THIRD AMENDMENT TO TORNADO SIREN INTERGOVERNMENTAL AGREEMENT

ADDING NEW MEMBER – VILLAGE OF FISHER

The Tornado Siren Intergovernmental Agreement ("Agreement") was made and entered on September 19, 2019.

In 2021, a First Amendment to the Agreement ("First Amendment") was made, entered, and fully executed by and between the City of Champaign, Illinois, a municipal corporation, (hereinafter referred to as the "Champaign"); the Metropolitan Computer-aided Dispatch Agency, an intergovernmental agency, (hereinafter referred to as "METCAD"); Champaign County, Illinois, a body corporate and politic, (hereinafter referred to as the "County"); the City of Urbana, Illinois, a municipal corporation, (hereinafter referred to as "Urbana"); the Village of Savoy, Illinois, a municipal corporation, (hereinafter referred to as "Savoy"); the Board of Trustees of the University of Illinois, a body corporate and politic, (hereinafter referred to as "the University"); the Village of Pesotum, a municipal corporation (hereinafter referred to as "Pesotum"); and the Village of Sidney, a municipal corporation (hereinafter referred to as "Sidney").

In 2022, a Second Amendment to the Agreement ("Second Amendment") was made, entered, and fully executed, adding as a new member the Village of Tolono, a municipal corporation (hereinafter referred to as "Tolono").

As provided in the First Amendment and as reiterated in each subsequent Amendment, the County is authorized to, from time to time, amend the First Amendment unilaterally to add new members on the same terms and to update the cost allocations, subject to the notice, terms, and conditions requirements of the Section regarding "Adding New Members", reiterated in this Third Amendment to the Agreement ("Third Amendment") as Section 14.

By this Third Amendment, new member the Village of Fisher, a municipal corporation (hereinafter referred to as "Fisher") now joins Champaign, METCAD, County, Urbana, Savoy, the University, Pesotum, Sidney, and Tolono in the Agreement, and all shall collectively be referred to as "the Parties" and each individually and generically, a "Party."

Recitals

WHEREAS, the County is a unit of local county government, a body corporate and politic, within the State of Illinois; and

WHEREAS, Urbana, Champaign, and Savoy are municipal corporations, bodies politic, and home rule units of government pursuant to Article VII, Section 6 of the Illinois Constitution of 1970; and

WHEREAS, Pesotum, Sidney, Tolono, and Fisher are municipal corporations and bodies politic; and

WHEREAS, METCAD is an intergovernmental agency formed pursuant to the Intergovernmental Cooperation Act; and

WHEREAS, the University is a body corporate and politic of the State of Illinois; and

WHEREAS, Section 10 of Article VII of the Constitution of the State of Illinois, 1970, and Section 9 of the Intergovernmental Cooperation Act (5 ILCS 220/9) provide authority for local governments to contract or otherwise associate among themselves to obtain and share services and exercise, combine or transfer any power or function in any manner not otherwise prohibited by law or ordinance; and

WHEREAS, pursuant to the Agreement, the Parties have previously upgraded their emergency siren system, with multiple sirens located on the respective property of the Parties; and

WHEREAS, pursuant to this Third Amendment, Fisher desires to join in the upgraded emergency siren system contemplated under the Agreement; and

WHEREAS, the Parties are desirous of acquiring and maintaining software and equipment that allows for a digital automated warning system for the area of the Parties in which alerts are originated by the National Weather Service.

NOW THEREFORE, in consideration of the mutual benefits accruing to the Parties, the Parties agree as follows:

Terms of Agreement

Section 1. Recitals. The recitals set forth above are incorporated by reference into these terms of agreement.

Section 2. The County's Responsibilities. The County agreed to maintain and update its contract with Federal Signal Safety and Security Systems, Inc. ("the Vendor") at its initial expense for system upgrades that included: software for the siren system; software for the dispatch/computers; subscription for polygon alerting; two digital encoders; programming of encoders; field service. The County further agreed to maintain and update its contract with the Vendor for ongoing yearly maintenance for the software and any system upgrade. The County agreed to pay such initial expenses and ongoing maintenance costs with the understanding that Champaign, Urbana, Savoy, the University, Pesotum, Sidney, and Tolono would reimburse the County their pro rata shares.

Pursuant to this Third Amendment, the County agrees to pay the initial expenses for siren repeater costs, ongoing maintenance for software and system upgrade and additional user fees with the understanding that Champaign, Urbana, Savoy, the University, Pesotum, Sidney,

Tolono, and Fisher will reimburse the County their pro rata shares as set forth in Exhibit C (attached), which shall be considered an updated attachment to the First Amendment.

In the event new members are added pursuant to Section 14 herein, the County will adjust the allocation of pro rata shares for siren repeater costs, ongoing maintenance for software and system upgrade and additional user fees.

Section 3. Champaign's Responsibilities. Champaign agrees to repay the County for its initial expense and any ongoing expense for the initial upgrade or user fee which is particular to it. In addition, Champaign will pay the ongoing yearly repeater costs and maintenance of software on a pro rata basis. The formula for repaying the County for repeater costs and maintenance and software shall be the total cost paid by the County to the Vendor for those items divided by the total number of sirens of the Parties multiplied by the number of sirens belonging to Champaign. Champaign also agrees to house and keep in good condition the backup encoder at its Fire Station 1 or other suitable place as Champaign may, from time to time, designate.

Section 4. Urbana's Responsibilities. Urbana agrees to repay the County for its initial expense and any ongoing expense for the initial upgrade or user fee which is particular to it. In addition, Urbana will pay the ongoing yearly repeater costs and maintenance of software on a pro rata basis. The formula for repaying the County for repeater costs and maintenance and software shall be the total cost paid by the County to the Vendor for those items divided by the total number of sirens of the Parties multiplied by the number of sirens belonging to Urbana.

Section 5. Savoy's Responsibilities. Savoy agrees to repay the County for its initial expense and any ongoing expense for the initial upgrade or user fee which is particular to it. In addition, Savoy will pay the ongoing yearly repeater costs and maintenance of software on a pro rata basis. The formula for repaying the County for repeater costs and maintenance and software

shall be the total cost paid by the County to the Vendor for those items divided by the total number of sirens of the Parties multiplied by the number of sirens belonging to Savoy.

Section 6. The University's Responsibilities. The University agrees to repay the County for its initial expense and any ongoing expense for the initial upgrade or user fee which is particular to it. In addition, the University will pay the ongoing yearly repeater costs and maintenance of software on a pro rata basis. The formula for repaying the County for repeater costs and maintenance and software shall be the total cost the County paid to the Vendor for those items divided by the total number of sirens of the Parties multiplied by the number of sirens belonging to the University.

Section 7. Pesotum's Responsibilities. Pesotum agrees to repay the County for its initial expense and any ongoing expense for the initial upgrade or user fee which is particular to it. In addition, Pesotum will pay the ongoing yearly repeater costs and maintenance of software on a pro rata basis. The formula for repaying the County for repeater costs and maintenance and software shall be the total cost paid by the County to the Vendor for those items divided by the total number of sirens of the Parties multiplied by the number of sirens belonging to Pesotum.

Section 8. Sidney's Responsibilities. Sidney agrees to rephy the County for its initial expense and any ongoing expense for the initial upgrade or user fee which is particular to it. In addition, Sidney will pay the ongoing yearly repeater costs and maintenance of software on a pro rata basis. The formula for repaying the County for repeater costs and maintenance and software shall be the total cost paid by the County to the Vendor for those items divided by the total number of sirens of the Parties multiplied by the number of sirens belonging to Sidney.

Section 9. Tolono's Responsibilities. Tolono agrees to repay the County for its initial expense and any ongoing expense for the initial upgrade or user fee which is particular to it. In

addition, Tolono will pay the ongoing yearly repeater costs and maintenance of software on a pro rata basis. The formula for repaying the County for repeater costs and maintenance and software shall be the total cost paid by the County to the Vendor for those items divided by the total number of sirens of the Parties multiplied by the number of sirens belonging to Tolono.

Section 10. Fisher's Responsibilities. Fisher agrees to repay the County for its initial expense and any ongoing expense for the initial upgrade or user fee which is particular to it. In addition, Fisher will pay the ongoing yearly repeater costs and maintenance of software on a pro rata basis. The formula for repaying the County for repeater costs and maintenance and software shall be the total cost paid by the County to the Vendor for those items divided by the total number of sirens of the Parties multiplied by the number of sirens belonging to Fisher.

Section 11. METCAD'S Responsibilities. METCAD agrees to house the encoder and make it available 24 hours a day, seven days per week. In the event the sirens must be manually sounded, METCAD agrees to work with the Regional Emergency Coordination Group to maintain standard operating procedures for sounding an alert.

Section 12. Other Expenses. In the event that the Parties agree on other expenses for upgrade or maintenance of siren software, Champaign, Urbana, Savoy, the University, Pesotum, Sidney, Tolono, and Fisher agree to pay them in the same proportion as the ongoing maintenance expenses provided for in Sections 3, 4, 5, 6, 7, 8, 9, and 10 of this Agreement.

Section 13. Indemnification. Champaign, Urbana, Savoy, the University, Pesotum, Sidney, Tolono, and Fisher shall be solely responsible for the cost and maintenance of the software and hardware for the above-described alert system upgrade. They are each responsible for upgrading the sirens in their control and shall remain obligated to the County for the cost of software or system-wide expenses as provided in this Agreement, whether or not they are able to

take full advantage of them. Champaign, Urbana, Savoy, the University, Pesotum, Sidney, Tolono, and Fisher agree to indemnify, hold harmless and defend the County in the event of any contract dispute with the Vendor.

To the fullest extent permitted by law, each Party (an "Indemnifying Party") shall, at its sole expense, indemnify and defend each other Party from and against all claims for damage to property or injury to persons, including death, to the extent proximately caused by the act or omission of the Indemnifying Party and arising out of or relating directly or indirectly to this Agreement.

Section 14. Adding New Members. The Parties anticipate from time to time new members from within Champaign County will wish to be added on the same terms as Champaign, Urbana, Savoy, the University, Pesotum, Sidney, Tolono, and Fisher. The County is authorized to amend the First Amendment unilaterally to add new members on the same terms and to update the cost allocations, so long as: (1) the other Parties are provided with 60 days' notice of the new Parties and the revised allocations as an updated attachment to the First Amendment; (2) no Party provides a notice of objection to the County within 60 days of receiving notice from the County; and (3) subsequent amendments to the First Amendment containing the same basic terms and conditions are signed by the new members and the County.

Section 15. Notices. Any and all notices, demands or communications required to be given hereunder shall be in writing and sent by certified mail, return receipt requested (or at such other place as the respective Party may designate):

a. To METCAD as follows: Director, METCAD, 1905 East Main Street, Urbana, IL 61802

b. To Champaign as follows: City Manager, 102 N. Neil Street, Champaign, IL 61820

c. To the County as follows: County Executive, 1776 E. Washington, Urbana, IL 61802

d. To Urbana as follows: Mayor, City of Urbana, 400 S. Vine Street, Urbana, IL 61801

e. To the University as follows: University of Illinois, Senior Associate Chancellor for

Administration & Operations, Swanlund Administration Building, 601 W. John St., Champaign,

IL 61820

f. To Savoy as follows: Village Administrator, 611 N. Dunlap, Savoy, IL 61874

g. To Pesotum as follows: Village President, P.O. Box 200, Pesotum, IL 61863

h. To Sidney as follows: Village Clerk, P.O. Box 77, Sidney, IL 61877

i. To Tolono as follows: Village Clerk, P.O. Box 667, Tolono, IL 61880

j. To Fisher as follows: Village Clerk 117 E. School St., Fisher, IL 61843

Section 16. Signatures. This Third Amendment and subsequent amendments may be

executed in counterparts, each of which shall be deemed an original. Facsimile, pdf, or other

electronic signature (e.g. DocuSign) shall be deemed to have the same legal effect as an original

ink signature.

IN WITNESS WHEREOF, the County and Fisher, pursuant to authority given by their

respective governing bodies, have caused these presents to be executed by their duly authorized

signatories, duly attested as required, on the dates set forth below.

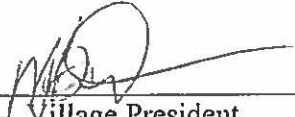[REMAINDER LEFT INTENTIONALLY BLANK]

COUNTY OF CHAMPAIGN, ILLINOIS

By: _~~Darlene A Kloeppel~~_ Date of Signature: _9/28/22_
County Executive

ATTEST: _~~Aaron Ammons~~_
County Clerk
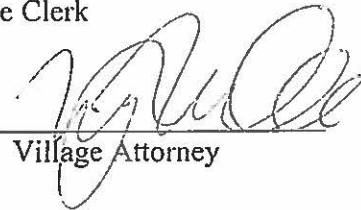
Approved as to form: _~~Matt Banach~~_
Assistant State's Attorney

VILLAGE OF FISHER, ILLINOIS

By: _____   Date of Signature: 7/__/22
    Village President

ATTEST: _____
        Village Clerk

Approved as to form: _____
                     Village Attorney

Jurisdiction	Number of Sirens	Maintenance/software fee (Feb 23-Jan 24)
City of Champaign	16	$1,200
City of Urbana	14	$1,050
U of IL	7	$525
Village of Savoy	3	$225
Village of Sidney	3	$225
Village of Pesotum	1	$75
Village of Tolono	3	$225
Village of Fisher	2	$150
Total	49	$3,675

Separate costs for Jurisdictional specific activation apps	Jurisdictional Totals
	$1,200
	$1,050
	$525
	$225
$210	$435
$105	$180
$105	$330
$105	$255
$525	$4,200 est.