

## INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT, made and entered into this 13<sup>th</sup> day of February, 2002, by and between Vermilion County, Illinois more specifically the Danville/ Vermilion County Emergency Management Agency (hereinafter the "County") and the Fithian-Muncie-Collison Fire Protection District (hereinafter "FMC").

### WITNESSETH:

WHEREAS, the County of Vermilion and the Danville/ Vermilion County Emergency Management Agency and FMC desire to enter into an agreement pursuant to the authority granted to them under Article 7, Section 10 of the Illinois Constitution of 1970, the Illinois municipal Code, 65 ILCS 5/1-1-5, and the Intergovernmental Cooperation Act, 5 ILCS 220/1, et. seq.; to place a communications tower on the property owned by FMC; and

WHEREAS, the County and FMC agree that each will benefit from such an agreement and that it is in the public interest to cooperate in the placement of said tower.

### IT IS HEREBY AGREED AS FOLLOWS:

I. The tower to be constructed shall be no greater than 125 feet in height and have an eight (8) foot square base. The tower shall be erected by a company hired by the County and the County shall be responsible for all costs associated with the tower's construction. The tower will be placed in an area designated by FMC.

II. Once the construction of the tower has been completed, the parties to this agreement agree to the following cost sharing division:

1. The County will maintain at it's sole cost the tower and it's components for the remainder of its use by the County.
2. The County will provide liability insurance on the tower and it's components. FMC will provide liability insurance on the land under and surrounding the tower.
3. The County will assume all extraordinary costs incurred by FMC as a result of the addition of the tower to the land of FMC. Extraordinary costs are defined as unusual costs above and beyond routine maintenance arising solely as a result of the tower's addition to the land and which are agreed by both parties to extraordinary in nature and reasonable in amount.

Prior to payment of any such costs, the parties must agree that such costs are extraordinary as defined above and reasonable in amount.

4. FMC shall provide an enclosed area suitable for the housing of the tower's receiving and transmitting unit as described in any manufacturer's specifications or those specifications which are accepted in the trade or required by state or federal law. The appropriate specifications will be identified and agreed to by the parties in writing prior to either party incurring any costs under this agreement. The area must contain as well an electrical outlet receptacle suitable for use with the receiving and transmitting unit. The land provided for the tower shall be provided without cost, rent or taxation to the EMA.

III. This Intergovernmental Agreement is binding upon the parties, their successors and assigns unless and until properly terminated as provided in this agreement.

IV. This agreement may be terminated by any of the following: (A) Mutual agreement of the parties expressed in writing; (B) Written notice from either party giving notice of intent to terminate the agreement, provided that the party desiring to terminate the agreement shall give at least ninety (90) days written notice of the intent to terminate the agreement; (C) The default of either party to fund or maintain their obligations under this agreement and the election of the non-defaulting party to terminate the agreement by so notifying the defaulting party in writing.

V. If either party is in default of any of its obligations under this agreement, then the non-defaulting party may elect to terminate the agreement by tendering to the non-defaulting party notice of their intent to terminate the agreement due to such default. The non-defaulting party may also elect to demand performance of the defaulting parties obligations, or seek any other remedy allowable in a court of law or equity. Should the non-defaulting party elect to do so, it may undertake the obligations of the defaulting party in order to mitigate damages or maintain the public safety, and such actions shall not serve to terminate or reduce the defaulting party's obligations. No remedy under this agreement is intended to be exclusive and all remedies are to be considered cumulative to the extent necessary to achieve the purpose of the agreement or make the non-defaulting party whole if monetary loss is sustained due to the default of the other party. However, the failure of either party to fund its obligations under this agreement shall not be considered a default so long as appropriate prior notice of the intent to terminate this agreement is given. Any cost associated with terminating this agreement by mutual consent of the parties, as opposed to a default by either party, shall be borne by both parties equally.

VI. No delay or omission by either party in the exercise of their rights under this agreement shall be considered a waiver of any right under this agreement.

VII. This agreement may be modified or amended in writing by agreement of the parties.

VIII. This agreement shall be liberally interpreted to achieve the intended purpose of enhancing the public safety, and no remedy or provision herein shall be punitive. Any remedy or provision herein shall be interpreted in light of the purpose of this agreement and if the purpose of the agreement cannot be achieved, or is no longer necessary, there shall be no remedy other than those representing the actual monetary loss, if any, incurred by any party by reason of the default of either party.

IX. It is understood and agreed that any Act of God, public emergency, financial or physical impossibility which affects either party's ability to act under this agreement, shall excuse the performance of either party to this agreement for the duration of such condition. However, any costs associated with such a condition shall be equitably shared by the parties.


NOW, THEREFORE, BE IT RESOLVED that said Intergovernmental Agreement be and is hereby approved by the Vermilion County Board, Vermilion County, Illinois.

PRESENTED AND APPROVED by the County Board of Vermilion County, Illinois, at its February 13, 2002, A.D. meeting.

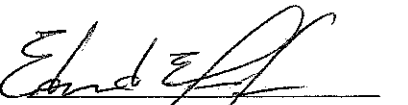
Dated this 13<sup>th</sup> day of February, 2002.

AYE: 23 NAY:      ABSTAIN:      ABSENT:   4  

APPROVED:

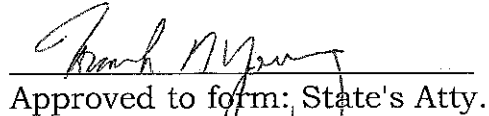
  
Todd A. Lee, Chairman  
Vermilion County Board

  
Attest: County Clerk

  
Edward Miller, Director  
EMA

  
FMC Fire Protection District

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Attest: Clerk

  
Approved to form: State's Atty.

## ADDENDUM

Whereas, the parties to the intergovernmental agreement regarding the placement of a tower by the City of Georgetown, Vermilion County and Emergency Management Agency have agreed that said agreement may be modified in writing from time to time by agreement, and

Whereas, the parties have agreed that the City of Georgetown may place additional antennas on the tower without additional cost or rent attributable to the placement of such antennas, and

Whereas, the parties desire to have this agreement reduced to writing and now have done so,

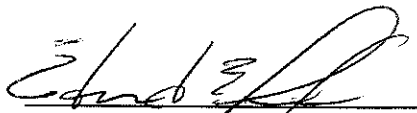
It is therefore mutually agreed between the parties to the intergovernmental agreement heretofore approved by the County Board of Vermilion County and the City of Georgetown and Emergency Management Agency that the City of Georgetown may place additional antennae on the tower without additional cost or rent as a result.



**Todd Lee, Vermilion  
County Board  
Chairman**



**Darrell Acord  
Mayor, City Georgetown**



**Edward Miller  
Emergency Management  
Agency**