

COPY

**COMMUNICATION SERVICES AGREEMENT BETWEEN THE IROQUOIS COUNTY  
JOINT DISPATCH COMMITTEE AND IROQUOIS COUNTY BOARD**

This Agreement is made and entered into as of this 13<sup>th</sup> day of December, 2011, by and between the IROQUOIS COUNTY JOINT DISPATCH COMMITTEE, a unit of intergovernmental cooperation ("ICOM BOARD") and IROQUOIS COUNTY BOARD, an Illinois corporation.

**WITNESSETH:**

**WHEREAS**, ICOM and IROQUOIS COUNTY BOARD wish to enter into an agreement, under which ICOM will agree to provide IROQUOIS COUNTY BOARD with certain communication services utilizing personnel operated by ICOM; and

**WHEREAS**, IROQUOIS COUNTY BOARD desires to enter into this Agreement with ICOM to provide a mutually beneficial agreement regarding certain communication services provided by ICOM; and

**WHEREAS**, the Parties have the power and authority to enter into this Agreement pursuant to the provisions of Article VII, Section 10 of the Illinois Constitution of 1970, and the Illinois Intergovernmental Cooperation Act, as amended, 5 ILCS 220/1 et seq., and other applicable authority;

**NOW, THEREFORE**, for and in consideration of the mutual covenants herein made and pursuant to all applicable statutes and local ordinances, and for other good and valuable consideration the receipt and sufficiency of which are hereby mutually acknowledged, the Parties do hereby agree as follows:

**Section 1. Recitals.** The foregoing recitals are by this reference incorporated herein and made a part hereof.

**Section 2. Services Provided by ICOM.** ICOM hereby agrees that its personnel shall monitor radio traffic between Iroquois County units and emergency agencies served by ICOM, notify Iroquois County of requests for services, maintain a log of any such communications and provide emergency communication to Iroquois County when necessary. (the "Communication Services"). ICOM shall provide Communication Services continuously, 24 hours a day, seven days a week, including all State of Illinois and federal holidays; provided, however, that Communication Services shall be provided to Iroquois County only to the extent possible utilizing ICOM's communication personnel and equipment. In the event of immediate, overlapping needs for Communication Services, the calls, when



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possible, shall have priority in accordance with the seriousness of the service requested. The term "priority" shall have the meaning determined by ICOM.

**Section 3. Communication Services Disruption or Failure; Waiver.** If Communication Services are disrupted or fail for any reason, ICOM shall notify Iroquois County of such disruption as soon as practicable and shall inform Iroquois County of the nature of failure as well as the expected length of time before Communication Services are restored. ICOM also shall notify Iroquois County as soon as Communication Services are restored. IROQUOIS COUNTY BOARD hereby waives and releases any and all claims for causes of action against ICOM for costs, fees, claims or expenses incurred by IROQUOIS COUNTY BOARD that arise out of or relate in any way to such disruption or failure of Communication Services.

**Section 4. Equipment.** Each party to this agreement shall continue to be responsible for the equipment installed at their respective locations. Any modifications to existing equipment or other equipment and costs necessary to come on line for the Communication Services shall be the responsibility of IROQUOIS COUNTY BOARD. Any equipment installed on the premises of ICOM necessary to the provision of the Communication Services shall become the property of Iroquois County Emergency Telephone System Board. The Iroquois County Emergency Telephone System Board shall have the authority to reject inferior or unacceptable equipment for installation at ICOM.

**Section 5. Payment.** IROQUOIS COUNTY BOARD hereby agrees to pay ICOM, for all Communication Services provided by ICOM pursuant to this Agreement, on a quarterly basis.

**Section 6. Time of Payment.** IROQUOIS COUNTY BOARD shall pay to ICOM, on a quarterly basis, its respective fee for each year during the term of this Agreement. The first installment shall be paid by IROQUOIS COUNTY BOARD to ICOM on December 1, 2011.

**Section 7. Effective Date: Term: Termination:** This Agreement shall commence on December 1, 2011 and shall remain in full force and effect until November 30, 2014. This Agreement shall be renewed automatically thereafter, without additional actions of the Parties, for successive one year terms unless written notice of cancellation of this Agreement is received by ICOM at least 180 days prior to the date of expiration of the current term of this Agreement. IROQUOIS COUNTY BOARD may cancel this Agreement at any time during any one its terms by written notice of such cancellation received by ICOM at least 12 months in advance of the date of cancellation. ICOM may terminate this Agreement upon 180 days notice to IROQUOIS COUNTY BOARD or upon the failure of IROQUOIS COUNTY BOARD to make the payments required pursuant to Section 5 of this Agreement within 30 days after written notice from ICOM of the overdue amount.

**Section 8. Policies.** ICOM shall promulgate, from time to time, as needed, operational rules and procedures for the provisions of Communication Services pursuant to this Agreement and make



recommendations on the budget to be established from time to time by ICOM to cover the costs of Communication Services.

**Section 9. Enforcement.** The parties hereto may, in law or in equity, by suit, action, mandamus, or any other proceeding including without limitation, specific performance, enforce or compel the performance of the Agreement; provided, however, that IROQUOIS COUNTY BOARD agrees that it shall not seek, and does not under any circumstances have the right to seek, to recover any judgment for monetary damages against ICOM or any ICOM elected or appointed officials, agents, representatives, attorneys, or employees on account of the negotiation, execution, performance, or breach of any of the terms or conditions of the Agreement, except only against ICOM in the event of a willful and malicious failure and refusal by ICOM to provide Communication Services in accordance with the terms of this Agreement. In the event of judicial proceeding brought by any of the parties to this Agreement against any other Party for enforcement or for breach of any provision of this Agreement, the prevailing Party in such judicial proceeding shall be entitled to reimbursement from the unsuccessful Party of all costs and expenses, including reasonable attorney's fees, incurred in connection with such judicial proceeding.

**Section 10. Indemnity.** ICOM agrees to hold harmless, indemnify and defend IROQUOIS COUNTY BOARD from any and all claims, demands, liabilities, and suits in law or in equity that may arise from or out of ICOM's performance of this Agreement. IROQUOIS COUNTY BOARD agrees to hold harmless indemnify and defend ICOM from any and all claims, demands, liabilities and suits in law or in equity that may arise from or out of the use or misuse of that information from ICOM.

**Section 11. Appropriations.** ICOM agrees to appropriate annually such funds as may be reasonably necessary to provide Communication Services pursuant to this Agreement. IROQUOIS COUNTY BOARD agrees to appropriate annually all funds required to make payments to ICOM pursuant to this Agreement.

**Section 12. Amendments; Waivers.** This Agreement and the rights created by this Agreement may not be amended, modified, or waived in any respect except by written agreement expressly referring to this Agreement and duly and validity authorized, executed, and delivered by all of the Parties hereto.

**Section 13. Notices.** All notices and other communications in connection with this Agreement shall be in writing and shall be deemed delivered to the addresses thereof when delivered in person at the address set forth below or three business days after deposit thereof in any main or branch United States Post Office, certified or registered mail, return receipt requested, postage prepaid, properly addressed to the Parties, respectively, as follows:

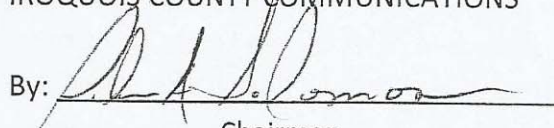
For notices and communications to ICOM: Iroquois County Communications  
Director  
1001 East Grant  
Watseka, Illinois 60970

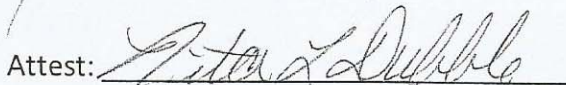
For notices and communications to: Iroquois County Board  
1001 East Grant  
Watseka, IL 60970

By notice complying with the foregoing requirements of the Section 13, each party shall have the right to change the addressee or both for all future notices and communications to such party, but no notice of such as change of address shall be effective until actually received.

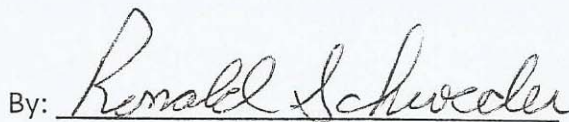
**IN WITNESSES WHEREOF**, the Parties have set their hand and affixed their seals on the date first above written.

IROQUOIS COUNTY COMMUNICATIONS

By:   
Chairman

Attest:   
Secretary

IROQUOIS COUNTY BOARD

By:   
Chairman

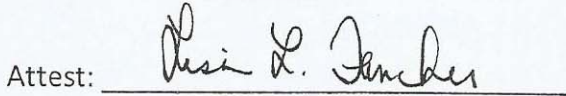
Attest:   
County Clerk



EXHIBIT "A"

Fee due for the period December 1, 2011  
to November 30, 2014

\$ 131,666.00

Monthly Installment

\$ 10,972.17

The parties agree that fees for the provision of Communication Services in subsequent years of the contract shall be based on an annual review of the amount of Communication Services provided by ICOM in the prior year.