

**INTERGOVERNMENTAL AGREEMENT BETWEEN
AKIN WATER DISTRICT AND THE FRANKLIN COUNTY BOARD
REGARDING FRANKLIN COUNTY SHERIFF'S DEPARTMENT'S
INSTALLATION OF A RADIO REPEATER**

THIS AGREEMENT is made and entered into by and between Akin Water District (hereinafter the "District"), a public body organized pursuant to the Illinois Public Water District Act, and the Franklin County Board (hereinafter the "County"), each a "Party" and collectively the "Parties."

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, provides that units of local government may enter into and execute agreements with one another to perform any activity authorized by law; and

WHEREAS, the District is a unit of local government and public body organized pursuant to the Illinois Public Water District Act, 70 ILCS 3705/1, *et seq.*; and

WHEREAS, the County is a unit of local government and public body organized pursuant to the Illinois Counties Code, 55 ILCS 5/1, *et seq.*; and

WHEREAS, the Parties find it to be in the best interests of the District, the County, the Franklin County Sheriff's Department, and citizens at large to enter into this Agreement for the purpose of installing a radio repeater on District property; and

WHEREAS, the Parties are committed to the principles of intergovernmental cooperation.

NOW, THEREFORE, in consideration of the foregoing premises, mutual promises, covenants, and agreements set forth herein, Akin Water District, and the Franklin County Board, hereby agree as follows:

Section 1. The foregoing recitals are material to this Agreement and are incorporated herein as though fully set forth in this Section 1.

Section 2. The District hereby agrees to allow the Franklin County Sheriff's Department to install a radio repeater on the District's West elevated water tank. The District will further agree to allow the County to install a six-foot-by-six-foot building at the base of said water tank. Said building will be connected to the antenna on the top railing of the water tower via an antenna cable. The building is expected to be secured to the ground and contain electrical radio repeater equipment, a small generator, and an HVAC system that is expected to operate solely in extreme heat or extreme cold conditions.

Section 3. The County hereby agrees to insure the aforementioned building and be responsible for any and all damages to the property that are deemed related to the County's activities. The District will not be responsible for any damage to the County's property, unless the damage is solely a result of the District's negligence. Ownership of all aforementioned equipment shall remain with the County.

Section 4. The Parties hereto agree to share an electrical utility meter and shall estimate the electrical usage for the radio repeater and building installed by the County. Based on historical usage, the District hereby agrees to pay the first Eighty Dollars (\$80.00) per month on the electrical bill, and the County hereby agrees to pay any and all amounts which are in excess of eighty dollars (\$80.00) per month. The District shall send monthly invoices to the County, and the County shall issue payment within 30 days. The amounts to be paid by the Parties herein may be subject to annual adjustments at the District's General Manager's request, and said adjustments shall be reasonably and accurately based on the actual electrical usage at the subject site.

Section 5. The County is expected to contract with Novacom Communications for installation of the aforementioned equipment. The County shall hold the District harmless from any and all liability for any bodily injury, property damage, and/or worker's compensation claims that may arise as a result of Novacom Communications' presence on the District's property at any time and for any purpose related to this Agreement.

Section 6. The District shall allow the County, or the County's agents and contractors, access to the aforementioned equipment within a reasonable period of time after receiving a request to access the equipment from the County for the purposes of maintenance, repairs, upgrades, etc.

Section 7. All aforementioned equipment placed on the District's property as part of this Agreement must not interfere with any equipment or property of the District, or with services provided by the District to its customers. It is the County's responsibility to ensure all such equipment is in compliance with any and all applicable statutes, rules, regulations, ordinances, etc.

Section 8. Each Party shall maintain such property and commercial general liability insurance under such terms as such Party may separately require, including statutory workers' compensation insurance on each Party's own employees.

Section 9. This Agreement represents the entire Agreement between the Parties. This Agreement shall only be amended by a written instrument approved and signed by all Parties hereto.

Section 10. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of Illinois. The forum of any legal disputes arising out of this Agreement shall be Franklin County, Illinois.

Section 11. If any section, paragraph, clause, or provision of this Agreement shall be declared invalid, the invalidity of such section, paragraph, clause, or provision shall not affect any of the other provisions of this Agreement.

Section 12. Upon execution of this Agreement by all Parties, the Agreement shall be in full force and effect. This Agreement will expire on June 1st, 2029, and may be renewed by mutual consent of the Parties thereafter.

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized agents, representatives, or corporate officers, have executed this Agreement in duplicate on the dates written below.

AKIN WATER DISTRICT

BY: *Marshal Clark*
Marshal Clark, General Manager

DATE: 05/14/2024

FRANKLIN COUNTY BOARD

BY: *J. Larry Miller*
J. Larry Miller, Chairman

DATE: 5-20-24