

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION APPROVING A CONSULTING AGREEMENT WITH JEFFREY C. PRAH TO PROVIDE CABLE TELEVISION BROADCASTING AND AUDIO/VISUAL SERVICES TO THE CITY OF CREST HILL, WILL COUNTY, ILLINOIS**

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**WHEREAS**, the Corporate Authorities of the City of Crest Hill, Will County, Illinois, have the authority to adopt resolutions and to promulgate rules and regulations that pertain to the City's government and affairs and protect the public health, safety, and welfare of its citizens; and

**WHEREAS**, pursuant to Section 2-2-12 of the Illinois Municipal Code (65 ILCS 5/2-2-12), the City Council possesses the authority to enter into contracts that serve the legitimate corporate purposes of the City; and

**WHEREAS**, the City of Crest Hill is in need of a consultant to provide cable television broadcasting and audio/visual services following the resignation of Ron Romero and Stage Right Events; and

**WHEREAS**, Jeffrey C. Prah, individually, d/b/a Jeffrey C. Prah ("Prah") is in the business of providing cable television broadcasting and audio/visual services (the "Services"); and

**WHEREAS**, the City Council desires to engage Prah to provide the Services and Prah is ready, willing, and able to perform the Services for the City; and

**WHEREAS**, City Staff have negotiated a Consulting Agreement (the "Agreement") with Prah for the purposes of engaging Prah to perform the Services (a copy of the Agreement is attached hereto as Exhibit A and fully incorporated herein); and

**WHEREAS**, the City Council has reviewed the Agreement and determined that the conditions, terms, and provisions of the Agreement are fair, reasonable, and acceptable to the City; and

**WHEREAS**, the City Council has determined that it is in the best interests of the City and its citizens to enter into the Agreement with Prah.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Crest Hill, Illinois, pursuant to its statutory authority, as follows:

**SECTION 1: PREAMBLE.** The City Council hereby finds that all of the recitals contained in the preamble to this Resolution are true, correct and complete and are hereby incorporated by reference hereto and made a part hereof.

**SECTION 2: AGREEMENT APPROVED.** The City Council hereby finds and declares that the conditions, terms, and provisions of the Agreement (Exhibit A) are fair, reasonable, and acceptable to the City and that the same is hereby approved in form and substance. Therefore, the City Council hereby authorizes and directs the Mayor to execute and deliver, and the Clerk to attest, the Agreement, and further to take any and all other actions, including without limitation

the execution and delivery of any and all documents, necessary and appropriate to effectuate the intent of this Resolution, which is to enter into the Agreement with Prah.

**SECTION 3: SEVERABILITY.** If any section, paragraph, clause or provision of this Resolution is held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any other provision of this Resolution.

**SECTION 4: REPEALER.** All ordinances, resolutions or orders, or parts thereof, which conflict with the provisions of this Resolution, are to the extent of such conflict hereby repealed.

**SECTION 5: EFFECTIVE DATE.** This Resolution shall be in full force and effect immediately upon its passage and publication according to law.

*[Intentionally Blank]*

PASSED THIS 5<sup>TH</sup> DAY OF FEBRUARY, 2024.

	Aye	Nay	Absent	Abstain
Alderman John Vershay	<hr/>	<hr/>	<hr/>	<hr/>
Alderman Scott Dyke	<hr/>	<hr/>	<hr/>	<hr/>
Alderwoman Claudia Gazal	<hr/>	<hr/>	<hr/>	<hr/>
Alderman Darrell Jefferson	<hr/>	<hr/>	<hr/>	<hr/>
Alderperson Tina Oberlin	<hr/>	<hr/>	<hr/>	<hr/>
Alderman Mark Cipiti	<hr/>	<hr/>	<hr/>	<hr/>
Alderman Nate Albert	<hr/>	<hr/>	<hr/>	<hr/>
Alderman Joe Kubal	<hr/>	<hr/>	<hr/>	<hr/>
Mayor Raymond R. Soliman	<hr/>	<hr/>	<hr/>	<hr/>

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Christine Vershay-Hall, City Clerk

APPROVED THIS 5<sup>TH</sup> DAY OF FEBRUARY, 2024.

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Raymond R. Soliman, Mayor

ATTEST:

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Christine Vershay-Hall, City Clerk

# **EXHIBIT A**

## CONSULTING AGREEMENT

This Consulting Agreement ("Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between Jeffrey C. Prah, individually, d/b/a Jeffrey C. Prah ("Prah") and the City of Crest Hill, an Illinois Municipal Corporation ("City").

WHEREAS, City is desirous of obtaining technical advice, counseling and services concerning cable television and YouTube broadcasting of its City Council meetings; and

WHEREAS, Prah has the skill, capabilities and staff with the requisite skill and training to provide Audio/Visual services to the City regarding the cable television and YouTube broadcasting of its City Council Meetings (the "Services") to City.

In consideration of good and valuable consideration the receipt and sufficing of which are hereby acknowledged, City and Prah agree as follows:

1. **Relationship of the Parties.** Prah enters into this Agreement as, and shall continue to be, an independent Contractor. The Services shall be performed only by Prah and Prah's employees, interns, and/or volunteers. Under no circumstances shall Prah, or any of Prah's employees or interns look to City as his/her employer, or as a partner, agent or principal. Neither Prah, nor any of Prah's employees/volunteers, shall be entitled to any benefits accorded to City's employees, including without limitation worker's compensation, disability insurance, vacation, sick pay, holiday pay, leave of type, or paid time off. Prah shall be responsible for providing, at Prah's sole expense, and in Prah's name, unemployment disability, worker's compensation and other insurance as required by law, as well as licenses and permits usual or necessary for the provision of the Services. Prah shall be solely responsible for all personnel decisions necessary to carry out the terms of this Agreement and the provision of the Services. At no time shall City have any authority to hire, terminate, discipline or direct the work of Prah or any of Prah's employees. Interns or volunteers.
2. **Services and Fees.** Prah shall provide to City the following audio/visual consulting and cable television and YouTube broadcasting services at the rates described herein.
  - a. *Live Broadcast of Regularly Scheduled City Council Meetings:* (two (2) per month) at two hundred dollars (\$200.00) per meeting. Includes four (4) hours of time prior to the meeting for the following:
    - Update/maintain cable scroll
    - Uploading videos submitted by other groups permitted by City policy
    - Program videos as necessary to air meeting
    - Any and all scheduled maintenance
    - Upload of Meetings to YouTube channel
  - b. *Plan Commission Meetings:* (one (1) per month as necessary) at one hundred dollars (\$100.00) per meeting. Includes all taping and programming necessary to air meeting.

- c. *Special Events*: Two hundred dollars (\$200.00) per event. Includes a second tech and use of City's portable video cameras and related production gear. Includes Memorial Day, Lidice Ceremony, school graduations, etc. as directed by the City Administrator or Mayor.
  - d. *Unscheduled Maintenance, Emergency Call-Outs, or Scheduled Hardware/Software Installations/Maintenance*: (Monday-Friday, 8 a.m. – 5 p.m.) at one hundred dollars (\$100.00) for the first (4) hours. Starting at hour 5, the rate will be twenty-five dollars (\$25.00) per hour.
  - e. *Unscheduled Maintenance, Emergency Call-Outs*: One hundred Fifty dollars (\$150.00) for the first four (4) hours of call-out time for unscheduled maintenance or emergency call-outs outside regular business hours as defined in section 2(d) herein. Starting at hour 5, the rate will be twenty-five dollars (\$25.00) per hour.
3. **Personnel.** Prah represents and warrants to City that his employees, interns, or volunteers performing Services hereunder will have sufficient expertise, training, and experience to accomplish the Services. Prah agrees that all its personnel shall be compensated, taxes withheld, and other benefits made available as required by applicable law and regulations.
  4. **Equipment.** City shall provide all cable television, audiovisual and technology equipment necessary to carry out the Service at City's sole expense. All equipment shall remain at all times sole property of the City. At no time shall any of the equipment be used by Prah or his employees, interns, or volunteers for and purpose not covered by Section 2 of this Agreement.
  5. **Term.** This Agreement shall be effective upon the date of the last party's signature, but only upon the approval of the City Council and shall remain in effect until May 31, 2025, unless earlier terminated pursuant to this Section 5. The Agreement shall be considered extended for up to five (5) additional one-year extension periods if neither party provides written notice of their intent to terminate within thirty (30) days of May 31, 2025, or within thirty (30) days of May 31 of any extension year, or terminated early pursuant to this Section 5. Either party may terminate this Agreement for any reason or no reason at all by providing thirty (30) days' written notice to the other party.
  6. **Intellectual Property.** All meetings and events recorded pursuant to this Agreement is and shall remain the sole and exclusive property of the City. At no time shall Prah, his employees, interns, or volunteers be permitted to rebroadcast, distribute, or otherwise use any recordings created for the City under the terms of this Agreement without the written approval of the City Council.
  7. **Attorney's Fees.** Should either party hereto or any heir, personal representative, successor or assign of either party hereto resort to legal proceedings in connection with this Agreement or Prah's relationship with the City, the prevailing party in such legal proceedings shall be entitled to recover from the non-prevailing party, in addition to such other compensatory damages or relief as may be granted, reasonable attorney's fees and costs.
  8. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to conflict of law principles.



9. **Entire Agreement; Amendment.** This Agreement contains the entire agreement and understanding between the parties hereto and supersedes any prior or contemporaneous written or oral agreements, representations and warranties between them respecting the subject matter hereof. This Agreement may be amended only by a writing signed by Prah and by a duly authorized representative of the City.
10. **Severability.** If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.
11. **Construction.** The headings and captions of this Agreement are provided for effect, convenience only and are intended to have no effect in construing or interpreting this Agreement. The language in all parts of this Agreement shall be in all cases construed according to its fair meaning and not strictly for or against either party. It is agreed that, in the construction and interpretation of the terms of this Agreement, the rule of construction that a document is to be construed most strictly against the party who prepared the same will not be applied, it being agreed that both parties hereto have participated in the preparation of the final form of this Agreement.
12. **Non-waiver.** No failure or neglect of either party hereto to any instance to exercise any right, power or privilege hereunder or under law shall constitute a waiver of any other right, power or privilege or of the same right, power or privilege in any other instance. All waivers by either party hereto must be contained in a written instrument signed by the party to be charged and, in the case of the City, by the Mayor or other person duly authorized by the City Council.
13. **Notices.** All notices, requests, and other communications under this Agreement shall be in writing and shall be personally delivered or sent by certified mail, postage prepaid, return receipt requested, by facsimile, or by licensed overnight courier to the appropriate party at their address on the signature page of this Agreement. Notice shall be deemed given at the time delivered, if personally delivered, at the time indicated on the duly completed postal service return receipt, if delivered by certified mail, at the time the facsimile is transmitted, if delivered by facsimile, or on the next business day after such notice is sent, if delivered by overnight courier. Any notice shall be deemed duly given if deposited in the mail, postage prepaid and sent by certified mail, addressed to the party at the address included herein or at such other address as such party shall have specified by notice given in the same manner.
14. **Non-Assignability.** This Agreement is personal as to Prah and may not be assigned or transferred by him in any manner whatsoever.
15. **Disputes.** Any controversy, claim or dispute arising out of or relating to this Agreement or the relationship, either during the existence of the relationship or afterwards, between the parties hereto, their assignees, their affiliates, their attorneys, or agents, shall be litigated solely in the Circuit Court for the Twelfth Judicial Circuit, Will County, Illinois. Each party (1) submits to the jurisdiction of such court, (2) waives the defense of an inconvenient forum, (3) agrees that

valid consent to service may be made by mailing or delivery of such service to the Illinois Secretary of State (the “Agent”) or to the party at the party’s last known address, if personal service delivery cannot be easily effected, and (4) authorizes and directs the Agent to accept such service in the event that personal service delivery cannot easily be effected.

16. **Defense, Indemnity and Hold Harmless.** Prah agrees to defend, indemnify and hold harmless City of and from any loss, attorneys' fees, expenses or claims arising out of any such damage or injury to person or property and acknowledges and agrees that his indemnity obligations hereunder cover and relate to, without limitation, any negligent action and/or omission (whether joint, comparative or concurrent) of City’s elected officials, servants and employees, and in no way shall limit or waive any other legal defenses to such claims under the Illinois Governmental and Governmental Employees’ Tort Immunity Act.

*{Signature Page to Follow}*



Jeffrey C. Prah

By: \_\_\_\_\_ Date \_\_\_\_\_

CITY OF CREST HILL

By: \_\_\_\_\_ Date \_\_\_\_\_  
Raymond R. Soliman  
Mayor

ATTEST:

By: \_\_\_\_\_ Date \_\_\_\_\_  
Christine Vershay-Hall  
City Clerk