

ADDENDUM "B"

INTERGOVERNMENTAL POLICE RADIO ASSISTANCE AGREEMENT

THIS AGREEMENT entered into by and between the City of Gibson, a Municipal Government and the COUNTY OF FORD, a County Government, both located in the State of Illinois,

WITNESSETH:

Whereas, the City of Gibson and the County of Ford desire to enter into an Intergovernmental Agreement to provide police radio assistance to the City of Gibson and

Whereas, the 1970 Illinois Constitution (Article VII, Section 10) and the Intergovernmental Cooperation Act (5 ILCS 220/1, et seq.), provide authority for intergovernmental cooperation.

Now, Therefore, in consideration of the mutual covenants and agreements contained in this Agreement, the City of Gibson and the COUNTY OF FORD agree as follows:

SECTION 1. The COUNTY OF FORD hereby grants to the City of Gibson the right to the officers and employees of the Police Department of the City of Gibson to use the COUNTY OF FORD Police Radio Network in its daily operating procedures, subject to the terms, covenants and conditions of this Agreement.

SECTION 2. The City of Gibson agrees to furnish all equipment needed by the officers and employees of the Police Department of the City of Gibson to utilize the COUNTY OF FORD Police Radio Network.

SECTION 3. The COUNTY OF FORD agrees to furnish the following items:

- A. The base radio station and antenna and all Equipment normally associated therewith; and
- B. All personnel necessary to operate the base radio equipment.

SECTION 4. The City of Gibson shall have the right to use the COUNTY OF FORD Police Radio Network at all times during each day during the term of this Agreement.

SECTION 5. The City of Gibson agrees to abide by all written COUNTY OF FORD Sheriff's Office rules, regulations and procedures which govern the use of the COUNTY OF FORD Police Radio Network.

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SECTION 6. For the use of the COUNTY OF FORD Police Radio Network the City of Gibson agrees to pay the COUNTY OF FORD the sum of **One Thousand Three Hundred Thirty-Three Dollars Thirty-Three Cents (\$1,333.33)** per month, payable, without demand, on the **fifteenth (15th)** day of each month, commencing **September 1, 2007**, which monthly payment shall continue for the term of this Agreement. Said sum shall be paid to the County Treasurer of the COUNTY OF FORD.

SECTION 7. Each party to this Agreement agrees to obtain, and to maintain during the time that this Agreement is in effect, a General Liability Insurance Policy with a minimum coverage of **Five Million Dollars (\$5,000,000.00)**.

SECTION 8. This Agreement shall not be construed as or deemed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action under this Agreement for any cause whatsoever.

SECTION 9. The term of the Agreement shall be for the period commencing **September 1, 2007**, and terminates **September 1, 2008**, at **11:59 P.M.**

SECTION 10. This Agreement shall become effective for each party when that party by Ordinance of its governing body adopts and approves this Agreement and authorizes the proper official to execute the Agreement. This Agreement shall be executed in duplicate and the office of the Clerk of each party to this Agreement shall maintain an executed copy in its records.

SECTION 11. If any provision of this Agreement is invalid for any reason, such invalidation shall not render invalid other provisions of this Agreement which can be given effect without the invalid provision.

SECTION 12. This Agreement shall be construed in accordance with the law and Constitution of the State of Illinois.

(Ord. No. 07-15; 07-23-07)