

**Executive Committee
Tentative Minutes
March 10, 2020**

1. Call Meeting to Order: Chairman Finfrock called the meeting to order at 5:56 p.m. Present: Griffin, Janes, Kenney, Nordman, Reising and Sparrow. Others: Droege, Smith, Treasurer Linda Beck and County Clerk & Recorder Laura Cook.
2. Approval of Minutes - February 11, 2020: Motion by Reising to approve the minutes as presented, 2nd by Janes. Motion carried.
3. Public Comment: None
4. Reports of Committees
 - Personnel & Salary: None
 - Road and Bridge: 5 resolutions
 - Judiciary & Circuit Clerk: None
 - County IT: None
 - Supervisor of Assessment, Planning & Zoning: 1 item
 - HEW, Solid Waste & Veterans: None
 - County Facilities: None
 - County Security – Sheriff & Coroner: 1 resolution
 - State’s Attorney, Court Services – Focus House: 1 appointment
 - Long Range & Strategic Planning: 2 resolutions, bills and change order
 - Finance & Insurance: 1 resolution and 1 ordinance
 - Agriculture: None
 - Workplace Safety: None
 - Board Presentation Requests: Abby Duke/Census 2020
 - Other: None
5. Old Business
 - Update on Tower Status: Finfrock distributed a copy of the tower agreement; it is between the County and 911 Board. Finfrock would like the Committee to review it and they will discuss more next month. State’s Attorney Morrow has a copy to review also. Discussion was held regarding the revenue stream. Reising stated you cannot approve a contract that has blanks in it. Kenney stated per Sheriff VanVickle, once this contract is signed, they would produce a Quit Claim Deed. They will discuss it more next month.
 - Cannabis Ordinance: Will be before the County Board.
 - Other: None
6. New Business
 - Host Agreement for Orchard Hills Landfill: Finfrock stated there has not been any movement; they are looking to meet with Village of Davis Junction.

- Lease Agreement with City of Rochelle: Finfrock stated it has been signed but has not received it back. He will check with Sheriff's office if they have received it.
- Memorials: Nordman is working on.
- Lease Agreement with Hope for EOC Office: Finfrock stated it has been received.
- Other: Smith brought up the OCCCA Board; Finfrock stated there will be a resolution to dissolve it. Smith stated the property is being turned over to City of Rochelle next week. Kenney asked when the restaurant will close. Smith stated the plan is July with demolition by November. County Clerk Cook stated they will need to look for a new polling place; she has a lead on the new Recreation Center but needs to reach out to Jackee Ohlinger of Flagg Rochelle Park District.

7. Closed Session: None

8. Comments/Suggestions from Committee Members/Department Heads: None

9. Adjournment: With no further business, Chairman Finfrock adjourned. Time: 6:42 p.m.

Respectfully submitted,
Tiffany O'Brien

INTERGOVERNMENTAL AGREEMENT (IGA) BY AND BETWEEN
_____ AND THE OGLE COUNTY EMERGENCY
TELEPHONE SYSTEM BOARD
FOR THE LEASE OF SPACE ON _____-OWNED PROPERTY FOR A
COMMUNICATIONS TOWER

THIS AGREEMENT is entered into this _____ day of _____, 20____ (“this Agreement”, or “IGA”), by and between _____, an _____, and the OGLE COUNTY EMERGENCY TELEPHONE SYSTEM BOARD (“ETSB”).

WITNESSETH:

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves other entities in any manner not prohibited by law or ordinance; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq., provides that any power or powers, privileges, or authority exercised - or which may be exercised - by a unit of local government may be exercised and enjoyed jointly with any other unit of local government or corporation; and

WHEREAS, Section 5 of the Intergovernmental Cooperation Act, 5 ILCS 220/5, provides that any one or more public agencies may contract with one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and

WHEREAS, the Intergovernmental Cooperation Act also authorizes agreements between or among units of local governments and corporations; and

WHEREAS, _____ is the owner of the property located at 960 W IL Rte 64 Oregon in the County of Ogle commonly referred to as P.I.N. 16-04-101-001, which is legally described as follows:

SEE ATTACHED EXHIBIT A

WHEREAS, that portion of the _____ Property which shall be leased and used on a nonexclusive basis by the ETSB as identified herein; and

WHEREAS, _____ has determined that it is in the best interests of _____, the residents of Ogle County, and that it is in the interests of the public health, safety, and welfare for _____ to lease its property to the ETSB for the location of a Communications Tower, a related Communication Shelter, and Generator on the

_____ Property located at the address specified above and described in Appendix A, subject to the terms and conditions of this Agreement for the purpose of the use of said Communications Tower Complex, as well as such other public radio system providers for emergency services communications, or commercial carriers, who may, in the future, become a party to this Agreement:

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, made pursuant to all applicable statutes, local ordinances and authority, _____ and the ETSB who are signatory to this Agreement, do hereby enter into the following Intergovernmental Agreement:

SECTION I.

Recitals/Headings:

- A. It is mutually agreed by and among the parties hereto that the foregoing preambles are hereby incorporated herein as though fully set forth herein.

- B. It is mutually agreed by and among the parties hereto that the "headings" as contained in this Agreement are for reference only and the actual written provisions, paragraphs and words of this Agreement shall control.

SECTION II.

Mutual Consideration:

Subject to the specific terms and conditions of this Agreement, and in consideration for the mutual promises set forth herein, the parties mutually agree as follows:

- A. ETSB has constructed a public safety communications tower.

- B. ETSB has fully paid for the communications tower and all attendant equipment.

- C. ETSB shall maintain ownership of the Communications Tower Complex.

- D. ETSB agrees to and shall maintain the Communication Tower Complex and will pay all utility costs, taxes or any other expense incurred from the installation and/or operation of the Communication Tower Complex.

- E. ETSB agrees to and shall insure the Communication Tower Complex consistent with the terms of this Agreement.

SECTION III.

Term of Agreement

_____ and ETSB agree to a one-hundred (100) year land use agreement for the property described herein. ETSB shall pay to MABAS one dollar (\$1.00) per year for each year of this Agreement as the rental amount. ETSB may pay the entire amount of this rental amount in the first year of this Agreement. Should the Communications Tower on this property no longer be used by the ETSB, this Agreement shall terminate with no other requirement of payment. Expenses associated with the removal of the Communications Tower at its end of life shall be the responsibility of the ETSB.

SECTION IV.

Revenue from the Future Co-Location by Other Telecommunication Providers

Any future use of the Communication Tower Complex by cellular providers or other common carriers which may result in use fees being collected by ETSB,

SECTION V.

Maintenance of Communications Equipment, ETSB Communications Tower Complex, and Other Expenses

As consideration for the initial Term and any extension(s) of this Agreement, during the entire term of this Agreement, including any extensions or renewals thereof, ETSB agrees to and shall, at ETSB's sole cost and expense, maintain the Communications Tower Complex in good condition. Any such maintenance by ETSB shall be at ETSB's sole cost and expense.

SECTION VI.

Access to the ETSB Communications Tower Complex:

_____ recognizes that the Ogle County ETSB Communications Tower Complex and appurtenances will house critical public safety infrastructure that may require maintenance or repair on a 24/7 basis. As such, _____ reserves the right to pre-approve known contractors or representatives of Ogle County ETSB permitting such access. The ETSB agrees to limit access to the Ogle County ETSB Communications Tower Complex only to authorized representatives, shall ensure that the shelters, fences, and gates are properly secured when finished and before leaving the site, and shall immediately report to the Ogle County ETSB any security problem(s) discovered or evidence of unauthorized access.

SECTION VII.

Approval and Licensing of Communications Equipment:

Should the installation and/or any modification or replacement of any Communications Equipment, or any portion thereof, require approvals by any regulatory bodies (e.g., the Federal

Communications Commission and/or the Federal Aviation Administration), the owner of that Communications Equipment shall, at its sole cost and expense, prepare and submit all necessary applications and obtain the necessary approvals from all such regulatory bodies prior to performing any work on the Communications Tower Complex on _____ Property, and the owner of such Communications Equipment shall provide to _____ and ETSB written evidence of all approvals obtained from such regulatory bodies, if and when requested by _____ or the ETSB.

SECTION VIII.

Radio Frequency (RF) Interference:

ETSB shall be responsible to prevent any radio interference from all users of the Communications Tower to the extent possible. Should the ETSB be informed of radio interference, the ETSB will take all necessary steps to correct the problem causing such radio interference.

SECTION IX.

Insurance:

- A. Insurance Coverages Required: ETSB shall insure the Communications Tower and its own Communications Equipment against any damage, destruction, and/or casualty loss. The ETSB, shall at its sole cost and expense, insure the Communications Tower against fire, windstorms, and other casualties, in the amounts specified below:
- (i) Workers' Compensation (as required by State law) Statutory and Limited Employees' Liability \$1,000,000 per accident;
 - (ii) General (Public) liability bodily insurance of not less than one million dollars (\$1,000,000.00) for injuries, including death, to any one person, two million dollars (\$2,000,000.00) each occurrence and two million dollars (\$2,000,000.00) aggregate limit;
 - (iii) General (Public) liability property damage insurance of not less than one million dollars (\$1,000,000.00) on account of any one occurrence with an aggregate limit of not less than two million dollars (\$2,000,000.00);
- B. The ETSB shall provide and maintain Certificate(s) of Insurance disclosing all required coverage levels as required by this Agreement, and _____ shall be named as an Additional Insured thereon.
- C. No insurance shall be canceled for any reason other than nonpayment of premium unless thirty (30) days prior written notice is given to _____.

SECTION X.

General Provisions:

- A. It is mutually agreed by and among the parties hereto that this Agreement shall be deemed to take effect on <MONTH AND DATE>, 2020 (the "effective date"), provided the duly authorized agents of each of the parties hereto duly execute this Agreement by affixing their signatures prior to said effective date. In the event the date that the last authorized agent of the parties hereto affix their signature to this Agreement is subsequent to <MONTH AND DATE>, 2020, the effective date of this Agreement shall then be the first day of the month which follows the date that the last authorized agent of any of the parties hereto affixes his/her signature.
- B. Indemnification: ETSB agrees to and shall indemnify and hold harmless, to the greatest extent provided by law, _____ (including its elected officials, officers, employees and agents) from any and all costs, losses, damages, claims and causes of action, including, but not limited to, attorneys' fees and court costs arising from the installation, operation, maintenance, and/or removal of that party's Communications Equipment on the Communication Tower or on the _____ Property. The obligations of each party with respect to this Paragraph shall survive any termination and/or cancellation of this Agreement.
- C. It is mutually agreed by and among the parties hereto that nothing contained in this Agreement is intended or shall be construed as in any manner or form creating or establishing a relationship of partners or principal agent between or among the parties hereto. _____ is and shall remain independent of any of the other parties to this Agreement with respect to all services performed pursuant to and/or as a result of this Agreement.
- D. Entire Agreement: This Agreement contains and sets forth the entire agreement of the signatory parties hereto and that this Agreement supersedes and replaces all oral agreements and negotiations between the parties hereto relating to the subject matter hereof, provided, however, any prior or separate agreement(s) between and among the parties hereto on any other subject shall remain in full force and effect, and shall not be modified by this Agreement.
- E. Amendments: It is mutually agreed by and among the parties hereto that any alterations, amendments, deletions or waivers of any provision of this Agreement shall be valid only when expressed in writing and duly executed by the parties hereto.

- F. Notice: It is mutually agreed by and among the parties hereto that any written communication required under this Agreement shall be by U.S. Postal Service delivery, by certified mail, return receipt requested, and shall be addressed as follows:

If to Ogle County Emergency Telephone System Board:

Attn: 9-1-1 Coordinator
202 S. 1st Street
Oregon, Il. 61061

If to _____
Attn: Chairman

- G. Binding Effect: This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns. No signatory party hereto may assign this Agreement, or any part thereof, and/or transfer, sell, grant, convey, deed, cede or otherwise give over, in any manner or form, any of its duties, obligations and/or responsibilities as heretofore set forth in this Agreement without first obtaining the expressed written consent and permission of all of the other parties to this Agreement. In no case shall such consent relieve said party from its obligations hereunder or to change the terms of this Agreement
- H. Provisions Severable: It is mutually agreed by and among the parties hereto that the provisions of this Agreement are severable. If any provision, paragraph, section, subdivision, clause, phrase or word of this Agreement is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of this Agreement.
- I. Termination: Without any limitation on the provisions herein, a party may terminate its participation in this Agreement for any reason or for no reason by such party giving written notice thereof to each and all other signatory parties to this Agreement not less than sixty (60) days prior to the effective date of such party's termination of its participation.
- J. Venue: Each signatory party to this Agreement agrees that the venue for any and all disputes relative to this Agreement shall solely be in Ogle County, Illinois. It is mutually agreed by and among the parties hereto that this Agreement shall be enforceable in the Circuit Court of Ogle County, Illinois, by each of the parties hereto by any appropriate action at law or in equity, including any action to secure the

performance of the representations, promises, covenants, agreements and obligations contained herein.

K. Choice of Law: This Agreement shall be construed and interpreted in accordance with the laws of the State of Illinois.

L. It is mutually agreed by and among the parties hereto that each party warrants and represents to the other party and agrees that:

- (1) this Agreement is executed by duly authorized agents or officers of such party and that all such agents and officers have executed the same in accordance with the lawful authority vested in them, pursuant to all applicable and substantive requirements;
- (2) this Agreement is binding and valid and will be specifically enforceable against each party; and
- (3) this Agreement does not violate any presently existing provision of law nor any applicable order, writ, injunction or decree of any court or government department, commission, board, bureau, agency or instrumentality applicable to such party.

M. Counterparts: It is mutually agreed by and among all of the signatory parties hereto that this Agreement may be executed in multiple identical counterparts, and all of said counterparts shall, individually and taken together, constitute this Agreement.

DATE: _____

By: _____
Chairman

ATTEST:

By: _____

OGLE COUNTY EMERGENCY TELEPHONE SYSTEM BOARD DATE: _____

By: _____
Chairman

ATTEST:

By: _____