



Alexander County E 9-1-1

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INTERGOVERNMENTAL AGREEMENT TO FORM A PRIMARY BACKUP SYSTEM ANSWERING POINT FOR THE PULASKI COUNTY ENHANCED 911 SYSTEM

Agreement made this 4th day of May, 2011, by and between ALEXANDER COUNTY EMERGENCY TELEPHONE SYSTEM BOARD, hereinafter referred to for purposes of brevity as "ACETSB", UNION COUNTY TELEPHONE SYSTEM BOARD, hereinafter referred to for purposes of brevity as "UCETSB".

RECITALS

Whereas ACETSB is in the process of forming an Emergency 9-1-1 Communication System for Alexander County ETSB, Illinois; and

Whereas, ACETSB does desire UCETSB to serve as the primary backup to the ACETSB for command and control of the 9-1-1 System.

Whereas, ACETSB is agreeable in authorizing the UCETSB E 9-1-1 pursuant to the terms and conditions contained herein;

Whereas, ACETSB has entered into an agreement with Pulaski County Emergency Telephone System Board to act as the primary Public Safety Answering Point for Alexander County residents;

NOW, THEREFORE, in exchange for the following mutual covenants, conditions and promises, all parties agree as follows:

1. The above "Recitals" are hereby incorporated into the body of this agreement and made a part hereof by reference thereto.
2. UCETSB agrees to designate and have its communications station serve as primary backup for ACETSB 9-1-1 Communication System, for command and control services in receiving and dispatching 9-1-1 calls in those circumstances where the primary answering point, being located in Pulaski County, Illinois, is in the following, and only in the following, emergency situations:
 - A. There exists an emergency which overloads the primary system answering point to the point that the Primary system answering point cannot adequately handle all incoming 9-1-1 calls.
 - B. In the event of an emergency, natural disaster, electrical failure, or any other occurrence that results in the primary system answering point becoming inoperable, or put out of order or otherwise made non-functional.

C. In any other situation where a request is made by the primary system answering point for backup assistance and which is consented to by UCETSB.

3. In consideration for the UCETSB being willing to undertake the responsibilities as primary backup answering point for ACETSB 9-1-1 System, ACETSB agrees as follows:

A. ACETSB agrees to pay all verifiable expenses for the purchase and installation and maintenance of all hardware, software, and other goods and products necessary, as determined mutually by UCETSB and ACETSB, in order to enable it to effectively serve as primary backup system answering point for the ACETSB 9-1-1 System. This shall include all radio associated expense to communicate from UCETSB to ACETSB.

B. ACETSB shall be responsible for and shall pay for the training of UCETSB communications personnel to sufficiently train them to operate and serve as 9-1-1 emergency dispatchers, as mutually agreed.

4. ACETSB shall provide UCETSB with a complete list of the emergency services in Alexander County, Illinois, which list shall include addresses, phone numbers and frequencies, and primary and alternate methods of communication. ACETSB shall secure participation agreements with emergency system participants within Alexander County and with those emergency services and agencies that are located outside of the County, but are adjacent thereto and might be dispatched in connection with a 9-1-1 call. ACETSB agrees to provide copies of the participation agreements to UCETSB.

5. In the event of an emergency that overloads or shuts down the ACETSB's primary system answering point, currently designated as the Pulaski County ETSB/Pulaski County Sheriff's Office, or other emergency which activates the UCETSB as primary backup system answering point, the, in that all parties agree that the PCETSB shall assign dispatchers from the Pulaski County Sheriff's Office to help alleviate the emergency demand for incoming calls, and to the extent that said dispatchers can be released without compromising the functioning of the primary answering point. It is further agreed and understood by and between all parties that the actual dispatchers for the PCETSB 9-1-1 System are the employees of the Pulaski County Sheriff's Office and PCETSB. As such, PCETSB's promise herein is contingent upon the consent and assignment of excess or surplus dispatchers to the Union County Sheriff's Office in the event of an emergency. ***This reaffirms the existing backup agreement by and between the UCETSB and the PCETSB dated 1998.

6. After each incident where UCETSB performs and participates as the primary backup for ACETSB's primary system for command and control of the 9-1-1 System, all parties agree to critique the incident to discuss lessons learned, to verify the need for the backup and to discuss any other subject matter parties wish to present that might or could lead to a betterment of the 9-1-1 Communication System and/or the working relationship between the parties herein.

7. UCETSB hereby acknowledges and agrees that should they ever be required to quit or otherwise terminate their services as the primary backup for the ACETSB 91-1- Communications System, a minimum of twelve (12) months written notice shall be given to the ACETSB Coordinator and PCETSB prior to said services being discontinued. Said notice shall be in writing and shall be served upon the above-named persons by certified mail, with return receipt requested.

8. ACETSB and UCETSB recognize the services agreed to under the terms of this agreement are dependent upon the UCETSB's ability to receive, process and send information via certain telephone/radio systems. If there should be any interruption or suspension of telephone/radio communications to, from or within the Union County Sheriff's Office/UCETSB facility servicing this agreement, the Union County Sheriff's Office/UCETSB shall assume no responsibility or liability for damage (s) or claim (s) resulting from any interruption or suspension period.

9. Under the provisions of the Emergency Telephone System Act (50 ILCS 750/0.01 d seq.) the Union County Sheriff's Office/UCETSB, its officers, agents or employees shall not be liable for any civil

damages as a result of any act or omission, except willful and wanton misconduct, in connection with the development, adopting, operating, providing emergency instructions, or implementing this agreement. This reliance is based upon UCETSB and/or ACETSB assurances that this service agreement is part of a plan or system required by said ACT.

10. Any and all governmental and public complaints regarding service under the terms of this agreement shall be directed to the ACETSB and UCETSB for review and resolution.

11. The UCETSB and ACETSB agree and understand that certain federal and Illinois statutory and administrative requirements may apply to this intergovernmental agreement. UCETSB and ACETSB agree that any and all applicable provisions relating to public contracts are intended to be and are hereby incorporated by reference. Each party will provide, upon written request by the other, written certification of compliance with any statutory and administrative requirement applicable to this agreement. Any certifications so issued by any party shall be deemed part of this agreement.

12. The parties to this agreement shall maintain, for a minimum of five years after the completion of this agreement, adequate books, records and supporting documents to verify the funds available for this agreement, the funds actually issued and/or received by each party, receipts and records concerning the uses and/or deposits of all disbursements passing in conjunction with this agreement. These documents shall be available for review and audit by the Auditor General. All parties agree to cooperate fully with any audit conducted by the Auditor General and provide full access to all relevant materials.

Intergovernmental Agreement between UCETSB and ACETSB made this day and year first above written at Jonesboro, Union County, Illinois

**EMERGENCY TELEPHONE SYSTEM
BOARD OF ALEXANDER COUNTY, IL**

**EMERGENCY TELEPHONE SYSTEM
BOARD OF UNION COUNTY, IL**

CHAIRMAN

CHAIRMAN

DATE: _____

DATE: _____