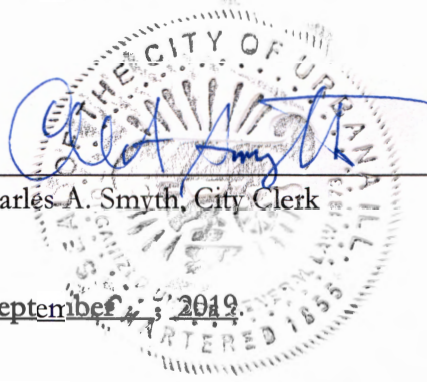
The City Council does hereby confirm and ratify all prior actions taken by all officials of the City of Urbana with respect to said Agreement.

**PASSED BY THE CITY COUNCIL** this 16<sup>th</sup> day of September, 2019.

AYES: Brown, Jakobsson, Hazen, Hursey, Miller, Roberts, Wu

NAYS:

ABSTENTIONS:

  
\_\_\_\_\_  
Charles A. Smyth, City Clerk

**APPROVED BY THE MAYOR** this 17<sup>th</sup> day of September, 2019.

  
\_\_\_\_\_  
Diane Wolfe Marlin, Mayor

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE URBANA PARK DISTRICT AND THE CITY OF URBANA FOR MEDIA PRODUCTION SERVICES**

This Intergovernmental Agreement (hereinafter, "IGA") by and between the Urbana Park District (hereinafter, the "District"), a body politic and corporate, and the City of Urbana (hereinafter, the "City"), a home rule unit of municipal government, (collectively, hereinafter, the "Parties") is made and entered into and is effective as of the latest date appearing below.

**WHEREAS**, pursuant to Article VII, Section 10 of the Illinois Constitution of 1970 and 5 ILCS 220/1, *et seq.*, the Parties can enter into agreements which provide for joint cooperation by and among the Parties; and

**WHEREAS**, the Parties wish to enter into this IGA in order for the City to provide cost-effective video recording, audio visual support, post-production and digital distribution online and on the City's public access television channel (hereinafter "Broadcast Services") for and on behalf of the District.

**NOW**, for good, valuable and mutual consideration, which each Party acknowledges, having in hand received and for the mutual exchange of the terms, conditions and covenants contained in this IGA, the Parties agree as follows:

**Section 1 – Responsibilities of the District:**

**I. For public hearings and meetings:**

The District shall:

- a. Provide an annual schedule of such public hearings and meetings for which the City's Broadcast Services are requested, and also provide notice of any changes to the annual schedule 72 hours before the amended meeting date, and at least 24 hours prior to any special or otherwise unscheduled meeting so as to allow time for unscheduled City staffing and equipment to be arranged.
- b. Provide adequate time and space in the hearing/meeting room for City staff to set up, operate, and remove City equipment.
- c. Provide adequate parking for City staff near the building in which the hearing/meeting will be held so that City staff can conveniently load and unload the City's equipment and transport the same to the hearing/meeting room.
- d. Use reasonable efforts to obtain any and all written consents in the event that a consent or consents of a third-person or third-persons is or are required to be obtained prior to including or using that third-person's name, personal information, likeness, or video or

photographic image in any media and/or Broadcast Service to be provided by the City to the District.

- e. Use reasonable efforts to assure that each hearing, meeting or broadcast for which City staff and equipment shall be used shall not knowingly violate any third-person's intellectual property rights including, but not necessarily limited to, copyrights, trademarks, service marks, or patents.
- f. Pay to the City the fees outlined in Addendum A appended to and incorporated into this IGA. The District shall have no obligation to pay fees for any hearing or meeting cancelled at least 72 hours prior to the scheduled time of such hearing or meeting.

**II. For other events:**

- a. Provide a reasonably detailed description of requested Broadcast Services in reasonably sufficient time for City staffing and equipment availability to be arranged. A reasonably detailed description for each event for which Broadcast Services are requested shall include the nature of the event, the location of the event, the date and start and finish times of the event, the onsite location where the City's staff will operate the City's media equipment, an estimate of production services hours required (including planning, recording and editing of media), and any other information the City reasonably deems necessary in order for the City to evaluate and satisfy the District's request for said Broadcast Services.
- b. Pay the fees outlined in Addendum A. The District shall have no obligation to pay fees for any event cancelled at least 72 hours prior to the scheduled time of such event.

**III. Interference with services:** At all times when the City is providing Broadcast Services of any type, regardless of the reason for or location of such services, the District shall not interfere with the set-up, operation and/or take-down of media equipment unless such interference is undertaken for the purpose of preserving human life, health, or safety or to protect property from damage.

**Section 2 – Responsibilities of the City of Urbana:**

**I. For public hearings and meetings and other events:**

The City shall:



- a. Provide such ongoing technical consultation to the District prior to and during the execution of Broadcast Services as the City deems appropriate with the goal of assuring that high quality services are provided to the District;
- b. Reconcile City estimates with District estimates of production services hours required in advance of the City's provision of such Broadcast Services. Actual fees will be assessed in 30 minute increments according to the City of Urbana's schedule of fees. In the event that the District seeks to retain the City to provide Broadcast Services for two or more meetings or events or for a scheduled series of meetings and/or events, the City will provide the District with an estimate of the fees the City will charge for the group or series of meetings.
- c. Notify appropriate District staff of scheduling conflicts or other issues. The City shall use its reasonable best efforts to provide Broadcast Services as scheduled and otherwise requested by the District, subject to staff time availability, equipment capabilities, and staff technical abilities.
- d. Perform the agreed-upon Broadcast Services to the technical standards of City of Urbana staff.
- e. Maintain an accurate record of production services hours, including planning, recording, and editing of media.

In the event that the City is unable to provide any Broadcast Services scheduled and/or otherwise requested pursuant to this IGA and such unavailability is due to some act or omission on the part of the City, any payments received by and/or due to the City from the District for the anticipated but cancelled Broadcast Services shall be refunded to the District and/or waived. In the event that the City is unable to provide any Broadcast Services scheduled and/or otherwise requested pursuant to this IGA and such inability is due to any act, omission or cancellation on the District's part, the City shall remain entitled to payment as if those services were rendered by the City as the City's exclusive remedy.

**Section 3 – Term and Termination:**

This IGA shall remain in full force and effect for a period of one (1) year commencing with the latest date appearing below and shall renew automatically for successive one (1) year terms until one of the Parties seeks to terminate this IGA. Either Party may terminate this IGA

by giving written notice of its intent to terminate to the other Party at least thirty (30) days prior to the expiration of the then current term of this IGA.

**Section 4 – Authority to Enter into this IGA:**

Each Party to this IGA represents and warrants that the person who has executed this IGA on behalf of the respective Party is duly authorized to do so as of the date the person executed this IGA.

**Section 5 – Sole Agreement; Amendment:**

This IGA shall constitute the sole agreement by and between the Parties pertaining to Broadcast Services and shall supersede and replace any prior agreement, whether oral or in writing, by and between the Parties regarding the same. This IGA may be amended or modified only by a writing duly executed by the Parties hereto and such amendment or modification, if any, shall be deemed effective as of the date the last Party executes any such amendment or modification.

**Section 6 – Default and Waiver:**

In the event any Party (“Non-Defaulting Party”) believes that the other Party (“Defaulting Party”) is in default of any term, provision or covenant of this IGA, the Non-Defaulting Party shall send written notice to the Defaulting Party which describes the nature of the alleged default and which identifies the section of this IGA believed to be in default. The Defaulting Party shall, within fourteen (14) days of receipt of any notice of default, (i) cure the default identified in the notice of default; (ii) provide the Non-Defaulting Party with a timeframe in which to cure the default if the default cannot be cured within the aforesaid fourteen (14) day period; or (iii) provide the Non-Defaulting Party written evidence insofar as why the Default Party believes it is not in default as described in the notice of default. Any failure by a Party to notify another Party of the latter’s default shall not constitute a waiver of such default.

**Section 7 – Governing Law; Dispute Resolution:**

The laws of the State of Illinois shall govern any action for breach or to enforce, construe or interpret this IGA. Any action for breach or to enforce, construe or interpret this IGA shall be initiated and maintained in the Circuit Court for the Sixth Judicial Circuit, Champaign County, Illinois. However, prior to the initiating any such litigation, the Parties shall undertake good faith efforts to negotiate a resolution of any dispute regarding this IGA.

**Section 8 – Notices:**

Any notice required to be given in this IGA shall be deemed effective as follows:

- i. If notice is provided by First Class U.S. Mail, such notice shall be deemed effective four (4) business days after placement of such notice with the United States Postal Service if such notice is placed in a properly addressed and stamped envelope.
- ii. If notice is provided by facsimile, such notice shall be deemed effective the business day after transmission of such facsimile if the sender's fax machine provides a printed receipt evidencing the intended recipient's receipt of the facsimile and if no such receipt is available, then the notice shall be deemed effective four (4) business days after its transmission.
- iii. If by personal or courier service delivery, such notice shall be deemed effective the business day after said notice was delivered to the recipient.
- iv. If by e-mail, such notice shall be deemed effective on the day the e-mail was sent unless such e-mail was sent after 4:00 p.m. Central Time in which case said e-mail shall be deemed effective on the next business day.

Notice to the City of Urbana shall be to: UPTV Station Manager City of Urbana 400 South Vine Street Urbana, IL 61801	Notice to the District shall be to: Executive Director Urbana Park District 303 West University Avenue Urbana, IL 61801
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**Section 9 – Invalidity of IGA:**

If any court of competent jurisdiction determines that this IGA is unlawful or invalid in whole for any reason, this IGA shall terminate. If any court of competent jurisdiction determines that one or more, but not all, provisions of the IGA are unlawful or invalid for any reason, the Parties shall endeavor to negotiate an amendment to this IGA which is consistent with any court finding but which will allow the Parties to effectuate the overall purpose of this IGA.

**Section 10. – Indemnification; Consents:**

Each Party shall indemnify, hold harmless and defend the other Party and that other Party's elected and appointed officials, officers, employees, agents, and representatives from and against any actions, claims, suits, causes of action, judgments, liabilities, orders, decrees, and defendants that arise out of the other Party's intentional, willful, wanton, grossly negligent, or negligent acts or omissions that causes any personal injury, bodily injury, damages, to any to any

person or property. Further, the District shall indemnify, hold harmless and defend the City and its elected and appointed officials, employees, agents, and representatives from and against any actions, claims, suits, causes of action, judgments, liabilities, orders, decrees, and defendants that arise out of the other Party's intentional, willful, wanton, grossly negligent, or negligent acts or omissions by the District concerning the District's misappropriation of any person's intellectual property rights including, but not necessarily limited to copyrights, trademarks, service marks, and/or patents.

[ Signature Page Follows. ]



IN WITNESS WHEREOF, the parties hereto, pursuant to authority given by their respective governing bodies, have caused these presents to be executed by their duly authorized officers, duly attested, on the dates set forth below.

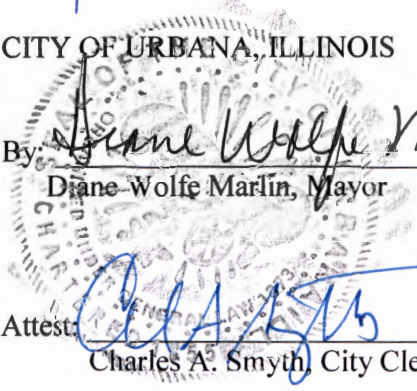
Urbana Park District, ILLINOIS

By: Nancy J Delcomyn Date: 8/13/19

CITY OF URBANA, ILLINOIS

By: Diane Wolfe Marlin Date: 5.7.19  
Diane Wolfe Marlin, Mayor

Attest: Charles A. Smyth Date: 5/7/2019  
Charles A. Smyth, City Clerk



**Addendum A – Schedule of Fees**

**The Schedule of Fees that applies to the contract will always be the current effective Schedule maintained by the City and available on its website, or from the Finance Department.**