

## INTERGOVERNMENTAL AGREEMENT

WHEREAS, the VERMILION COUNTY EMERGENCY TELEPHONE SYSTEM BOARD of Vermilion County, Illinois ("911 Board") is charged by Illinois law to design, implement, install and maintain an emergency response telephone system ("911 System") for Vermilion County, Illinois, and pursuant to said authority, has designed and implemented said system; and

WHEREAS, VERMILION COUNTY, ILLINOIS (the "County"), by its Highway Department, is authorized and directed by Illinois law to establish and maintain certain roadways and highways throughout Vermilion County, Illinois; and

WHEREAS, the various Townships located within Vermilion County, Illinois ("Townships"), are authorized and directed by Illinois law to establish and maintain certain roadways and highways within said Townships; and

WHEREAS, as a part of said 911 System, the 911 Board has established a rural address system for Vermilion County, Illinois, and assigned rural addresses to all locations throughout Vermilion County, Illinois, that are not located within incorporated areas of Vermilion County, Illinois; and

WHEREAS, it is necessary for the proper and efficient working of said 911 System for all roadway and highway intersections designated on said rural address system to be clearly and properly marked by road signs that clearly identify said roadways and highways for all police, fire, ambulance and other emergency response vehicles being dispatched to rural locations within said rural address system;

NOW, THEREFORE, to continue to meet the needs for the proper installation and maintenance of said roadway and highway intersection signs, the County, the 911 Board and the Townships that are signatories to this Intergovernmental Agreement hereby agree as follows:

1. The County shall be responsible for the establishment, implementation and maintenance of a program to timely provide, install and replace roadway and highway road signs at all intersections throughout Vermilion County, Illinois, that are designated on the rural address system established by the 911 Board as needing such signs.
2. The County shall supervise, direct, and to the extent allowed by law, shall assist the Townships in the installation and replacement of said intersection signs for all roadways and highways within said rural address system that are subject to the jurisdiction of said Townships.
3. All such roadway and highway intersection signs to be installed or replaced by the County and the Townships shall meet and be in conformance with the specifications of the Federal Highway Administration and the installation of said signs shall be in accordance with said specifications.

4. The 911 Board shall cooperate with the County to provide all information and documentation reasonably required by the County to implement this program. Any changes in the rural address system or the specifications for said signs, or their installation shall be in writing, agreed to by the parties, and the County shall promptly incorporate said changes into this program.

5. The 911 Board shall pay to the County, from budgeted funds of the 911 Board, the costs and expenses incurred by the County for the procurement, manufacture and installation of said signs as specified in the schedule of payments attached hereto as Exhibit A. Such payments by the 911 Board to the County shall be promptly made upon receipt by the 911 Board of a verified request for payment itemizing the costs and expenses incurred by the County and invoiced by the County to the 911 Board on a quarterly basis.

6. The 911 Board shall pay to the Townships from budgeted funds of the 911 Board, in accordance with the schedule of payments at Exhibit A, for all signs installed or replaced by the Townships pursuant to this agreement, such payments by the 911 Board to the Townships to be promptly made upon receipt by the 911 Board from the Townships of a verified request for payment, itemizing the costs and expenses incurred by the Townships.

7. At any time that the 911 Board requests the County or the Townships to replace such a sign, the party having jurisdiction over said intersection shall promptly replace the same, and the 911 Board shall promptly pay for such services as set forth herein.

8. For the purposes of this agreement, any intersection of a roadway or highway under the jurisdiction of the County with a roadway or highway under the jurisdiction of a Township, shall be under the jurisdiction of the County.

9. The County and the Townships shall make available for inspection and review by the 911 Board's auditors all records and documentation regarding the costs and expenses incurred with respect to this program.

10. This agreement shall be in full force and effect between the County and the 911 Board upon due approval of the same by their governing boards, and with respect to any signatory Township, upon approval by its governing body. This agreement may be terminated by a Township by a written notice of termination delivered by the Township to the County and the 911 Board no later than ninety (90) days in advance of the specified termination date. This agreement may be terminated by the County or the 911 Board by giving a written notice of termination to all other parties no less than ninety (90) days prior to the specified termination date. Such notice shall be deemed to be given upon mailing the same to the last known address of the party to receive such notice.

11. Each party hereto shall be responsible for its own negligence, errors and omissions, and to the extent provided by the law, each party having the protection of a tort immunity or tort limitation grants such tort immunity or limitation to the other parties of this agreement with respect to all claims, suits, damages, losses, costs, expenses, fees and attorneys fees, arising out of or allegedly arising out of the agreement contained herein and the services to be provided pursuant to this agreement.

12. It is agreed and understood that this agreement shall not require or authorize the removal and reinstallation of any intersection signs already in place, unless such are necessary to provide a sign that is in conformance with the requirements of the 911 System. The 911 Board shall determine which signs are so subject to replacement and reinstallation.

AGREEMENT MADE as of the 10 day of FEBRUARY, 2015.

VERMILION COUNTY, ILLINOIS

VERMILION COUNTY EMERGENCY  
TELEPHONE SYSTEM BOARD

By: Michael T. Marron  
Chairman  
Vermilion County Board

By: \_\_\_\_\_  
Its Chairman

ATTEST:

By: Cathy Jenkins  
Clerk  
Vermilion County, Illinois

By: \_\_\_\_\_  
Its Secretary

**TOWNSHIP ACCEPTANCE**

\_\_\_\_\_ Township of Vermilion County, Illinois, by execution of this Acceptance, hereby approves the Intergovernmental Agreement between Vermilion County, Illinois and the Vermilion County Emergency Telephone System Board of Vermilion County, Illinois, and agrees to be bound thereby as the same pertain to this Township.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_ Township

By: \_\_\_\_\_  
Its Supervisor

ATTEST:

By: \_\_\_\_\_  
Its Road Commissioner

**EXHIBIT A**

Rural Reference Sign Assembly and Installation: Schedule of Payments.

The following Schedule of Payments will be used for determining costs for assembly and installation of rural intersection signs:

<u>Item</u>	<u>Each</u>	<u>Extended</u>
1-3/4" galvanized steel post	\$32.29	\$32.29
Panels; 4	\$7.00	\$28.00
Letters; 6 avg. per sign	\$0.50	\$12.00
Bolts; 8	\$0.13	\$1.04
Nuts; 8	\$0.05	\$0.40
Washers; 16	\$0.04	\$0.64
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	Subtotal:	\$74.37
Labor to assemble: (\$20.61 x 1.41 hours each)	\$29.06	\$29.06
Erection Costs	\$24.60	\$24.60
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	Subtotal:	\$53.66
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	Grand Total:	<u><u>\$128.03</u></u>