

12-R-97

A RESOLUTION

Amending the 1997/98 Community Development
Block Grant Program and Authorizing the Reallocation
of Unspent Funds from the 1996/97 CDBG Program

WHEREAS, with passage of Resolution 6-R-96 and 5-R-97 the Evanston City Council did approve the applications for 1996/97 and 1997/98 Community Development Block Grant (CDBG) entitlement funds and did direct the City Manager to file said applications with the United States Department of Housing and Urban Development; and

WHEREAS, the City of Evanston's applications were approved by said United States Department; and

WHEREAS, it has been determined that additional funds are needed for the 1997/98 MBE/WBE/EBE Program; and

WHEREAS, unexpended funds are available from the 1996/97 MBE/WBE/EBE program; and

WHEREAS, reallocation of said funds from the 1996/97 CDBG program to the 1997/98 CDBG program would require that the City of Evanston's applications be revised; and

WHEREAS, the Housing and Community Development Act Committee did hold a Public Meeting on February 11, 1997 to hear public opinion on said reallocation, in accordance with the CDBG Program Citizen Participation Plan, and approved said reallocation;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Evanston, Cook County, Illinois:

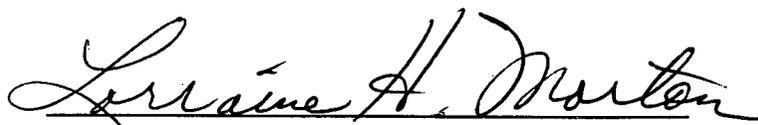
SECTION 1: That the City's 1996/97 application for Community Development Block Grant program is hereby amended and the following reallocation to the 1997/98 CDBG program is authorized:

TWENTY-SECOND YEAR GRANT (1996/97)

MBE/WBE/EBE Program \$11,149

TOTAL REALLOCATIONS TO THE 1997/98 CDBG PROGRAM: \$11,149

SECTION 2: That this resolution shall be in full force and effect from and after the date of its passage and approval in the manner provided by law.


Lorraine H. Morton, Mayor

ATTEST:


Gustav Davis
City Clerk

Adopted: February 24, 1997





Illinois Department of Transportation

Resolution 13-R-97

Resolution for Improvement by Municipality Under the Illinois Highway Code

Construction

Resolution 13-R-97

BE IT RESOLVED, by the _____ Council of the _____ City of _____, Illinois
Council or President and Board of Trustees
City, Town or Village

that the following described street(s) be improved under the Illinois Highway Code:

Name of Thoroughfare	Route	From	To
Chicago Avenue Bridge	over CTA Skokie Swift Railroad		

BE IT FURTHER RESOLVED,
1. That the proposed improvement shall consist of All preliminary (Phase I) Engineering required for replacement of the bridge and incidental work.

and be designated as Section 95-00205-00-BR

2. That there is hereby appropriated the (additional) sum of Seventy Thousand and no/100 Dollars (\$ 70,000.00) for the improvement of said section from the municipality's allotment of Motor Fuel Tax funds.

3. That work shall be done by contract ; and,
(Specify Contract or Day Labor)

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit two certified copies of this resolution to the district office of the Department of Transportation.

APPROVED

_____, 19____
Department of Transportation

District Engineer

I, Kirsten F. Davis Clerk
Mrs.
in and for the City of Evanston
(City, Town or Village)
County of Cook, hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the Council
(Council or President and Board of Trustees)
at a meeting on March 10, 1997
(Council or President and Board of Trustees)
_____, 1997.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this

11th day of March, A.D. 1997

(SEAL)

Kirsten F. Davis

City Clerk.
(City, Town or Village)



3/5/97

14-R-97

A RESOLUTION

Authorizing the City Manager to
Sign a Service Agreement Between the City of Evanston
and Evanston Community Media Center, Inc.

WHEREAS, the City has granted Continental Cablevision, Inc. ("Continental")
a franchise to operate a cable system within the City, and

WHEREAS, The Continental franchise provides that certain channel capacity
be provided for public, educational and governmental (PEG) access, and

WHEREAS, ECMC, a nonprofit access entity, seeks to provide public,
educational and government (PEG) access programming and services, including training,
management and coordination; and

WHEREAS, the City desires to obtain coordination and management of the
PEG channel capacity provided by the franchise agreement as well as training and
development of PEG users, and

WHEREAS, the City is willing to provide certain financial support to ECMC
for its efforts in providing PEG coordination and management as defined by this agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY
OF EVANSTON, COOK COUNTY, ILLINOIS:

SECTION 1: That the City Manager is hereby authorized and directed to sign
and the City Clerk hereby authorized and directed to attest on behalf of the City of Evanston
a Service Agreement by and between the City of Evanston and the Evanston Community
Media Center, Inc. Said Agreement marked as Exhibit A attached hereto and incorporated
herein by reference.

SECTION 2: That the City Manager is hereby authorized and directed to negotiate any additional conditions of the agreement as may be determined to be in the best interests of the City.

SECTION 3: That this Resolution shall be in full force and effect from and after the date of its passage and approval in the manner required by law.

Lorraine A. Morton
Mayor

ATTEST:

Gustin A. Davis
City Clerk

Adopted: March 10, 1997

SERVICE AGREEMENT

Between

City of Evanston and Evanston Community Media Center, Inc.

This Agreement, made this ____ day of March, 1997, is between the City of Evanston ("City"), and the Evanston Community Media Center, Inc., and Illinois nonprofit corporation ("ECMC").

WHEREAS:

- A. The City has granted Continental Cablevision, Inc. ("Continental") a franchise to operate a cable system within the City, and Whereas,
- B. The Continental franchise provides that certain channel capacity be provided for public, educational and governmental (PEG) access, and Whereas,
- C. ECMC, a nonprofit access entity, seeks to provide public, educational and governmental (PEG) access programming and services, including training, management and coordination; and Whereas,
- D. The City desires to obtain coordination and management of the PEG channel capacity provided by the franchise agreement as well as training and development of PEG users, and Whereas
- E. The City is willing to provide certain financial support to ECMC for its efforts in providing PEG coordination and management as defined by this agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

SECTION 1: Fundamental Role of ECMC.

The fundamental role of ECMC is to manage the PEG access channels, the Media Center and associated PEG resources in order to provide cable viewers with programs reflecting the activities, concerns and interests of the Evanston community consistent with the financial resources available.

SECTION 2: Management Responsibilities of ECMC.

- A. Annual Plan and Budget. Annually on or before April 1, ECMC shall provide the City an Annual Plan and Budget setting forth, in detail, the activities and programs planned for the following fiscal year. Such plan shall include, but not be limited to:

1. Goals and Objectives. Goals and Objectives for the following fiscal year with criteria to measure performance against the stated goals and objectives (Performance Measures). ECMC will develop performance measures consistent with the goals and objectives for the year. These performance measures will be reviewed and approved by the City prior to the end of the second quarter of the calendar year.
2. Programming Plans for Public Access. The City, School District 65 and School District 202 are primarily responsible for the development and preparation of the programming plans for their respective channels. ECMC will provide technical programming assistance required by the City, School District 65 and School District 202 in the development of each respective plan. It is the responsibility of ECMC to insure that the programming plans for all PEG usage is consistent with the annual financial budget.
3. Implementation of the Public Access Programming Plan. ECMC will provide a narrative report which describes and explains the assistance ECMC will provide for each Public Access Programming plan.
4. Training and Educational Classes. ECMC will provide a narrative description of all training classes including, duration and fee, if any.
5. Promotional Activities. A description of all activities to promote PEG channels and facilities.
6. Budget and Capital Expenditures. Detailed operational budget including all proposed or planned capital equipment purchases.
7. Operational Plan. The operational plan shall consist of:
 - a. ECMC will provide a narrative plan which describes and explains the utilization of equipment and technical facilities for the operation of each Public Access programming plan.
 - b. Schedule for the use of studios and other facilities at the Media Center.
 - c. A description of the technical support provided by ECMC to the PEG entities, to the students of District 65 and District 202, and a schedule and description of the educational training programs in video production to be provided.

B. Annual Report. Annually on or before November 1, ECMC shall provide the City an Annual Report for the preceding fiscal year (July 1-June 30). Such report shall include but not be limited to the following:

1. Evaluation of activities and programs against goals and objectives and performance measures as set forth in the Annual Plan for the preceding fiscal year. This section shall include:
 - a. Annual Survey Results. ECMC will conduct an annual survey to determine community PEG interests and concerns. ECMC will develop the annual survey with the direction and assistance of the City, School District 65 and School District 202. The results of the annual survey must be made available to the City by the end of the third quarter of the calendar year. The purpose of the survey is to measure community satisfaction with the type, quantity and quality of programming provided on the PEG channels.
 - b. Programming and Services statistics. ECMC shall provide monthly statistics detailing programming statistics and services provided, only for the organizations for which they have signed contracts to provide said services. The statistics shall be specific and include the number of programs, the air time for the programs, the time period of programming, the title of the programming and more.
2. Detailed year end financial statements audited by an independent certified public accountant.
3. The proposed activities and programs for the upcoming fiscal year.
4. ECMC recommendations for proposed program changes. ECMC will consider the programming plans of the City, District 65 and District 202 in developing these recommendations. Minor changes will be implemented as soon as practical. Major changes will be incorporated in the annual plan for the following fiscal year.
5. Names and addresses of all ECMC grant recipients. In the event of a recipient being a corporation or other similar entity, the names and addresses of the board and officers or principals of that entity must be provided.

Section 3: Public Access.

Consistent with the ECMC fundamental purpose, ECMC shall:

1. Operate the public access cable channel. Operate the public access channel for public community access programming and provide technical assistance as needed and as consistent with the terms of this agreement. All request for access shall be coordinated on a non discriminatory basis. A copy of the ECMC Operation Standards, marked as Exhibit A, is attached hereto and incorporation herein by reference.
2. Provide for playback cable casting. Provide for the playback/cable casting of programs on the public, educational and government access channels. The ECMC shall continue to program the public access channel with local programming and allow for the cable casting of non-locally produced programs pursuant to the operations rules of ECMC.
3. Provide training. ECMC shall provide training in the techniques of video production, and in the execution of productions. The classes and training shall be available to all PEG users.
4. Provide use of studios and other facilities at the Media Center.
5. Community Media Center Facility. Operate a video production facility and provide equipment which shall be available for use by all those Evanston residents or members of Evanston organizations who satisfactorily complete training class(es) offered by the ECMC or who receive a certification from the ECMC identifying them as meeting competence requirements through means other than ECMC training classes. The facility shall be available for use at such hours and times as are determined by ECMC to be reasonable to insure user access.

Section 4. Supporting Activities.

A. Institutional Network. Pursuant to the cable franchise between the City and Continental, ECMC shall be connected to the institutional network. As a result, ECMC, at its own expense, may use the institutional network for the purpose of video and data transmission. ECMC shall assist the City, educational institutions, and other public agencies in using the institutional network.

B. Develop Operating Policies and Procedures. Develop and amend as needed or desired policies and guidelines for the use and operation of the access equipment, facilities, and channel(s).

C. Maintenance of Equipment. ECMC shall provide for regular maintenance and repair of all video equipment purchased with moneys received pursuant to this agreement and/or donated, loaned, or leased to ECMC.

D. Special Needs Groups. Support special needs groups in their usage of the access channels and access center through specialized training in program production and other means. Undertake community outreach activities aimed at reaching special needs groups with information regarding the opportunities and resources available through the access channels and access center.

E. Other Activities. Undertake other public, educational and governmental access programming activities and services as deemed appropriate by ECMC and consistent with the by-laws and the obligation to facilitate and promote access programming and provide nondiscriminatory access.

Section 5. Supporting Policies.

A. Provide Equal Access. Equal access to the use of the equipment, facilities, channels and services provided in this contract shall be provided to all residents of Evanston and members of Evanston organizations for non-commercial programming purposes, whether individuals, groups or organizations, on a first-come, first-served basis, pursuant to operating rules set forth by the ECMC and consistent with the principles set forth in the Franchise Agreement.

B. Compliance with Laws, Rules and Regulations. Administer the public, educational and government access channel(s) and facilities in compliance with applicable laws, rules, regulations and in compliance with the Franchise agreement between the City and Continental.

Section 6. Channels Open to Public.

ECMC shall keep the access channel(s) open to all potential users, subject to FCC regulations, the Telecommunications Act of 1996, as amended, and other relevant laws. Neither the City, nor the cable company(s), nor ECMC shall have the authority to control the content of programming placed on the public access channel(s) so long as such programming is lawful. Nothing herein shall prevent ECMC, the City or the cable company from producing or sponsoring programming, prevent the City or the cable company from underwriting programming, or prevent the City, cable company or the ECMC from engaging in activities designed to promote production of certain types of programming or use targeted groups as consistent with applicable law for use of the channel(s). ECMC may promulgate and enforce policies and procedures which are designed to promote local use of the channel(s) and make programming accessible to the viewing public, constant with such time, manner, and place regulations as are appropriate to provide for and promote use of access channels, equipment and facilities.

Section 7. Indemnification.

ECMC shall indemnify, defend and hold harmless the City, its officers, agents, and employees and volunteers from and against all claims, suits, actions, causes of action, losses, damages, or liabilities of any kind, nature or description, including, payment of litigation costs and attorneys' fees, brought by any person or persons for or on account of any loss, damage or injury to person, property or any other interest, tangible or intangible, sustained by or accruing to any person or persons, however the same may be caused, directly or indirectly arising or resulting from any alleged acts or omission of the ECMC, its officers, employees, agents or subcontractors arising out of or resulting from the performance of this Agreement or of the failure to comply with any applicable laws, rules, regulations or other requirements of local, state or federal authorities, for claims of libel, slander, invasions of privacy, or infringement of common law or statutory copyright, for breach of contract or other injury or damage in law or at equity at which claims, directly or indirectly, result from ECMC use of channels, funds, equipment, facilities, or staff granted under this Agreement or Franchise agreement. ECMC shall obtain insurance for such indemnification.

Section 8. Copyright Clearance.

Before cablecasting video transmissions, ECMC shall require all users to agree in writing that they shall make all appropriate arrangements to obtain all rights to all material cablecast and clearances from broadcast stations, networks, sponsors, music licensing organizations' representatives, and without limitation from the foregoing, any and all other persons as may be necessary to transmit their program material over ECMC authorized channels. ECMC shall maintain for the applicable statute of limitations for City's inspection, upon reasonable notice by the City and for the term of the applicable statute of limitations, copies of all such user agreements.

Section 9. Copyright and Ownership.

ECMC shall own the copyright of any programs which it may choose from time to time to produce. Copyright of programming produced by the public shall be held by such person(s) who produces said programming. The copyright of programming produced jointly with the educational or government entities shall be held by the respective educational or government entity.

Section 10. Distribution Rights.

A. ECMC shall require that all programs produced with funds, equipment, facilities, or staff granted under this Agreement shall be distributed on the channels whose use is authorized by this Agreement. This subparagraph shall not be interpreted to restrict other distribution (beyond on channels authorized by this Agreement), so long as such other distribution is consistent with the rules and procedures governing such which shall be promulgated by the ECMC and filed with the City.

B. At least at the beginning and end of each day that video programming is cablecast on the channels whose use is authorized under this Agreement, ECMC shall display a credit stating "Partial funding for the operation of this channel is provided by Evanston cable subscribers." Such credit shall also state the opinions expressed in programming on the channel(s) are the sole responsibility of the program producers.

Section 11. Equipment and Facilities.

A. ECMC shall be responsible for maintenance of all equipment and facilities owned, leased or loaned to it under this Agreement or purchased with funds provided pursuant to this Agreement.

B. ECMC shall own all equipment and facilities acquired by it and purchased with funds received pursuant to this Agreement, except that upon termination or non-renewal of its contract to provide access services, all equipment and facilities owned by ECMC shall become the property of the City.

C. To secure all of its obligations under this Agreement, ECMC hereby grants to City a security interests in all of the assets and interests owned or hereafter acquired by ECMC with funds provided by the City, and the proceeds thereof, including but not limited to, ECMC deposit accounts and inventory, and all equipment and fixtures, that are or were acquired with funds provided by the City. ECMC agrees to take all steps reasonably requested by City to perfect and enforce the City's security interest, including the execution and processing of financing statements under the Illinois Uniform Commercial Code. ECMC will also notify any institution with whom it now or hereafter maintains any deposit account of the existence of the City's security interest in the account.

D. The City agrees to subordinate its interest if necessary to finance the purchase of equipment or property. The subordination shall only be with respect to the specific equipment or property that ECMC might wish to finance.

E. Upon its dissolution ECMC shall, subject to the approval of the city, transfer all assets of ECMC representing City funded equipment and facilities, and/or the proceeds of either to the City, or at the City's option, to such organization or organizations designated by the City to manage access which shall at the time qualify as a tax exempt organization(s) under Section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provisions of any future United States Internal Revenue Law).

F. ECMC shall not enter into any agreements that would subject the aforesaid equipment or facilities to a security interest or place it in a potentially lienable condition.

Section 12. Insurance.

ECMC shall maintain in full force and effect at all times during the term of this Agreement insurance as required by this Section. The cost of such insurance shall be borne by ECMC and shall be included in the ECMC annual budget.

A. Public Liability and Property Damage Insurance. ECMC shall, during the continuance of this Agreement and at no expense to the City, maintain public liability and property damage insurance, including contractual liability coverage, in the amount of \$1,000,000 per occurrence on the account of bodily or personal injuries, including death, or on account of property damage, arising from, or caused, directly or indirectly, by the performance of this Agreement. This insurance shall be per occurrence policy. Under the public liability and property damage insurance herein required, City, its officers, agents and employees shall be named as additional insured by endorsement and as to such additional insured, the insurance herein required shall be primary. A hold-harmless and indemnification agreement in favor of the City shall also be provided.

B. Equipment Insurance. Insurance shall be maintained on all equipment and facilities, including fixtures, funded in whole or in part under this Agreement to replacement cost. The insurance shall include, at a minimum, insurance against loss or damage beyond the user's control, theft, fire or natural catastrophe. City shall be shown as lien holder on all policies.

C. Workers' Compensation. ECMC shall, during continuance of this Agreement and at no expense to the City, maintain worker's compensation insurance, as required by law, for all ECMC officers and employees.

D. Cablecaster's Errors and Omission Insurance. Insurance shall be maintained to cover the content of productions which are cablecast on the access channel in, at a minimum, the following areas: libel and slander; copyright or trademark infringement; infliction of emotional distress, invasion of privacy; plagiarism; misuse of musical or literary materials. This policy shall not be required to cover individual producers. The City shall be named as an additional insured.

E. Business Automobile Insurance. ECMC shall, during the continuance of this Agreement and at no expense to the City, maintain automobile insurance in the amount of \$1,000,000.

F. Certificates. The insurance required by Paragraphs A, B, C, D and E above shall be evidenced by certificate of certificates submitted to the City which shall be executed by the insurance company or companies involved and which shall state that the insurance evidenced thereby may not be terminated without 30 days prior written notice thereof being received by the City. The certificate(s) shall be submitted to the City before or at the time ECMC executes this Agreement.

Section 13. Non-discrimination in Employment and Services.

A. ECMC shall not discriminate against any person, employees or applicant for employment or subcontractor on the basis of race, color, creed, religion, sex, sexual preference, marital status, ancestry, national origin or physical or mental handicap.

B. ECMC shall not discriminate in the delivery of services on the basis of race, color, creed, religion, sex, sexual preference, marital status, ancestry, national origin, or physical or mental handicap.

Section 14. Independent Contractor.

It is understood and agreed that ECMC is an independent contractor and that no relationship of principal/agent or employer/employee exists between the City and the ECMC. If in the performance of this Agreement any third persons are employed by ECMC, such persons shall be entirely and exclusively under the control, direction and supervision of ECMC. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment shall be determined by ECMC and the City shall have no right or authority over such persons or terms of employment.

Section 15. Assignment.

Neither this Agreement nor any interest herein shall be assigned or transferred by ECMC, except as expressly authorized in writing by the City.

Section 16. Records, Fiscal Audit.

A. ECMC shall maintain all necessary books and records, in accordance with generally accepted accounting principles.

B. Upon request from the City, ECMC shall, at any time during normal business hours, make available all of its records with respect to all matters covered by this Agreement.

C. If requested by the City, copies of the aforesaid documents shall be made available to the City.

Section 17. Funding

A. The City will provide ECMC funding for PEG Access. The funding will be provided as follows: (1) Annually from the Cable Public Educational and Government Support Fund I (Fund I) an amount not to exceed \$156,000 (2) Annually from the Cable Public Educational and Government Support Fund II (Fund II) an amount not to exceed the total annual PEG Access Support payments received by the City from Continental Cablevision pursuant to the

Franchise Agreement. (3) Annually from the PEG Access and Equipment Fund (Equipment Fund) an amount not to exceed the total annual PEG Access and Equipment payments received by the City from Continental Cablevision pursuant to the Franchise Agreement.

B. Mechanism for Payment.

1. ECMC shall submit to the City a written request for monies from either Fund I or from Fund II. The request shall specify, in detail, the basis for such funding as set forth in the Annual Budget. The City will provide such monies to ECMC within 15 days of the request, provided, the request is as set forth in the Annual Budget.

2. ECMC shall submit to the City a written request for funding from the Equipment Fund. The request shall specify in detail the basis for such funding as set forth in the Annual Budget. The City will provide such monies to ECMC within 30 days of the request, provided, the request is as set forth in the Annual Budget. Monies may not be requested by ECMC from the Equipment Fund until such monies are received by the City from Continental Cablevision. The monies received from the Equipment Fund shall be used for acquisition, installation and maintenance of Access Equipment and no other purpose.

Section 18. Expenditure of Funds.

ECMC shall spend funds received from the City solely for the purposes listed in its Annual Access Activities Plan and Budget and Section 1., Scope of Services of the Agreement. Funds not expended in the year covered by the Annual Budget and Activities Plan may be carried over into succeeding years. Upon termination of this Agreement all funds of any kind received from the City and not expended by ECMC shall be returned to the City. ECMC shall provide for such fiscal control and accounting procedures as are necessary to ensure proper disbursement and accounting for funds receive from the City.

Section 19. Funding From Other Sources.

ECMC may, during the course of this Agreement, receive supplemental funds from other sources, including, but not limited to fund raising activities.

Section 20. Term of Agreement.

This Agreement shall be for a period of two (2) years commencing July 16, 1996 and ending July 15, 1998. This Agreement may be extended by mutual agreement of the City and ECMC, in writing, for two additional years to correspond with the length of the Franchise in accordance with Section 23 of this Agreement.

Section 21. Termination of Agreement/Transfer of Assets.

A. The City shall have the right upon ninety (90) days written notice to ECMC to terminate this Agreement for; (1) breach of any provision of this Agreement by ECMC; (2) malfeasance, misfeasance, misappropriation of funds; (3) or if ECMC loses its 501(3)(c) status. Provided that ECMC may avoid termination by curing any such breach within sixty (60) days of notification or within a time frame agreed to by the City and ECMC. The City may also terminate this Agreement at the expiration of its term, or any extension thereof.

B. Upon termination of agreement with the City for access services, ECMC shall immediately transfer to the City all equipment, real property, fixtures, contracts, leases, deposits accounts or other assets received by or owned by ECMC.

Section 22. Time.

Time is of the essence in this Agreement and for the performance of all covenants and conditions of this Agreement.

Section 23. Cooperation.

Each party agrees to execute all documents and do all things necessary and appropriate to carry out the provisions of this Agreement.

Section 24. Applicable Laws.

This Agreement shall be interpreted and enforced under the laws of the State of Illinois.

Section 25. Notices.

All notices and other communications to be given by either party may be given in writing, depositing the same in the United States mail, postage prepaid and addressed to the appropriated party as follows:

To ECMC: Mr. Thomas McAuliffe, Board President
Evanston Community Media Center
1285 Hartrey Avenue
Evanston, IL 60202

To City: Mr. Max Rubin
Cable Communications Administrator
City of Evanston
2100 Ridge Avenue
Evanston, IL 60201

Any party may change its address for notice by written notice to the other party at any time.

Section 26. Entire Agreement.

This Agreement is the entire Agreement of the parties and supersedes all prior negotiations and agreements whether written or oral. This Agreement may be amended only by written agreement and no purported oral amendment to this Agreement shall be valid.

IN WITNESS WHEREOF, the parties have executed the day, month and year first above written.

CITY OF EVANSTON

EVANSTON COMMUNITY
MEDIA CENTER, Inc.

By: _____
City Manager

By: _____
President of the Board

ATTEST

City Clerk