

Southwest Fox Valley Cable and Telecommunications Consortium **Public Meeting Notice**

A public meeting of the Southwest Fox Valley Cable & Telecommunications Consortium will be held on November 16, 2020 at 1:00 PM via Webex. Connection information is provided below.

Topic: SFVCTC Board Meeting

Time: November 16, 2020, 1:00 PM Central Time (US and Canada)

Meeting number (access code): 126 126 5176

Meeting password: 3MCyjbqnM82 (36295276 from phones and video systems) 0AMonday\, November 16\, 2020

1:00 pm | (UTC-06:00) Central Time (US & Canada) | 1 hr

Join meeting<<https://cityofplano-hmi.my.webex.com/cityofplano-hmi.my/j.php?MTID=md09907752b10d114577eae7b575d5970>>

Tap to join from a mobile device (attendees only)

+1-408-418-9388\,\,1261265176#36295276#<tel:%2B1-408-418-9388\,\,*01*126

+1265176%2336295276%23*01*> United States Toll

Some mobile devices may ask attendees to enter a numeric meeting password.

Join by phone

+1-408-418-9388 United States Toll

Global call-in numbers<<https://cityofplano-hmi.my.webex.com/cityofplano-hmi.my/globalcallin.php?MTID=m539da47d266ed2c019f331e9c10e9649>>

Join by video system\, application or Skype for business Dial

1261265176@webex.com<sip:1261265176@webex.com>

You can also dial 173.243.2.68 and enter your meeting number.

Need help? Go to <http://help.webex.com>

Southwest Fox Valley Cable and
Telecommunications Consortium

Meeting Agenda

November 16, 2020

1:00 p.m.

Roll Call, Board Member Attendees:

Other Attendees:

Approval of the agenda:

Approval of minutes:

Budget Report: November 2020 Ledger update – paid invoices. Checking Balance:
\$26,694.76 as of 10/31/20.

Payment of bills: None

Old Business:

Manager's Report: None

Member Reports: None

New Business:

Manager's Report: None

Member Reports: Intergovernmental Agreement – Plano School District
proposal. Consortium model and service delivery – discussion.

Audience Comments:

Schedule next meeting:

Executive session:

Adjourn:

WAUBONSEE COMMUNITY COLLEGE

ROUTE 47 AT WAUBONSEE DR.
 SUGAR GROVE, IL 60554
 PHONE: (630)466-5705
 FAX:(630) 966-4867

Invoice

BILL TO
SOUTHWEST FOX VALLEY CABLE & TELECOMMUNICATIONS CONSORTIUM 25 E. STATE ST. NORTH AURORA, IL 60542

DATE	INVOICE #
8/4/2020	109458

INTERNAL USE ONLY	CONTRACT NO.	P.O. NO.	TERMS	DUE DATE
050220-150150-490901-2030			NET 30	9/3/2020

DESCRIPTION	CLASS	AMOUNT
4TH QUARTER		
FULL TIME PROFESSOR	FEES	12,562.24
FULL TIME SUPERVISOR MIKE RENNELS	FEES	22,728.78
EMPLOYEE EXPENSE STIPEND	FEES	195.00
BENEFITS	FEES	9,239.94
LINE CHARGES	FEES	1,663.20
Total estimated vacation accrual will be \$24,317.76 by 07/31/2020, and actual total vacation accrual will be included on the final invoice.		

Remit payment to above address, ATTN Student Accounts and Cashier/ Theresa Scott	TOTAL \$46,389.16
-------------------------------------------------------------------------------------	--------------------------

WAUBONSEE COMMUNITY COLLEGE

**ROUTE 47 AT WAUBONSEE DR.
 SUGAR GROVE, IL 60554
 PHONE: (630)466-5705
 FAX:(630) 966-4867**

Invoice

BILL TO
SOUTHWEST FOX VALLEY CABLE & TELECOMMUNICATIONS CONSORTIUM 25 E. STATE ST. NORTH AURORA, IL 60542

DATE	INVOICE #
9/18/2020	109483

INTERNAL USE ONLY	CONTRACT NO.	P.O. NO.	TERMS	DUE DATE
050220-150150-490901-2030			NET 30	10/18/2020

DESCRIPTION	CLASS	AMOUNT
FIRST QUARTER		
FULL TIME PROFESSOR	FEES	6,236.98
FULL TIME SUPERVISORY - MIKE RENNELS	FEES	29,561.52
EMPLOYEE EXPENSE STIPEND	FEES	60.00
BENEFITS - VARIOUS	FEES	3,563.73
MANAGED PRINT SERVICES	FEES	24.00
LINE CHARGES W/TAXES	FEES	560.55

Remit payment to above address, ATTN Student Accounts and Cashier/ Theresa Scott	TOTAL \$40,006.78
-------------------------------------------------------------------------------------	--------------------------

**INTERGOVERNMENTAL AGREEMENT FOR CABLE ACCESS STUDIO
BETWEEN PLANO SCHOOL DISTRICT 88 AND MEMBER
COMMUNITIES OF THE SOUTHWEST FOX VALLEY CABLE
AND TELLECOMMUNICATION CONSORTIUM**

THIS AGREEMENT, made and entered into this ____ day of _____, 2020, by and between the following municipalities: the City of Plano, the City of Yorkville, the City of Sandwich, and the Plano School District 88 (hereinafter the “local governmental bodies.”)

WHEREAS, each of the parties hereto is a local governmental body located in Kendall County and DeKalb County, Illinois; and

WHEREAS, the parties have formed a Consortium known as the Southwest Fox Valley Cable and Telecommunication Consortium (hereinafter referred to as the “Consortium”) to pool resources, share in the allocation of costs, share technical information and to cooperate together in negotiation of cable and telecommunications rates and renewals and /or modifications of cable franchises and in the establishment of other telecommunication agreements and cooperative agreements involving cable and telecommunications issues for the benefit of the public; and

WHEREAS, the parties desire to establish a cable public access studio and affiliated services to be provided by Plano School District 88 and the other members of the Consortium consistent with the needs and concerns of each members’ community residents in the present and future; and

WHEREAS, the parties have the authority to enter into this Agreement pursuant to the 1970 Illinois Constitution Article VII, Section 10 and by the terms of the Intergovernmental Cooperation Act (5 ILCS 201/1 *et seq.*).

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, it is agreed as follows:

1. **RECITALS:** The recitals set forth are realleged and restated herein as material terms of the Agreement.

2. AUTHORIZATION: Each of the parties hereto, by ordinance or resolution, has been authorized to enter into this written Agreement.
3. DURATION: The duration of the Agreement shall commence at such time as all parties have authorized, approved and signed this Agreement, and said Agreement shall terminate when any party provides written notice to the others, in which case the Agreement shall terminate effective ninety (90) days after receipt of the notice unless the remaining parties approve an extension of the Agreement beyond the ninety (90) day termination as to the remaining parties.
4. PURPOSE: The purpose of this Agreement is to establish a cable public access studio and affiliated services.
5. PLANO SCHOOL DISTRICT 88 RESPONSIBILITIES: Plano School District 88 will provide or perform the following:
 - a. A fiber link to the AT&T system;
 - b. A studio and office space:
 - c. Regular reasonable access to the studio by Consortium and Consortium member employees, agents and representatives during School District business hours and as extraordinary needs warrant, provided that this access does not present any scheduling conflicts to the School District;
 - d. Technical support for operating access facilities;
 - e. Certificate and/or degree programs in video production;
 - f. Insurance coverage for the studio and equipment;
 - g. Establish policies, procedures and rules for use of the equipment with the advice and consent of the Consortium; and
 - h. Purchase of non-studio equipment for the Consortium and Consortium members, subject to full reimbursement for such costs on a quarterly basis.

6. CONSORTIUM AND CONSORTIUM MEMBERS' RESPONSIBILITIES: The Consortium and Consortium members will provide or perform the following:
- a. Capital grant funds to equip the studio;
 - b. Additional capital grant funds for upgrading studio equipment;
 - c. A portion of the maintenance funds to repair or upgrade equipment as necessary in amounts to be agreed among the parties;
 - d. Assistance in obtaining grants (e.g. grant match, writing, information, etc.) for educational purposes;
 - e. Exclusive use of a channel for educational programming by the Plano School District 88;
 - f. Air time to highlight Plano School District 88 classes, programs, and activities on community and government channels consistent with the non-commercial nature of public access and governmental program as defined law;
 - g. Preparation of an annual operating budget for approval by Plano School Board and Consortium member communities; and
 - h. Reimbursement to the Plano School District 88 for agreed upon Consortium and Consortium member non-studio equipment purchases on a quarterly basis.
7. POLICIES AND PROCEDURES: The Plano School District 88 shall establish its own policies and procedures for the provision, operation and management of educational programming. In addition, the Plano School District 88 shall establish the policies and procedures for use of the studio and studio-equipment for all public access educational and governmental programming. The Consortium shall establish the policies, procedures and practices for the provision, operation and management for public access and governmental channel programming. The Plano School District 88, staff, and students will comply with the policies, procedures and practices established by the

Consortium for operation and management of the public access and governmental channels and for public access and governmental programming.

8. GENERAL: The Consortium, by the approval of its members, shall have the authority to implement and carry out the intent and purposes of this Agreement, including the authority to execute all papers, documents and instruments which may be required or determined to be necessary to accomplish the same, and shall establish all policies and procedures for use and operation of the public access and governmental channels.
9. AMENDMENT: This Agreement may not be amended, except by written agreement of all the local governmental members signed by authorized agents of each member as approved by written resolution of each member.
10. ENFORCEMENT: Both the Consortium and each local governmental member of the Consortium shall have the right to enforce this Agreement against any other local governmental member, including Plano School District 88. If suit is brought to enforce this Agreement, a defaulting local governmental member shall pay the reasonable attorney's fees and costs to the non-defaulting prevailing party as adjudicated by the Court.
11. NOTICES: All notices required by this Agreement shall be in writing. Any notice required hereunder shall be deemed to be given on the date of mailing if sent by registered or certified mail, return receipt requested, to the address or addresses of the local governmental members.
12. PARTIAL INVALIDITY: If any section, clause, provision or portion of this Agreement shall be held invalid or unconstitutional by any court of competent jurisdiction, such decision shall not affect any other section, clause, provision or portion of this Agreement.
13. COUNTERPARTS: This Agreement shall be signed in counterparts and each of the said counterparts shall be considered an original.

THIS AGREEMENT has been executed by the executive officer of each of the local governmental bodies who are parties hereto, and each signature has been attested by the Clerk or Secretary of each such local governmental body.

IN WITNESS WHEREOF and with their intent to be legally bound hereby, the parties hereto have executed this Agreement on the day and year first-above written.

CITY OF PLANO

By: _____
Robert A. Hausler, Mayor

ATTEST: _____
Kathleen Miller, City Clerk

Dated: _____

CITY OF YORKVILLE

By: _____
John Purcell, Mayor

ATTEST: _____
Lisa Pickering, City Clerk

Dated: _____

CITY OF SANDWICH

By: _____
Rich Robinson, Mayor

ATTEST: _____
Denise Ii, City Clerk

Dated: _____

PLANO SCHOOL DISTRICT 88

By: _____
Tim Campbell, School Board President

ATTEST: _____
Kathy Benoit, Administrative Assistant
to the Superintendent

Dated: _____