

**AN INTERGOVERNMENTAL AGREEMENT FOR
NEGOTIATION OF THE RENEWAL OF CABLE FRANCHISES WITH INSIGHT
COMMUNICATIONS MIDWEST LLC**

THIS AGREEMENT entered into this ____ day of _____, 2007, by and between the CITY OF CHAMPAIGN, ILLINOIS (“Champaign”), AND the CITY OF URBANA, ILLINOIS (“Urbana”).

WHEREAS, the Cities of Champaign and Urbana each have a cable television franchise agreement with Insight Communications Midwest LLC; and

WHEREAS, those franchises expire February 28, 2009; and

WHEREAS, the cities have a long history of cooperating in the negotiation and oversight of cable television franchises and services, including the intergovernmental advisory body created jointly by the cities, the Champaign-Urbana Cable Television & Telecommunications Commission; and

WHEREAS, The Federal law governing cable television franchise renewal requires the cities to determine local needs in regard to cable television services, and the cities have determined that a joint process to determine those needs and to negotiate successor franchise agreements is appropriate and in the best interests of the community; and

WHEREAS, Section 10 of Article VII of the 1970 Illinois Constitution and “The Intergovernmental Cooperation Act” (5 ILCS 220/, et seq.) provides for intergovernmental cooperation.

NOW, THEREFORE, Champaign, and Urbana agree as follows:

Section 1. Selection of a Consultant. Champaign shall be the Lead Agency on behalf of the parties and shall contract for services desirable or necessary to determine the needs of the community and to negotiate successor cable television franchise agreements. Each party hereby gives consent for Champaign to enter into a contract with Moss & Barnett for such services. In the event that an additional contract for services is necessary, no such contract

shall be entered into except upon the consent of each party, as evidenced by the written approval of the Urbana Mayor and the Champaign City Manager,

Section 2. Cost Sharing. Champaign and Urbana agree to share all costs of a consultant selected pursuant to Section 1 at the rate of based on the following formula: Champaign, 2/3, and Urbana, 1/3. The total cost of the consultant(s) shall not exceed One hundred Fifty-Four Thousand Dollars(\$154,000.00).

If additional funds are required, Urbana will be contacted by Champaign with a proposed amendment to this Agreement, stating the required additional funds and each party will have an opportunity to continue with the project pursuant to the Agreement as amended. If a party chooses not to continue its participation due to the need for additional funds, such party may cease to participate by following the termination procedure in Section 6, but will be responsible for its proportionate share of costs to date.

Section 3. Additional Parties. Other governmental entities may become parties to this agreement by requesting to do so if all other parties consent. Such consent shall be evidenced by the written approval of the parties representatives set forth in section 1. The consent may be evidenced electronically. Such additional party shall contribute financially to these undertakings in a proportionate amount appropriate relative to the other parties' undertakings, as the persons consenting shall agree. The contribution shall be supplemental to the amounts already contributed by the parties and permit increased efforts as agreed to by the parties.

Section 4. Payment. Payment for consultant services rendered under this Agreement shall be due to Champaign within 45 days following receipt by Urbana of an itemized statement of the services performed. Such statement shall describe the services rendered.

Section 5. Coordination of Work. Champaign and Urbana shall cooperate in this franchise renewal project. The parties agree that the first step in the process is an evaluation of the needs of both communities and that the task of preparing reports for this determination is

the first task of the renewal process. Both parties agree to cooperate with the selected consultant on the preparation of reports for the Councils concerning community needs.

Section 5. Completion and Termination

(a) This Agreement will continue in full force and effect until the approval by each City Council of a franchise agreement with Insight Communication Midwest LLC or successor company, unless terminated earlier by any party as outlined below;

(b) Any signatory to this Agreement may terminate this Agreement by giving no less than fourteen (14) days' written notice of the intent to terminate this Agreement. Provided however, neither party may terminate this Agreement prior to completion of the needs assessment except upon the mutual consent of both parties evidenced by both Councils' approval of termination of this Intergovernmental Agreement. Notice shall be considered given when deposited in the United States mail, postage prepaid, and addressed as provided in Section 6 below;

(c) In the event of termination of this Agreement by any participant prior to completion and final payment by that participant, the participant will pay Champaign its share of the costs for all services performed up to that party's total proportionate share of the project costs which were actually and satisfactorily rendered up to date of termination.

Section 6. Notice. Notice given hereunder shall be given to:

Champaign at:

City Manager
City of Champaign
102 North Neil Street
Champaign, IL 61820

City Attorney
City of Champaign
102 North Neil Street
Champaign, IL 61820

Urbana at:

Mayor
City of Urbana
400 South Vine Street
Urbana, IL 61801

City Attorney
City of Urbana
400 South Vine Street
Urbana, IL 61801

IN WITNESS WHEREOF, Champaign and Urbana have executed this Agreement.

CITY OF CHAMPAIGN, ILLINOIS

By: _____
City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

DATE: _____

CITY OF URBANA

By: _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

DATE _____

RESOLUTION NO. 2007-02-004R

A RESOLUTION APPROVING
AN INTERGOVERNMENTAL AGREEMENT
REGARDING CABLE FRANCHISE RENEWAL

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

Section 1. That the Agreement attached hereto entitled “An Intergovernmental Agreement for Negotiation of the Renewal of Cable Franchises with Insight Communications Midwest LLC” is hereby approved.

Section 2. That the Mayor is hereby authorized to execute the Agreement approved in substantially the same form as attached hereto.

Section 3. That the Mayor is hereby authorized to execute such other agreements as are necessary to further the objectives of the Intergovernmental Agreement approved in Section 1.

PASSED by the City Council this _____ day of _____, _____.

AYES:

NAYS:

ABSTAINS:

Phyllis D. Clark, City Clerk

APPROVED by the Mayor this _____ day of _____, _____.

Laurel Lunt Prussing, Mayor