Resolution # R5-98-2

A Resolution Authorizing and Approving Participation in the West Central Cable Agency

Whereas, the Village of Indian Head Park (the "Village") has worked jointly in the past with the Villages of LaGrange, LaGrange Park and Western Springs to administer cable television franchise agreements, including the provision of public access programming through their membership in the West Central Cable Commission; and

Whereas, Section 10, Article VII of the Illinois Constitution of 1970 authorizes units of government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

Whereas, the Illinois Intergovernmental Cooperation Act (the "Act"), 5 ILCS 220/1 et seq. provides further authority for intergovernmental cooperation and Section 5 of the Act, 5 ILCS 220/5, specifically provides authority for the formation and execution of intergovernmental contracts; and

Whereas, after many years of experience and consideration it is believed that a cooperative effort by several communities working together will continue to make the best use of cable television and public access thereto; and

Whereas, the franchising, regulation of the franchise holders, monitoring of the franchise agreements and the use of the cable television system for the residents of the member communities will be best utilized and administered by and through a joint effort; and

Whereas, the member communities of the West Central Cable Commission, together with the Village of Riverside, desire to create a new intergovernmental agency to be known as the West Central Cable Agency with the powers and duties as prescribed under a separate agreement to be adopted subsequent to the adoption and execution of this Resolution herewith; and

Whereas, in order to implement the new agreement, the Village must adopt the West Central Cable Agency Agreement attached herewith.

Now, Therefore, be it resolved by the President and Board of Trustees of the Village of Indian Head Park, Cook County, Illinois, as follows:

Section 1. That by adoption and execution of this Resolution, the Village of Indian Head Park approves its membership in the West Central Cable Agency.

Section 2. That the Village of Indian Head Park hereby approves the attached West Central Cable Agency Agreement and authorizes the Village President to execute said Agreement on behalf of the Village, and further acknowledges and accepts its financial obligations and responsibilities as contained in that approved Agreement.

Passed, by the Board of Trustees of the Village of Indian Head Park, Cook County, Illinois, at a regular meeting thereof, held on Thursday, May 28, 1998, and approved by Edward J. Jaeky, Village President on the same day.

Aye: Beauford, Bermier, Coleman, Grane, Hoak, Pellegrino

Nay: -0-

Absent: -0-

Edward J. Jaeky

Edward J. Jaeky, Village President

Norman L. Schnaufer

Norman L, Schnaufer, Village Clerk

WEST CENTRAL CABLE AGENCY
AGREEMENT

This document will serve as an Agreement amongst certain municipalities who desirous of creating the West Central Cable Agency (hereinafter referred to as "MEMBERS" of the "AGENCY".

WHEREAS, the Villages of LaGrange, LaGrange Park, Indian Head Park, Riverside and Western Springs have worked jointly on administrating cable television franchise agreements, including the provision of public access programming, and are desirous of continuing to work together; and

WHEREAS, Section 10, Article VII of the Illinois Constitution of 1970 authorizes units of government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, the Illinois Intergovernmental Cooperation Act (the "Act"), 5 ILCS 220/1 et seq. provides further authority for intergovernmental cooperation and Section 5 of the Act, 5 ILCS 220/5, specifically provides authority for the formation and execution of intergovernmental contracts; and

WHEREAS, after many years of experience and consideration it is believed that a cooperative effort by several communities working together will continue to make the best use of cable television and public access thereto; and

WHEREAS, the franchising, regulation of the franchise holders, monitoring of the franchise agreements and the use of the cable television system for the residents of the member communities will be best utilized and administered by and through a joint effort; and

WHEREAS, the member communities desire to create an intergovernmental Agency to be known as the West Central Cable Agency with the powers and duties as prescribed below; and

WHEREAS, with this Agreement, the MEMBERS establish their mutual rights and responsibilities concerning their membership in the AGENCY.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL BENEFITS AND OBLIGATIONS SET FORTH HEREIN, it is agreed among the MEMBERS, as follows:

1) PREAMBLE INCORPORATED

The preamble to this agreement is incorporated into and made a part of this agreement.

2) ESTABLISHMENT

There is hereby established a West Central Cable Television AGENCY whose MEMBERS shall consist of those MEMBERS who are parties to this agreement including the Villages of LaGrange, LaGrange Park, Indian Head Park, Riverside and Western Springs plus any other governmental entity admitted to membership from time to time.

3) NEW MEMBERS

Membership is limited to communities who have a cable television system and franchise agreement compatible with the other communities who are a party to this agreement. New MEMBERS must accept the terms of this agreement by the passage of a resolution by their Corporate Authorities that is certified by the City or Village Clerk's Office and must have their membership approved by a majority vote of the existing MEMBERS. Said vote must occur at a properly noticed public meeting.

4) PURPOSE

The AGENCY shall administer franchise agreements between the cable television provider(s) and the MEMBERS; shall promulgate rules for access to the cable television system and shall have whatever other powers and duties are more fully described herein and as are delegated to the AGENCY from time to time by the Corporate Authorities of the MEMBERS.

5) MEMBERSHIP

The representative for each MEMBER shall be the Village President or Mayor. In addition, each MEMBER shall be allowed to appoint at least one (1), but no more than two (2) alternate delegates. One alternate delegate shall be the chief administrative officer of the city or village, i.e., the City or Village Manager/Administrator and the other shall be as assigned by the MEMBER. The second alternate delegate can be a Council or Board Member, City or Village Clerk or any other interested party as determined by the MEMBER. The record of the appointment of the second alternate delegate shall be kept in the offices of the Village or City Clerk of the respective MEMBERS. All alternate delegates will serve at the pleasure of the MEMBERS . In all cases, each MEMBER shall have only one (1) vote upon matters to be brought before the AGENCY no matter how many alternate delegates are in attendance as long as at least the representative or one (1) alternate delegate is in attendance.

6) OFFICERS

Chair – By a vote of the majority of the MEMBERS at a duly noticed meeting, The AGENCY shall select one (1) representative or delegate to serve as Chair of the AGENCY. The Chair shall be selected at the AGENCY's first organizational meeting after the adoption of this agreement by all participating MEMBERS and thereafter at the first meeting of each fiscal year. The Chair to be selected shall serve for a term of one (1) year and can be re-elected for an additional one (1) year term but no more than two (2) additional terms. . The Chair of the AGENCY shall rotate between MEMBERS as much as is practical and feasible.

Vice Chair – A Vice Chair shall be selected in the same fashion as the Chair and the Vice-Chair shall be responsible for the duties of Chair in the absence of the Chair.

Administrator – An Administrator shall be shall be hired by the AGENCY. The duties and functions of the Administrator will be as prescribed in this agreement with other duties and functions to be assigned from time to time by the AGENCY.

7) MEETINGS

Meetings of the AGENCY shall at all times be open to the public as prescribed by the Illinois Open Meetings Act. A copy of the minutes of all meetings shall be filed promptly with all MEMBERS . A quorum shall consist of a majority of the MEMBERS, and no official business shall be conducted without a quorum of MEMBERS present. A representative or delegate of a MEMBER will be considered present if they are in attendance in person or in attendance by the use of a conference telephone or other communication equipment by means of which all persons participating in the meeting can communicate with each other. The AGENCY shall meet at least quarterly during the fiscal year of the AGENCY, which is established as May 1st through April 30th, or as is appropriate and determined by the AGENCY.

The AGENCY may adopt its own rules of procedure which shall be in accordance with this Agreement, the Illinois State Statutes, and applicable Federal Statutes. Upon request, the AGENCY shall provide to the Corporate Authorities of the MEMBERS an annual report of activities, goals and objectives.

8) COMPENSATION

No representatives or delegates to the AGENCY shall receive any compensation for such service. The Administrator and contractual employees may be paid such compensation as is authorized by the AGENCY.

9) POWERS AND DUTIES

The AGENCY shall determine the general policies of the administration and use of the cable television system. The AGENCY shall have only those powers and duties as are specifically granted to it by the MEMBERS or as may be reasonably inferred by the powers granted herein. The AGENCY shall forward copies of its minutes and other such reports and recommendations and policy decisions as may be periodically prepared and passed by the AGENCY to the MEMBERS . The AGENCY shall examine and study all matters related to the operation of cable television pursuant to the franchise agreements. Duties shall include but are not limited to the following:

a) Protecting subscriber rights;
b) Monitoring of the franchise agreements, including the review of other franchise agreements between cable television company(s) and other municipalities and municipal consortiums;
c) Monitoring Federal and State policies and regulations pertaining to the operation of cable television;
d) Facilitating discussions between subscribers and the cable operator;
e) Providing a forum for public input regarding cable television;
f) Developing and implementing a plan for the use of cable television in municipal services for the MEMBERS;
g) Assessing and developing public education programming;
h) Coordinating cable programming and cable systems training;
i) Evaluating and recommending additional uses for cable television;
j) Facilitating the use of local origination and public access programming;
k) Reviewing and analyzing such data, records and reports provided by the cable operator(s) pursuant to the franchise agreements;
l) Reviewing scholarship programs administered by cable operator(s);
m) Any other related matters.

10) THE ADMINISTRATOR

The Administrator shall perform such duties and functions as outlined in a job description prepared and approved by the AGENCY. The Administrator shall, among other duties and functions:

a) Monitor all aspects of the franchise agreements between the MEMBERS and cable TV providers including service provision and reporting requirements;

b) Coordinate all public relations including customer contacts and complaints, marketing of the cable TV system and liaison between the cable providers and the MEMBERS;

c) Manage all contractual relationships approved by the AGENCY and select and supervise other employees authorized by the AGENCY;

d) Prepare an annual budget together with monthly or quarterly fund revenue/expenditure reports for the AGENCY;

e) Review and pay all accounts payable and monitor accounts receivable;

f) Recommend an auditor to the AGENCY for their approval;

g) Coordinate and administer all AGENCY activities including all AGENCY meetings, minutes and agendas and attest to the Chair's signature on all AGENCY documents that require such.

h) Perform such other duties and functions as from time to time may be assigned by the AGENCY.

11) BUDGET

The AGENCY will prepare, no later than February 1st of each year, a proposed operating and capital improvement budget for the subsequent fiscal year. The proposed budget must be prepared in a form that complies with recognized budgeting practices of municipally sponsored intergovernmental agencies and be approved by a majority of the MEMBERS of the AGENCY. The proposed budget will contain a statement of estimated revenues, expenditures and a year end fund balance for the current fiscal year and the proposed fiscal year on a line item basis. The AGENCY will deliver a copy of the proposed budget to all MEMBERS by March 15th of each year.

12) FINANCIAL OBLIGATION OF THE MEMBERS

The financial obligation to the AGENCY by each MEMBER shall be determined based upon the following formula:

$\frac{A}{T}$ times $(B-C) = F$

A = Annual Revenues: The annual revenue of the cable television company(s) for the MEMBERS as determined by the fiscal year end financial report of the previous fiscal year for the cable television company(s).

T = Total Revenue: Annual revenue of the cable television company(s) for all MEMBERS combined as determined by the fiscal year end financial report of the previous fiscal year for the cable television company(s).

B = Budgeted Expenditures: A budgeted expenditure of the AGENCY as approved by a majority of the MEMBERS in the annual budget.

C = Direct Contribution: Yearly direct contribution by the cable television company(s) to the AGENCY.

F = Financial Obligation: Yearly financial contribution which is due to the AGENCY from each MEMBER.

13) EMPLOYEES

The AGENCY shall be empowered to hire an Administrator and any other employees as necessary which are included in the adopted annual budget of the AGENCY.

14) VOTING

Each MEMBER shall be entitled to one (1) vote on each matter submitted to a vote at any meeting of the AGENCY . Proxy or absentee voting shall not be permitted, however, MEMBERS entitled to vote may participate in any act at any meeting of the AGENCY through the use of a conference telephone or other communication equipment by means of which all persons participating in the meeting can communicate with each other. Participation in such meeting shall constitute attendance an presence in person at the AGENCY meeting of the person or person so participating . Voting shall be conducted according to the following procedures:

a) A quorum shall consist of the majority of the MEMBERS of the AGENCY. If a quorum is present, the affirmative vote of the majority of the MEMBERS represented at the meeting and entitled to vote on a matter shall be the act of the AGENCY, unless a greater number of votes is required by this Agreement.

b) Voice voting shall be permitted unless one (1) or more representatives or delegates request a roll call vote or the vote requires an affirmative vote of a majority of the MEMBERS for passage.

c) An affirmative vote of the majority of the MEMBERS of the AGENCY shall be required to alter, amend or repeal this agreement. Said alteration, amendment or repeal must also be approved by a majority of the Corporate Authorities of the MEMBERS in order to take effect, however, the actions of the representatives or delegates of the AGENCY do not restrict the Corporate Authorities of a majority of the MEMBERS from altering, amending or repealing this agreement.

d) An affirmative vote of the majority of the remaining MEMBERS is necessary to expel a MEMBER of the AGENCY. An affirmative vote of the majority of the MEMBERS will be necessary for such other matters as the AGENCY shall establish, provided that such a rule can only be established by at least an affirmative vote of the majority of the MEMBERS .

15) FINANCES

No later than sixty (60) days after the beginning of the fiscal year or the effective date of membership in the AGENCY, the MEMBERS shall submit to the AGENCY their full year proportionate share of the financial obligation as determined in Section 12. Failure to meet this obligation within said sixty (60) day period shall result in loss of status and privileges of the MEMBER in question, including voting rights, without further action by the AGENCY of any other MEMBER. A MEMBER who fails to meet this obligation within said sixty (60) day period will be responsible for all court costs and attorney fees incurred by the AGENCY in collecting the delinquent payments from the MEMBER in question.

Following the close of each fiscal year, the AGENCY shall have an independent audit of its financial records performed by a certified public accountant. The AGENCY shall distribute copies of the audit to MEMBER communities upon completion in a timely manner.

16) WITHDRAWAL FROM THE AGENCY

All MEMBERS of the AGENCY shall be obligated to continue as MEMBERS indefinitely subject to termination and withdrawal procedures as outlined herein:

a) Any member may withdraw from membership by giving written notice of such intention to all other MEMBERS at least ninety (90) days prior to the commencement of the fiscal year. Failure to give such notice shall obligate the Member to continue for the next fiscal year period and shall obligate that Member to financial responsibilities as contained in the approved annual budget. A MEMBER who fails to meet any of the financial obligations specified herein will be responsible for all court costs and attorney fees incurred by the AGENCY in collecting the delinquent financial obligations from the MEMBER in question.

b) By a vote of a majority of the entire remaining membership of the AGENCY, any MEMBER may be expelled. Such expulsion, which shall take effect in the manner set out below, may be carried out for any one of the following reasons:

1) Failure to make any payments to the AGENCY;
2) Failure to furnish full cooperation with the AGENCY or its attorneys, agents, employees, officers or independent contractors;
3) Failure to carry out any obligation of a MEMBER which impairs the ability of the AGENCY to carry out its purpose and powers.

c) No MEMBER may be expelled except after written notice from the AGENCY of the alleged failure. The MEMBER shall then have not less than fifteen (15) days to cure the alleged failure. The MEMBER, within that fifteen day period, may submit written or oral reasons and arguments why expulsion should not occur. Despite expulsion, the former MEMBER continues to be fully obligated for any

payments due the AGENCY and any other unfulfilled commitments of said former MEMBER which were incurred prior to the date of said expulsion.

17) COMMENCEMENT OF THE AGENCY

This Agreement shall be in full force and effect and legally binding upon the signatory MEMBERS as of midnight the _____ day of _____, 1998, if by that date the number of signatories equal three (3) or more of the proposed MEMBERS communities.

WHEREUPON, under the authority granted to me by (Ordinance or Resolution) number ?????????, passed by the Corporate Authorities of the City/Village of ???????????, on the ??th day of ???????, 1998, I do hereby execute and the Clerk does hereby attest to my signature as evidenced by the _____of_____has approved the Agreement for the creation of the West Central Cable AGENCY and authorize my signature upon this Agreement whereby this Municipality will become a MEMBER of the West Central Cable AGENCY.

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