

Resolution No. 2009-08-027R

**A Resolution Authorizing the Mayor to Sign an
Intergovernmental Agreement with the University of
Illinois and the City of Champaign Regarding the Big
Broadband Consortium**

(UC2B)

WHEREAS, the City of Urbana (hereinafter "the City", an Illinois municipal corporation, has a population of 25,000 and is a home rule unit pursuant to Article VII, §6 of the Constitution of the State of Illinois of 1970 and 65 ILCS 5/1-1-9; and

WHEREAS, Article VII, §10 of the Constitution of the State of Illinois of 1970 and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, allows the City to enter into agreements, with other governmental entities, which provide for mutual cooperation; and

WHEREAS, the City, the Board of Trustees of the University of Illinois, and the City of Champaign, an Illinois municipal corporation, all are committed to the principles of intergovernmental cooperation; and

WHEREAS, , the parties' intention is to seek grants under the American Recovery and Reinvestment Act ("ARRA") for the development and construction of a broadband project to serve "underserved" areas within the Urbana-Champaign community as generally described in the "Urbana-Champaign Big Broadband Proposal" dated July 21, 2009 ("UC2B Proposal"), and consistent with the Broadband Technology Opportunities Program Project Categories as set forth in the "Notice of Funds Availability - Fact Sheet - July, 2009" and the Notice of Funds Availability issued by the Department of Commerce for the for the Broadband Technology Opportunities Program; and

WHEREAS, in order to develop and operate a coordinated broadband system, it is necessary to establish a system consortium; and

WHEREAS, the mission of such a consortium is to:

1. Build multiple backbone rings identified in the Proposal;
2. Build a Fiber to the Premise (FTTP) infrastructure in the thirty-five (35) "underserved" census block groups identified in the Proposal;
3. Provide fiber and develop options for providing e Internet services to the FTTP customers;
4. Build the lateral fiber connections to schools, fire stations, senior living facilities, community technology centers and other private fiber locations;
5. Activate fiber services to the UC2B partners and investors;
6. Complete the construction of the physical elements of the project by November of 2012;
7. Operate the system developed pursuant to intergovernmental agreement for the benefit of the community; and

WHEREAS, the City wishes to commit itself to the cooperative creation of such a consortium;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Urbana, Illinois the following:

That the Mayor is hereby authorized to sign, on behalf of the City of Urbana, the Intergovernmental Agreement Providing for the Creation of the Urbana-Champaign Big Broadband System Consortium (attached hereto and fully incorporated herein). Said Agreement shall be in effect immediately upon execution by all parties.

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

**INTERGOVERNMENTAL AGREEMENT PROVIDING
FOR THE CREATION OF THE
URBANA-CHAMPAIGN BIG BROADBAND SYSTEM CONSORTIUM**

THIS AGREEMENT is made and entered by and between the City of Champaign, a municipal corporation, the City of Urbana, a municipal corporation, and the Board of Trustees of the University of Illinois ("University of Illinois"), all with offices in Champaign County, Illinois, and collectively referred to as "Parties".

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. enables the parties here to enter into agreements among themselves and provide authority for intergovernmental cooperation; and,

WHEREAS, the parties find it to be in the best interest to the City of Champaign, the City of Urbana, and the University of Illinois to develop and operate a coordinated countywide broadband system; and,

WHEREAS, the parties are committed to the principles of intergovernmental cooperation; and,

WHEREAS, the parties' intention is to seek grants under the American Recovery and Reinvestment Act ("ARRA") for the development and construction of a broadband project to serve "underserved" areas within the Champaign-Urbana community as generally described in the "Urbana-Champaign Big Broadband Proposal" dated July 21, 2009 ("UC2B Proposal"), attached hereto and incorporated by reference herein ("Proposal"); and consistent with the Broadband Technology Opportunities Program Project Categories as set forth in the "Notice of Funds Availability – Fact Sheet – July, 2009" and the Notice of Funds Availability issued by the Department of Commerce for the for the Broadband Technology Opportunities Program (both of which are attached hereto and incorporated by reference herein); and

WHEREAS, in order to develop and operate a coordinated broadband system, it is necessary to establish a system consortium; and,

WHEREAS, the mission of such a consortium is to:

1. Build multiple backbone rings identified in the Proposal;
2. Build a Fiber to the Premise (FTTP) infrastructure in the thirty-five (35) "underserved" census block groups identified in the Proposal;
3. Provide fiber and develop options for providing e Internet services to the FTTP customers;
4. Build the lateral fiber connections to schools, fire stations, senior living facilities, community technology centers and other private fiber locations;
5. Activate fiber services to the UC2B partners and investors;
6. Complete the construction of the physical elements of the project by November of 2012;
7. Operate the system developed pursuant to this Agreement for the benefit of the community.

WHEREAS, it is necessary to provide generally for structure, operations and joint funding of the consortium; and,

WHEREAS, the parties desire that the system be operated and managed with clear lines of authority for implementing policies to achieve the mission and goals of a consortium as set forth and as articulated from time to time by the parties; and,

NOW, THEREFORE, the parties agree as follows:

SECTION 1. DEFINITIONS

- a) "Consortium" means the Urbana-Champaign Big Broadband System Consortium (UC2B), consisting of the members, equipment, personnel, and programs established by and operating pursuant to this Agreement and created to perform the tasks necessary to establish and maintain the broadband system developed under this Agreement.
- b) "Consortium Coordinator" is an employee of the Lead Agency charged by the Lead Agency with the responsibility of administering, supervising, managing and directing the activities, programs, and employees assigned to the Consortium in order to successfully construct, maintain, and operate the system.
- c) "Consortium Staff" means staff of the Lead Agency who are assigned work on Consortium activities under the direction of the Consortium Coordinator.
- d) "Grant Agreements" means those agreements entered into pursuant to the ARRA grants made available under the general terms of the "Notice of Funds Availability – Fact Sheet – July, 2009", attached hereto.
- e) "Lead Agency" means the party designated by the members, pursuant to this Agreement as the party having overall responsibility for Consortium operations on an ongoing basis in accordance with the policies established by the Policy Committee and this Agreement. The parties acknowledge that the "Lead Agency" may be different for different parts of the overall undertaking.
- f) "Members" mean the City of Champaign, Illinois; the City of Urbana, Illinois; and the University of Illinois at Urbana-Champaign; and such other members who become signatories to the Agreement.
- g) "Party (or Member) in Good Standing" means a member that has not delivered a notice of its intent to withdraw from this Agreement or for which the Policy Committee has not issued a notice of payment default.
- h) "Policy Committee" means the body created by this Agreement to approve the budget for the Consortium, to develop cooperative approaches regarding area wide broadband construction and operation and the concerns of each party, and to perform such other functions as are set forth in this Agreement.
- i) "Program" means the design, construction, and operation of a fiber optic system in the Bradley Avenue Corridor and adjacent areas designed and operated to serve underserved, unserved and vulnerable populations as required by the terms of the ARRA grant.
- j) "System" means a series of fiber optic rings constructed as an open network, and including all fiber connections to the premises constructed, operated by, or controlled by the Consortium, and includes broadband infrastructure, public computer center projects that expand computer center capacity at entities that permit public use of computer assets, and sustainable broadband projects that promote broadband demand.
- k) "Technical Committee" means the body created by this Agreement to provide technical advice and recommendations to the Policy Committee.

SECTION 2. CONSORTIUM CREATED

- a) The parties hereby create the Urbana-Champaign Big Broadband System Consortium, an undertaking to operate a communitywide broadband system. The Consortium is created to construct, develop and operate a coordinated system. Service from Consortium and access to Consortium services shall be in accordance with this Agreement.
- b) The Consortium shall be a unit of the Lead Agency, subject to the Lead Agency's policies and procedures, except as otherwise specified in the Agreement. The parties hereby authorize and direct the Lead Agency to operate pursuant to this Agreement, and the Lead Agency hereby agrees to operate pursuant to this Agreement.

SECTION 3. CONSORTIUM MISSION

The mission of the Consortium and its members is to:

- a) Coordinate the construction of the Program and implement connections as required by the Grant Agreements;
- b) Lead development effort for connection to the system;
- c) Establish standards for quality of all connections;
- d) Maintain system records and make such records accessible to all members;
- e) Provide all members access to the system;
- f) Establish and maintain the system, including an operational budget;
- g) Provide system administration and ongoing system support, upgrades, and maintenance for Consortium-controlled assets;
- h) Provide services to members in accord with a work plan approved by the Policy Committee;
- i) Promote use of the system;
- j) Establish operational, administrative, and procedural policy as related to the system operations.

SECTION 4. POLICY COMMITTEE CREATED

The Policy Committee is hereby created in accordance with the following provisions:

a) Membership.

- (i) The Policy Committee shall be comprised of two (2) members to be designated by the Chancellor of the University of Illinois and by each of the Chief Administrative Officers of other members. Additionally, the Chair of the Technical Committee shall be an ex officio voting member of the Policy Committee. The designation shall be made in writing and sent to the

Chancellor and the Chief Administrative Officer of the other members. These shall be voting representatives.

(ii) Additionally, there shall be one (1) non-voting representative of the non-governmental sector, and one (1) non-voting representative of small or specialized governmental users. Both of these non-voting representatives shall be appointed by the Chair and approved by the Policy Committee and shall serve for a three-year term.

b) Voting. In those matters required by this Agreement to be decided by the Policy Committee, unless otherwise specified in this Agreement, the proposition voted upon shall not be considered approved unless it receives an affirmative vote from at least a majority of Policy Board members or such greater percentage vote specified in this Agreement of all voting members of the Policy Committee in good standing.

c) Quorum. A quorum shall consist of a majority of voting representatives of the Policy Committee members in good standing.

d) Unanimous Vote. In those matters required by this Agreement to be decided by a unanimous vote of the Policy Committee, a proposition shall not be considered adopted unless it receives an affirmative vote from the voting representative of each and every member that is in good standing at the time of the vote.

e) Representative's Substitute. A member's designated representative to the Policy Committee may select a designated voting representative to serve in the designated representative's absence.

f) Regularity of Meetings. The Policy Committee shall meet at least monthly. Other meetings may be called at the request of the Policy Committee Chair or any two (2) of the voting members' representatives on the Policy Committee.

g) Open Meetings Act. The Policy Committee shall adhere to the requirements of the state's Open Meetings Act.

SECTION 5. POLICY COMMITTEE FUNCTIONS AND RESPONSIBILITIES

The Policy Committee shall have the following functions and responsibilities:

a) Mission/By-Laws/Committees. The Policy Committee shall have the authority to adopt a mission statement, to enact procedural by-laws governing or directing the activities of the Consortium, provided such mission statement and by-laws do not conflict with the terms of this Agreement, and to create such committees as it deems advisable.

b) Officers. The Policy Committee shall elect a Chair and such officers as it deems advisable from among the voting representatives of the members, said election to occur every two (2) years in June, unless a vacancy sooner occurs, in which case the election shall occur within thirty (30) days after the vacancy.

c) General Responsibilities. The Policy Committee is responsible for approving: policy, priorities, budget, work plan, and technical standards.

d) Budget.

i) The Policy Committee shall, by an affirmative vote of five (5) of the seven (7) voting members:

- 1) annually approve a budget; and
- 2) approve amendments to said budget and expenditures as from time to time deemed necessary by the parties.

ii) The tentative budget for each year shall be submitted by the Lead Agency to the Policy Committee during March of each year.

iii) Unless a new budget is approved by July 1st of any year, the last previously approved budget shall continue from year to year.

iv) The format of the budget shall conform to the format of the Lead Agency's budget unless otherwise directed by vote of the Policy Committee.

e) Funding Formula. The Policy Committee shall annually on or before February 1 of each year, by a unanimous vote, approve the funding formula to determine the parties' share of expenses for Consortium operations, provided, however, that the most recently approved cost-sharing formula shall continue unless amended by the unanimous vote of the parties. The funding formula shall take into account the contribution to the Consortium by a member of fiber or facilities already constructed by the member.

f) Intergovernmental Agreement. The Policy Committee may approve contracts with other governmental entities to provide some or all of Consortium services on a contractual basis.

g) Purchases. The Policy Committee may approve contracts for the purchase of goods or services with units of federal, state and local units of government, private corporations, not-for-profit organizations, partners and individuals. All such purchases shall be made in accordance with the purchasing policies of the Lead Agency.

h) Gifts. The Policy Committee may approve the application for agreements for the receipt by the Consortium of grants, loans, gifts, bequests, funding, in-kind services from federal, state and local units of government, and from public and private sources.

i) Lead Agency. The Policy Committee may designate the Lead Agency by at least a two-thirds (2/3) affirmative vote of all voting members, provided that no members shall be designated Lead Agency without its consent, and provided further that, unless the parties agree otherwise, no change in the Lead Agency shall take place without at least one hundred and eighty (180) days' prior notice prior to the beginning of the next fiscal year of the current Lead Agency.

j) Technical Committee. The Policy Committee shall appoint the Technical Committee. Each voting Policy Committee member, except the ex-officio Technical Committee Chair, may appoint up to two (2) persons to the Technical Committee, one of whom shall be designated as the voting representative of the member. The Policy Committee member may authorize an alternate Technical Committee voting representative to vote when its regular member is absent for the Technical Committee meeting.

k) Role of the Technical Committee.

i) The Technical Committee shall make recommendations to the Policy Committee concerning:

- 1) Hardware requirements;
- 2) Software requirements;
- 3) Networking;
- 4) Standards;
- 5) Other aspects of the system as requested by the Policy Committee.

ii) Recommendations of the Technical Committee shall be by majority vote, though consensus of all voting participants is desirable.

iii) Prior to the purchase of equipment related to the infrastructure, software or hardware or the adoption of technical standards that has the potential to impact members' operations or the overall operation of the infrastructure, the Technical Committee shall seek input and concurrence from all members prior to recommending the purchase, or recommending a technical standard.

l) Fee Policies. The Policy Committee shall have the authority to set fees for usage of the system by a majority vote of voting members.

SECTION 6. LEAD AGENCY DESIGNATED

The initial Lead Agency for the purposes of applying for, receiving and administering any grant under ARRA shall be the University of Illinois.

The parties agree to meet to determine the Lead Agency for the purposes of administering or performing the operational phases of the grant, and ultimately the Lead Agency for the administrative and continuation of the Consortium activities.

SECTION 7. LEAD AGENCY DUTIES

The Lead Agency shall be responsible for, and is hereby empowered to take, all actions to support the overall operation of Consortium and its affairs in accordance with this Agreement and the mission, goals and objectives approved by the Policy Committee. These duties include, but are not limited to:

- a) Employing and supervising all personnel assigned to the Consortium in accordance with the Lead Agency's policies and procedures, including, but not limited to, hiring, firing, disciplining, establishing incentives, benefits, negotiations with unions, and all other employment decisions.
- b) Directing the management and supervision of all employees assigned to Consortium duties in accordance with the policies and procedures of the Lead Agency.
- c) Incurring and paying, on the behalf of the members and in accordance with this Agreement and Consortium's approved budget, all Consortium expenses.
- d) Entering into all contracts, lease and procurement agreements in accordance with this Agreement, the approved budget, and the policies and procedures of the Lead Agency,

including the acquisition of interests in real property as necessary to complete the Project.

- e) Expending funds in accordance with the Consortium's approved budget. Purchasing shall be conducted in accordance with the Consortium approved budget and the purchasing policies and procedures of the Lead Agency.
- f) Providing all personnel administration, financial support staff, insurance, legal advice and management support and services in accordance with this Agreement and the approved Consortium budget and the policies and procedures of the Lead Agency.
- g) Billing and collecting from each member its share of the cost of Consortium's operations as provided in this Agreement and the approved annual budget and work plan of Consortium.
- h) Overseeing the establishment and implementation of policies and procedures at the Consortium staff level to implement the mission, goals, and work plan of the Consortium.
- i) Developing a proposed annual budget and work plan and administering the approved budget, expenditures, and work plan in accordance with this Agreement.
- j) Providing staff support, including the recording and distribution of minutes for the Consortium Policy and Technical Committee, and bringing policy/technical issues to the committees as appropriate.
- k) Providing necessary office space, furnishings, equipment, hardware, software, and technical support for the Consortium to operate.
- l) Providing generally for the audit, accounting for, receipt, and custody of consortium funds.

The Lead Agency shall be entitled to reimbursement for the costs it incurs in performing these functions, which costs shall be included in Consortium's budget, as amended from time to time in accordance with this Agreement. The formula for cost reimbursement shall be established as part of the funding formula.

SECTION 8. MEMBER RESPONSIBILITIES

Each member shall:

- a) Utilize the system only in accordance with Consortium policies;
- b) Provide two (2) people to serve as active voting representatives on the Policy Committee;
- c) Provide at least one (1) staff person to serve as an active voting representative for the Technical Committee.
- d) Provide information on a regular or as needed basis to the Consortium in order to maintain current information necessary for the Consortium to fulfill its mission;
- e) Pay for Consortium activities in accordance with this Agreement.

SECTION 9. FINANCES

a) Contributions. Each party shall be responsible for contributing to the Consortium budget and expenses based on a cost-sharing formula established from time to time by the members. Any change in the formula may be made by a unanimous vote of the parties' voting representatives on the Policy Committee. The initial approved cost-sharing formula will be attached as Exhibit A" after approval of the Policy Committee as set forth in this subsection. The most recently approved cost-sharing formula shall continue unless amended by unanimous vote of the parties.

b) Records. The Lead Agency shall maintain financial records regarding Consortium operations and finances in accordance with generally accepted governmental accounting standards, which records shall be available at the Lead Agency's finance offices for inspection by any of the parties during regular business hours.

c) Invoices. The Lead Agency shall invoice each member on the first day of each quarter for the next quarter's service for its share of Consortium costs based on the approved cost sharing formula

d) Payment. Members shall pay said bills within thirty (30) days of receipt of an invoice for the same.

e) Audit. Consortium financial records shall be audited on an annual basis by the outside accountant used by the Lead Agency for its other audits and the cost of such audit shall be considered an operating expense of Consortium.

f) University. All commitments by the University are subject to constitutional and statutory restrictions and limitations binding upon the University and to the availability of funds which may be lawfully applied thereto.

g) Fiscal Year. Consortium's fiscal year shall be from July 1 to June 30.

SECTION 10. RIGHT-OF-WAY AND REAL PROPERTY ACCESS; CONSTRUCTION

a) Right-of-Way. Construction and the continued existence of the system network will require access to and a continuing presence on, over and under the public right-of-way and real property of the parties. The parties agree as follows with respect to right-of-way and real property usage:

i) Each party hereby agrees that the Consortium shall have a continuing license to utilize the right-of-way and real property of any of the parties in order to effectuate the purposes of this Agreement.

ii) Any use of the right-of-way shall be subject to all ordinances of general application concerning right-of-way, including right-of-way fees for construction, but not including franchise or rental fees which would otherwise require a continuing annual fee for right-of-way usage.

b) Construction. The Consortium shall either enter into contracts with each party to accomplish construction on right-of-way within the party's jurisdiction or the Lead Agency shall, on behalf of the Consortium, contract directly with a third party to accomplish the construction.

1. All construction shall be subject to all federal and state laws applicable, including all laws applicable to the project as a result of receipt of grant funds under the ARRA.

2. After the construction is completed, the conduits and fiber within the conduits, in addition to the license to utilize the right-of-way and real property for the operation of the system, shall be the property of the Consortium.

SECTION 11. TERMINATION BY PARTIES

a) Withdrawal. A party may terminate its participation in this Agreement as of July 1 of any year by giving written notice to each of the other parties. Such notice shall be given prior to December 31 of the year before the desired termination date.

b) Failure to Budget. Notwithstanding any provision of this Agreement to the contrary, a member may withdraw by giving prior written notice thirty (30) days in advance to each of the other parties indicating its intent to terminate its participation in this Agreement as of the end of the month following the expiration of such thirty (30) days, provided, however, withdrawal under this section can only be invoked if the corporate authorities of such member, or the legislature in the case of the University, have failed or refused to authorize, appropriate or budget the funds necessary to pay such member's share of the costs, as such costs are determined by the Policy Committee pursuant to this Agreement. Each party will utilize its best efforts to appropriate and budget sufficient funds to meet its obligations under this Agreement in full.

c) Default. If a party to this Agreement is in default of its payment obligations, the Policy Committee may so declare and terminate system services to that member thirty (30) days after the date of mailing of notice of default and termination of services to the defaulting party, unless the defaulting party cures the default in full prior to the expiration of the thirty (30) days set forth in the notice. The notice of the default declared by the Policy Committee shall be issued by the Lead Agency. The defaulting party shall continue to be responsible to pay its assigned share of the cost of Consortium as determined in accordance with this Agreement for the ensuing nine (9) months following the termination of system services. If the defaulting party, within the nine (9)-month period, pays all amounts due and the costs incurred by the Consortium in updating the information in relevant databases, system services to the party shall be reinstated.

SECTION 12. DISSOLUTION

It is the intent of the parties to maintain Consortium as a continuing operation. However, should any of the parties elect to withdraw its participation in and support of Consortium, then Consortium may continue in operation for the benefit of the remaining parties if a minimum of two (2) of the parties elect to continue their participation.

SECTION 13. EQUIPMENT; USE AND OWNERSHIP; LOAN EQUIPMENT

All equipment purchased for Consortium shall be purchased, utilized and disposed of by the Lead Agency and held in trust for Consortium use. It shall be recorded and identified by the Lead Agency as Consortium Agreement property, separate from other Lead Agency property. Prior to dissolution of Consortium, all proceeds from the sale of any Consortium Agreement property or data shall be devoted solely to the operation of Consortium. In the case of a change in Lead Agency, all right, title, and interest to Consortium property shall be transferred with the Lead Agency function to the new Lead Agency.

Any member agency may, with approval of the Policy Committee, loan personal property or equipment to the Lead Agency for the use of Consortium. Such property shall continue to be owned by the member agency, and the Lead Agency shall keep written records of such loaned equipment. If the party owning the loaned equipment wishes to withdraw it from Consortium service, that party may do so provided that, if in the opinion of the Consortium Director, the property is essential to Consortium and requires replacement to ensure consistency and proper functioning of Consortium, then such loaned equipment shall be withdrawn only after providing a reasonable notice of withdrawal to the other parties.

SECTION 14. RIGHTS OF TERMINATING PARTY TO CONSORTIUM ASSETS

A party terminating its participation in this Agreement shall continue to maintain its financial interest in all equipment purchased for the Consortium operation prior to the date of that member's termination. Such equipment or proceeds derived from the disposition of the equipment shall continue to be used for the continued operation of Consortium until Consortium is dissolved. The Lead Agency shall deliver to the terminating party a list of the equipment in which the terminating party has an interest within twenty (20) days after the effective date of termination.

SECTION 15. DISPOSITION OF CONSORTIUM ASSETS UPON DISSOLUTION

Upon dissolution of Consortium, unless the parties otherwise agree:

1. Within 30 days after the last of the parties to agree to dissolve or when 2 or 3 parties terminate participation in the Consortium, the parties shall each select a person technically qualified to evaluate the assets of the Consortium and suggest a manner and method of disposition in a written report. Said person shall, within 60 days after the last of the parties to select a representative, suggest the manner and method of disposition of the assets to the parties in their written report. The person selected shall be guided, but not be restricted, by the following principles, unless otherwise required by law:

- a. The location of the asset, if the location is important to the usefulness of the asset;
- b. Whether an asset would be useful only when used in conjunction with another asset;
- c. The impact on any user who is, or may be impacted, by the disposition;
- d. The replacement value of the asset;
- e. The population served by the asset;
- f. Any federal regulations which govern the disposition of the assets.

If the chief administrative officer of any party is not evidenced agreement within 28 days after receipt of the report, by notifying the Chief Administrative Officer of the other parties in writing, the parties shall be deemed to have not agreed on the disposition by this method and proceed to method 2.

2. All assets held in trust by the Lead Agency on behalf of the parties to this Agreement shall be sold at a public sale, and the proceeds, all assets held in trust by the Lead Agency on behalf of the parties of this Agreement will be sold at public sale and the proceeds, after deducting all costs of sales and any unpaid obligations relating to such assets or operating expenses of the Consortium, shall be divided among the parties to this Agreement in equal amounts.

Any one (1) or more of the parties shall have the right to purchase such assets at their fair market value prior to any public sale. Such fair market value shall be determined by unanimous vote of the Policy Committee. If any one (1) party wishes to purchase such assets or a

particular asset for the fair market value, the matter will be decided by lot. Any persons purchasing assets in the right-of-way of a government unit, including the right-of-way of the parties, shall be required to enter into an agreement with that governmental unit for the use of the right-of-way, and there shall not be any continuing right to use the right-of-way of a governmental unit as an inherent aspect of the purchase.

SECTION 16. INSURANCE

The Lead Agency shall procure and maintain, during the term of this Agreement or any extension thereof, sufficient property insurance to cover the replacement value of the Consortium equipment and all equipment loaned to Consortium, against all direct loss or damage. The cost of any such insurance shall be a cost of operating Consortium, to be borne by the parties hereto in the same manner as other costs in accordance with this Agreement. The Lead Agency shall procure and maintain liability and worker's compensation insurance for Consortium operations in accordance with insurance purchase standards for its other operating departments. The insurance shall name each member agency as additional insured under the liability policy procured.

SECTION 17. LIMITATIONS OF PERSONNEL

No employee shall have authority to commit, obligate or bind any party hereto to any contract or obligation unless specifically authorized by said party, except as provided for in this Agreement.

SECTION 18. AMENDMENTS

This Agreement may be amended in writing at any time by mutual agreement of all of the parties to the Agreement. Amendments shall refer back to this Agreement and to subsequent amendments, if any, on the same subject and shall specify the language to be changed or to be added. The execution of any amendment shall be authorized by passage of an appropriate ordinance or other proper and lawful corporate action by the corporate authorities of each party.

SECTION 19. ADDITIONAL NON-VOTING MEMBERS

The Policy Committee may add new non-voting governmental members to the Policy Committee if such admission to membership would assist the Committee in the conduct of its business.

SECTION 20. EFFECTIVE DATE

This Agreement shall be effective as to each member on the date such member executed the Agreement.

SECTION 21. NOTICES

Notices hereunder shall be provided personally or by first class mail to the Chancellor of the University and to the Chief Administrative Officer of each party and to the attorney representing each party. The date of the notice shall be the third day after the date of mailing of notice is provided by mail. If the notice is provided by personal delivery, the date of personal delivery is the date of the notice.

SECTION 22. APPLICABLE LAWS

On performing the obligations hereunder, the parties shall comply with all applicable federal, state and local laws and the terms of any grant agreement concerning ARRA funds.

SECTION 23. COUNTERPARTS

This Agreement may be signed in several counterparts, each of which shall be considered an originally executed agreement for all purposes.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals to this Agreement as of the dates below indicated.

CITY OF CHAMPAIGN

CITY OF URBANA

By: _____
City Manager

By: _____
Mayor

Date: _____

Date: _____

ATTEST: _____
City Clerk

ATTEST: _____
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

City Attorney

City Attorney

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS

By: _____
Comptroller

Date: _____

ATTEST: _____
Secretary

Chancellor

Business Office

APPROVED AS TO FORM:

Campus Legal Counsel

- Attachments:**
- 1. **UC2B Proposal**
 - 2. **Notice of Funds Availability Fact Sheet**
 - 3. **Notice of Funds Availability**