

RESOLUTION NO. 7677-R45

A RESOLUTION APPROVING A JOINT
CONTRACT FOR CATV NEGOTIATION
SERVICES BETWEEN THE CITIES OF
URBANA AND CHAMPAIGN AND DELBERT D. SMITH

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

1. That the "CATV Consulting Services Agreement" for CATV Negotiation Services between the City of Urbana, Illinois, the City of Champaign, Illinois, and Dr. Delbert D. Smith, a copy of which is attached hereto and hereby incorporated by reference, be and the same is hereby approved subject to the City of Urbana being able to withdraw as a party to the "CATV Consulting Services Agreement" previously approved by the City Council by Resolution No. 7677-R34, which was passed by the City Council on November 15, 1976, and approved by the Mayor on November 22, 1976.

2. That the Mayor of the City of Urbana, after an effective withdrawal of the City of Urbana from the previously approved and executed Agreement as described above, be and the same is hereby authorized for and on behalf of the City of Urbana to execute the Agreement attached hereto and made a part hereof.

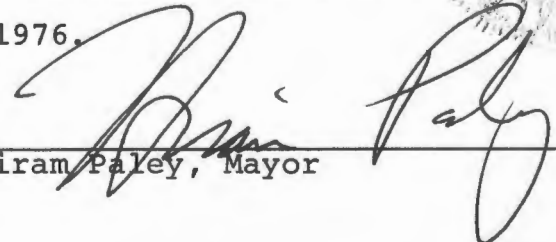
3. That the costs of said CATV consulting services shall be paid by the City of Urbana in accordance with the provisions of the Agreement attached hereto and made a part hereof.

PASSED by the City Council of the City of Urbana, Illinois,
this 20th day of December, 1976.

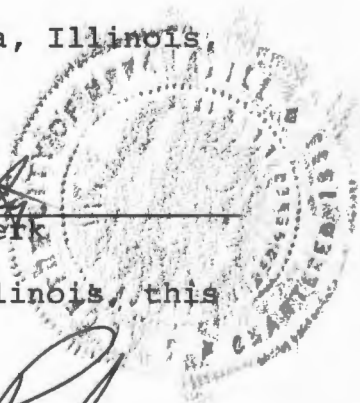


Duane Eckerty, City Clerk

APPROVED by the Mayor of the City of Urbana, Illinois, this
27 day of December, 1976.



Hiram Paley, Mayor



CATV CONSULTING SERVICES AGREEMENT

(For CATV Negotiation 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 DR. DELBERT D. SMITH.

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 Agreement; 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 Dr. Delbert D. Smith for the purpose of providing CATV Consulting Services to the Cities and the CATV Commission.

NOW, THEREFORE, in consideration of the mutual agreements contained in this Agreement, the CITY OF CHAMPAIGN, the CITY OF URBANA, and DR. DELBERT D. SMITH agree as follows:

A. 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, which Champaign-Urbana Communications, Inc., proposes 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. "Associates" means any individuals, partnerships, associations or corporations working with or for Dr. Delbert D. Smith in the execution and implementation of this Agreement, excluding CUCI. Dr. Smith shall be responsible for notifying the Chairman of the CATV Commission from time to time, in writing, of the names and addresses of any associates. Any associates for which notice has not been received shall not be covered by the Indemnity Agreement included herein.

B. MEMBERSHIP

The parties to this Agreement shall be the City of Champaign, the City of Urbana, and Dr. Delbert D. Smith.

C. OVERSIGHT AND SUPERVISION

The Chairman 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 Dr. Delbert D. Smith, subject to the review and approval of the CATV Commission.

D. SERVICES AND TASKS

Dr. Delbert D. Smith shall provide consulting and support services to the Chairman of the CATV Commission in the Chairman's negotiations with regard to the development of the CATV System by CUCI for Champaign and Urbana. Specific tasks shall be assigned by the Chairman of the CATV Commission, subject to the acceptance by Dr. Delbert D. Smith.

E. FEE AND PAYMENT

The fee for the performance of the above services and tasks shall be sixty dollars (\$60.00) per hour for time spent in the performance of these services and tasks; plus actual travel costs, telephone and similar related expenses at cost plus ten percent (10%) overhead. All persons consulted with or employed by Dr. Delbert D. Smith shall be at his own expense unless agreed to and approved by the CATV Commission.

Payment of the above fee to Dr. Delbert D. Smith is to be made by the City of Champaign and the City of Urbana on a two-thirds (2/3) to one-third (1/3) basis between Champaign and Urbana respectively.

The maximum total payment by both the City of Champaign and the City of Urbana combined shall not exceed ten thousand dollars (\$10,000.00).

F. COMMENCEMENT AND DURATION

This Agreement shall commence as of Wednesday, December 22, 1976, and shall continue during the period

and for the duration of the negotiations between the Chairman of the CATV Commission and CUCI, except as provided below.

G. TERMINATION

It is mutually agreed by and through 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 notice of termination.

H. INDEMNITY AGREEMENT

In consideration of the services and tasks to be performed by Dr. Delbert D. Smith and any associates, the Cities of Champaign and Urbana, Illinois, agree to indemnify and save harmless Dr. Delbert D. Smith and any associates from any and all claims or causes of action arising out of the performance of such services and tasks, and to defend or pay the costs of such claims or causes of action against Dr. Delbert D. Smith or any associates; provided, however, that such indemnity is agreed not to include punitive damages, and is limited to an amount established by those funds reasonably anticipated to be available from the CATV Franchise Fees at three percent (3%), as received during the CATV Franchise period. Any and all liabilities incurred by Dr. Delbert D. Smith and any associates which exceed an amount equal to those funds reasonably

anticipated to be available from the CATV Franchise Fees at three percent (3%) as received during the CATV Franchise period, and which arise out of the services and tasks noted above, shall be borne by and be the sole responsibility of Dr. Delbert D. Smith and any associates.

I. AMENDMENT

Before this Agreement may be amended, the CATV Commission must consider the amendment. An amended Agreement shall be effective when executed by the City of Champaign and the City of Urbana, and ratified by all parties to the Agreement.

J. 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.

K. GOVERNING LAW

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

IN WITNESS WHEREOF, the undersigned Parties to this Agreement have caused this Agreement to be duly executed. The undersigned representatives of the City of Champaign and the City of Urbana have attached herewith a copy of the legislation authorizing them to sign and execute this Agreement for and on behalf of their respective Cities.

CITY OF CHAMPAIGN

CITY OF URBANA

BY _____
Eugene Miller
City Manager

BY _____
Hiram Paley
Mayor

DATE _____

DATE _____

ATTEST: _____
City Clerk

ATTEST: _____
City Clerk

DR. DELBERT D. SMITH

BY _____
Dr. Delbert D. Smith

DATE _____

ATTEST: _____