

RESOLUTION NO. _____

Resolution Synopsis: This resolution approves and authorizes an Intergovernmental Lease Agreement with Tazewell County Consolidated Communications for the leasing of space located at the Washington Police Department currently used for 911 emergency dispatch communications. Among other things, the agreement provides for a lease payment to the city in the amount of \$500 per month.

**RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL
LEASE AGREEMENT WITH TAZEWEILL COUNTY CONSOLIDATED
COMMUNICATIONS**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WASHINGTON, TAZEWEILL
COUNTY, that:**

Section 1. The Mayor and City Clerk are hereby authorized to extend and execute an Intergovernmental Lease Agreement with Tazewell County Consolidated Communications (TC3), in substantially the form of the documents attached hereto, marked "Exhibit A", and by reference expressly made a part hereof.

Section 2. That this Resolution shall be in full force and effect from and after its passage by a two-thirds (2/3) vote of the corporate authorities then holding office.

PASSED AND APPROVED in due form of law at a regular meeting of the City Council of the City of Washington, Tazewell County, Illinois, on the _____ day of _____, 2018.

Mayor

ATTEST:

City Clerk

**LEASE AGREEMENT FOR THE LEASE OF CERTAIN PORTIONS OF THE
CITY OF WASHINGTON POLICE DEPARTMENT**

THIS LEASE AGREEMENT FOR THE LEASE OF CERTAIN PORTIONS OF THE CITY OF WASHINGTON POLICE DEPARTMENT (the "Lease") is made and entered into this _____ day of June, 2018, between **TAZEWELL COUNTY CONSOLIDATED COMMUNICATIONS** (hereinafter referred to as "TC3"), and the **CITY OF WASHINGTON**, an Illinois municipal corporation (hereinafter referred to as "City") (collectively referred to herein as the "Parties").

WITNESSETH:

1. **Leased Premises.** The City hereby leases to TC3 a certain portion of the real estate commonly known as the Washington Police Department located at 115 W Jefferson Street, Washington, IL 61571. The portion of the real estate to be leased shall consist of that area of the Police Department currently used for 911 emergency dispatch communications (the "Leased Premises"). The Leased Premises shall also include non-exclusive use of (A) the parking areas for the Police Department (excluding any marked parking areas that are designated for the exclusive use of the City), and (B) the entryway and all hallway areas in the Police Department necessary for providing reasonable access to the area of the Police Department currently used for 911 emergency dispatch communications, including access to and use of all restrooms, break room/kitchen areas, and storage areas currently used by City telecommunicators.

2. **Term.** The City leases the Leased Premises to TC3 on a month-to-month basis beginning on or about July 1, 2018.

3. **Rental Fee.** TC3 agrees to pay the City rent in the amount of \$500.00 per month, payable in advance of the first day of each and every month. The rental fee shall also cover the costs of all utility services currently being utilized for the benefit of the Leased Premises, expressly including the cost of all technology and communication services currently used by the City telecommunicators for the provision of 911 dispatch services.

4. **Termination.** This Lease may be terminated by either Party effective on the last day of any month. In order for such termination to take effect, the other party must receive written notice of non-renewal as soon as is reasonable practicable and in no event later than 30 days prior to the last day of that month. This Lease may be otherwise terminated by mutual written agreement of the Parties.

5. **Furniture, Fixtures & Equipment.** During the course of the Lease, TC3 shall be entitled to use of all of the equipment, furniture, computers, technology and communication devices, phones, office supplies, and other items reasonably necessary for the operation of a 911 dispatch center as are currently in use by the City for its provision of 911 dispatch services. The City agrees to provide all utility services to TC3 as are currently being utilized for the benefit of the Leased Premises, expressly including the use of all technology and communication services currently used by the City telecommunicators for the provision of 911 dispatch services (including but not limited to all phone lines, internet access, software, computer terminals and consoles and all related equipment and services).

6. **Use of Leased Premises.** TC3 shall use the Leased Premises for the sole purpose of operating a 911 dispatch center.

7. **Nonexclusive Possession to the Leased Premises.** As provided in this Lease, TC3 shall have the right to use the Leased Premises. The City shall have the right to enter the Leased Premises at all times to make inspection and perform maintenance.

8. **Maintenance by City.** The City shall be responsible for the routine care and maintenance of the Leased Premises, including normal and reasonable cleaning and the removal of all trash, litter, and waste from the Leased Premises.

9. **TC3's Covenants with Respect to Occupancy.** During the term of this Lease, TC3 shall at all times:

(a) Occupy the Leased Premises in a safe and careful manner, without committing or permitting waste and in compliance with all laws, regulations and orders of all governmental bodies having jurisdiction over the Leased Premises.

(b) Keep the Leased Premises in a clean and orderly condition and maintained in good condition and repair.

(c) Give immediate notice to the City in the event of a fire, casualty or accident in the Leased Premises.

10. **Subletting and Assignment Prohibited.** TC3 shall not sublet the Leased Premises, nor shall it assign this Lease or any right hereunder, without the express written consent of the City.

11. **Indemnification and Insurance.** TC3 shall indemnify, defend and hold the City harmless from any causes of actions, claims, damages, losses, personal injury or death arising out of any error or omission by TC3 or its employees, agents, or representatives concerning the use of the Leased Premises. The City shall indemnify, defend and hold TC3 harmless from any causes of actions, claims, damages, losses, personal injury or death arising out of any error or omission by the City or its employees, agents, or representatives concerning the use of the Leased Premises. TC3's insurance coverage shall also provide coverage for any areas that TC3 uses under the Lease. TC3 shall obtain at its expense, general liability insurance reasonably acceptable to the City, which such policy shall name the City as an additional insured against liability for any injury to property or persons arising out of the use of the Leased Premises. TC3 will, if requested, provide the City with a copy of such insurance policy as evidence of coverage. The City shall also list TC3 as an additional insured on the City's policy with relation to TC3's use of the Leased Premises and adjacent grounds.

12. **Amendment of Lease.** This Lease may be amended with the mutual written consent of the parties.

13. **Notices.** Any notice or consent required or desired to be given by or on behalf of either party to the other shall be deemed given when delivered in person, by email, or deposited in the U.S. mail by registered or certified mail, return receipt requested, at the following address:

To TC3: TC3
Attn: Erin Morey
erinmorey@tazewell911.com
101 S. Capitol Street
Pekin, IL 61554

With a copy to: TC3
Attn: Johnny Platt

1130 Koch St.
Pekin, IL 61554

To City of Washington: City of Washginton
Attn: _____

14. **Entire Lease Agreement.** This Lease contains all of the terms agreed upon by the Parties with respect to the subject matter of this agreement and supersedes all prior agreements, arrangements and communications between the Parties concerning such subject matter, whether oral or written.

15. **Authority.** Each party represents and warrants to the other that the representatives who execute this contract have full authority under the law to bind their principals and that this contract has been approved as provided by law.

16. **Governing Law.** The laws of the State of Illinois shall govern this Lease.

17. **Waiver.** The waiver by any Party of any breach of this Lease, whether in a single instance or repeatedly, shall not be construed as a waiver of rights under this Lease. Any waiver shall not constitute a waiver by such Party to strictly adhere to this Lease nor as a waiver of any claim for damages or other remedy by reason of any such breach.

EXECUTED on the _____ day of _____, 2018, in duplicate originals.

**TAZEWELL COUNTY CONSOLIDATED
COMMUNICATIONS**

CITY OF WASHINGTON, a municipal
corporation

BY: _____
Board Chairman

BY: _____
Mayor

ATTEST: _____
Board Secretary

ATTEST: _____
Clerk