

**UNION COUNTY INTERGOVERNMENTAL**  
**AGREEMENT**

**BY and BETWEEN**

**THE UNION COUNTY EMERGENCY  
TELEPHONE SYSTEM**

**and**

**THE COUNTY OF UNION**

**and**

**THE UNION COUNTY SHERIFF**

AGREEMENT

THIS AGREEMENT, entered into on the date later ascribed hereto, by and between THE UNION COUNTY EMERGENCY TELEPHONE SYSTEM BOARD, (hereinafter referred to as "ETSB"), the COUNTY OF UNION, a unit of local government and body politic located in the State of Illinois, (hereinafter referred to as "COUNTY"), and the OFFICE OF THE UNION COUNTY SHERIFF, currently being held by Jim Nash, his successors and assigns, (hereinafter referred to as "SHERIFF").

THAT WHEREAS, the voters of Union County have previously passed a referendum concerning the establishment of a fully operational Emergency 9-1-1 system (hereafter "E9-1-1") in Union County, and;

WHEREAS, the parties previously entered into an Intergovernmental Agreement on October 18, 1995.

WHEREAS, the parties hereto desire to renegotiate the terms of the Intergovernmental Agreement and clarify the parties respective duties and obligations, and

WHEREAS, the parties desire to set forth the terms and conditions concerning the sharing of resources and responsibilities in establishing and operating said Emergency 9-1-1 system.

NOW THEREFORE, the Parties hereby agree and covenant as follows:

1. LOCATION – The primary E9-1-1 Public Safety Answering Point (hereafter "PSAP") shall continue to be located in the North one-half of the first floor of the Union County Sheriff's Department, located at 307 West Market, Jonesboro, Union County, Illinois.

2. SHARING OF PERSONNEL -- The parties hereto acknowledge and agree that existing Dispatchers employed in the Union County Sheriff's Department, shall, whenever properly trained and qualified, also be utilized as E9-1-1 Telecommunicators in the operation of the PSAP to be located at said Department (hereafter "Dispatchers/Telecommunicators").
3. ICC RULES and REGULATIONS -- All parties hereby agree that the E9-1-1 system shall be operated according to rules and regulations established by the Illinois Commerce Commission and/or statutes of the State of Illinois. The ETSB shall hire and maintain an E9-1-1 Coordinator, who shall be fully-knowledgeable of said laws, rules and regulations, and who shall advise and/or educate the Dispatchers/Telecommunicators and Sheriff of the same, on a regular basis. The Sheriff shall likewise make himself/herself available to be trained and educated in the laws, rules and regulations concerning the operation of the E9-1-1 system in his department and shall regularly communicate with the E9-1-1 coordinator.
4. OPERATIONS, CHAIN OF COMMAND & SECURITY -- The Sheriff or his designate, shall, at all times, be the final authority with respect to the scheduling of the training for the Dispatchers/Telecommunicators, but will insure that properly trained Dispatchers/Telecommunicators are available to answer and respond to 9-1-1 calls twenty-four (24) hours a day, seven days a week. The Sheriff shall take whatever security measures are necessary to provide protection for the E9-1-1 PSAP, including, but not limited to insuring the PSAP is not accessible at any time to the general public, to insure the PSAP's continual operation, without interference of any kind or nature.

5. STANDARD OPERATIONAL PROCEDURES – The E9-1-1 Coordinator and the ETSB, shall adopt Standard Operational Procedures (hereafter “SOP”) relating to the manners, methods, and protocols to be employed by the Dispatchers/Telecommunicators when handling E9-1-1 calls and dispatches, which shall be enforced by the Sheriff. The SOPs adopted and approved by the E9-1-1 Coordinator and ETSB shall be reduced to writing, updated and revised as necessary to reflect changes in the law, policies and/or procedures and will be made a portion of the Sheriff’s manual containing his office’s Standard Operating Procedures. The standard of conduct expected and required of all Dispatcher/Telecommunicators shall be as specified in said SOP manual. A copy of said E9-1-1 SOPs shall be present and available, at all times, to the E9-1-1 Dispatchers/Telecommunicators who are on duty.

6. E9-1-1 DISPATCHERS/TELECOMMUNICATORS TRAINING – The E9-1-1 Coordinator or his/her designate shall be responsible for insuring that all Dispatchers/Telecommunicators receive all necessary initial training and refresher courses, including, but not limited to CPR training, Emergency Medical Dispatch Priority, and Law Enforcement Dispatching. The Sheriff shall direct all Dispatchers/Telecommunicators to provide copies of their respective certifications to the E9-1-1 Coordinator or his/her designate so the ETSB can insure that all such certifications are current and can advise the Sheriff of when additional training or refresher courses are necessary. The E9-1-1 Coordinator shall forward to the Sheriff, information concerning all training classes, the dates they are being held, the location of the classes, the tuition costs of each person attending, those Dispatchers/Telecommunicators that need to participate in the training, and other pertinent information. In

connection with the Sheriff, the E9-1-1 Coordinator shall then schedule the approved training. The Sheriff will insure that all Dispatchers/Telecommunicators are fully-trained and certified, with current certification, prior to working unassisted in the E9-1-1 System.

It shall be the duty of the E9-1-1 Coordinator to ensure that all Dispatchers/Telecommunicators are fully-trained and certified, and he/she will inform the Sheriff of any additional training or certification requirements of employed personnel, on a timely-basis, with adequate time for the Sheriff to schedule the required training of his/her personnel. Upon notification, the Sheriff shall be responsible for insuring that any and all mandated training is received prior to the expiration of the certification. Should the Sheriff fail to do so, the E9-1-1 Coordinator shall arrange for said training to be received, so as to ensure the continued operation of the E9-1-1 system.

7. EMPLOYMENT OF DISPATCHERS/TELECOMMUNICATORS – The parties recognize and agree that satisfactory completion of all required Dispatcher/Telecommunicator training shall be completed in the field of CPR Training, Emergency Medical Dispatch Priority, and Law Enforcement Dispatching prior to employment with the Sheriff. The parties further agree to recommend that the Union County Merit Commission require preliminary testing utilizing the Public Safety Telecommunicator Examination, as recommended by the E9-1-1 Coordinator and the Sheriff, as well as a thorough background investigation of each prospective Dispatcher/Telecommunicator, prior to additional testing and subsequent approval by said Merit Commission.

8. E9-1-1 ADMINISTRATION/OFFICE SPACE – The County and the Sheriff shall continue to provide office space within the North half of the first floor of the County building located at 307 Wet Market, Jonesboro, Illinois, as necessary and agreed upon, to

house the E9-1-1 Coordinator, his/her staff, and all equipment necessary, as determined by the ETSB, to operate a fully-functional E9-1-1 system. Said office space and its contents shall be fully-insured by the County as to liability, fire, natural disaster, etc., as it commonly carried-by the County. Beginning with the 2004 fiscal year, the ETSB agrees to pay a monthly rental in the amount of one thousand dollars (\$1,000) to the County for the use of said office space. The County agrees to provide weekly cleaning services to said office space as usually provided to other office holders in the courthouse.

9. E9-1-1 COORDINATOR and STAFF – The parties hereby acknowledge and agree that the E9-1-1 Coordinator and his/her staff are employees of the Union County E9-1-1 System. Said E9-1-1 Coordinator shall answer to the ETSB and shall have direct supervisory authority over all of his/her staff. With the advice and consent of the ETSB, the Coordinator shall establish and maintain a work schedule for himself/herself and his/her staff which will guarantee the continual operation of the E9-1-1 system. In addition to other trained personnel, the E9-1-1 Coordinator and those staff members which he/she delegates shall be fully-trained and certified E9-1-1 telecommunicators. Said Coordinator and his/her staff shall make every good faith effort to work with the ETSB, the County and the Sheriff in ensuring the continual and uninterrupted operation of the Union County E9-1-1 System.

10. NATURAL or MAN-MADE DISASTERS -- It is hereby understood and agreed that in the event of any and all natural or man-made disasters, both the E9-1-1 Coordinator and his/her staff, as he/she directs, shall report to the PSAP and remain there until the emergency subsides, as directed by the E9-1-1 Coordinator.

In the event of a natural or man-made disruption which prevents regular E9-1-1 calls from being received at the PSAP, the Sheriff, with the input of the E9-1-1 Coordinator, shall be responsible for insuring that each affected Telephone Exchange 9-1-1 Call Box be manned by a fully-certified Dispatcher/Telecommunicator.

11. DAMAGE TO E9-1-1 EQUIPMENT -- Any and all provisions concerning damage to E9-1-1 equipment by County and/or E9-1-1 personnel shall be as covered in the Standard Operating Procedures Manual.

12. REPAIR and MAINTENANCE OF EQUIPMENT -- It is understood and agreed to by the parties that all equipment purchased with E9-1-1 funds shall be the property of the E9-1-1 System and the ETSB. No repairs or maintenance of said equipment shall be undertaken or performed by any personnel without the consent and authorization of the E9-1-1 Coordinator or his designate. All emergency repairs shall be as authorized by the E9-1-1 Coordinator or his designate. All emergency repair requests shall be immediately reported to the E9-1-1 Coordinator or his designate. In the event that the E9-1-1 Coordinator is or will be unavailable for a period in excess of eight (8) consecutive hours, he/she shall designate a member of his staff or the Sheriff to be "on call", with the authority to make arrangements for emergency repairs from an Emergency Repair List previously authorized and approved by the E9-1-1 Coordinator, contained within the Resource Manual.

13. ALLOCATION OF COSTS and EXPENSES -- E-9-1-1 SYSTEM --

A. ETSB COST and EXPENSES -- The parties hereby agree that the ETSB will provide, at its cost and expenses, for use by the Sheriff's Dispatchers/Telecommunicators, the following equipment:

1. All necessary E9-1-1 equipment, including, but not limited to, the following:
  - a. ANI (Automatic Number Identification);
  - b. ALI (Automatic Location Identification);
  - c. CAD (Computer Aided Dispatch) System);
  - d. Computerized County-Wide Digital Dispatch Display Map System;
  - e. Control Console Furniture;
  - f. Voice-recording Device (recording all incoming and outgoing E9-1-1 calls and E9-1-1 radio communications);
  - g. Digital Communication Equipment, as necessary to ensure optimum 9-1-1 operation;
  - h. Emergency Generator with battery backup; and,
  - i. Compatible Telephone System to make 9-1-1 functional;
2. Installation of all of the above-stated equipment:
3. All costs and expenses of maintaining the equipment supplied by E9-1-1:
4. Any and all tuition costs in training all Dispatchers/Telecommunicators, as required by the ICC and state rules and regulations:
5. Any and all costs and expenses for lodging and/or meals during the training of Telecommunicators/Dispatchers, including salaries and mileage, if directly attributable to E9-1-1 duties: and,



6. Beginning with the 2004 fiscal year, an annual payment to the County in the sum of \$80,000 for reimbursement of the Dispatchers/Telecommunicators' salary and expenses attributable to E9-1-1 services, to be paid in monthly installments of \$6,666.67.

B. UNION COUNTY and SHERRIFF COSTS and EXPENSES --

1. Any and all utility expenses, including but not limited to electric, gas, water, and sewer, necessary to support the E9-1-1 PSAP and ETSB office space;

2. Any and all necessary maintenance for the County building occupied by the Sheriff's Department and the ETSB and PSAP, located at 307 West Market in Jonesboro, Union County, Illinois:

3. As required or necessary, any additional telephones, telephone equipment, or telephone lines utilized solely or jointly with the E9-1-1 system for the operation of the Union County Sheriff's Department;

4. Costs associated with the provision of liability, errors and omissions, property, etc. insurance to the ETSB, its equipment, automobiles, and personnel with the same coverage limits provided to other County departments; and,

5. Maintenance and replacement of the road signs utilized in designating the county roads.

14. FUNDS RECEIVED BY COUNTY FOR E9-1-1 -- The County and the Sheriff hereby acknowledge and agree that any and all direct payments received from the ETSB

pursuant to Section 13a(6) shall be deposited in the Union County General Fund and included as a line item in the Sheriff's budget hereinafter adopted.

15. CONTRACT TERM-The term of this contract shall be two (2) years and will be subject to renegotiation by and between the parties, beginning on October 1, 2005, being two (2) months before the beginning of the County's fiscal year, which begins on December 1. In the event either party wishes to renegotiate the terms of this contract after the second year, the respective party shall provide the other written notification of its intent to renegotiate with a summary of the terms it desires to change, modify or add, by October 1 of that year. In the event no written notice is promulgated by the respective parties by October 1 of the subject year, this contract shall continue in force on a year to year basis.

16. CHANGE IN ETSB SURCHARGE - The payment terms referenced in paragraphs 8 and 13(A)(6) will be subject to renegotiation in the event the per line surcharge for mobile and/or land lines, either increase or decrease. In the event the surcharge is changed, any negotiated changes will become effective as of the date the reduced or increased surcharge becomes effective.

17. TERMINATION OF OPERATION - The parties acknowledge and agree that should said E9-1-1 System cease to operate, for any reason, any and all additional personnel, hired solely by the Sheriff for the operation of this system, may be laid-off and/or terminated, and any and all expenses and costs associated with the termination or closure of said system shall be the full responsibility of the ETSB. In addition, any and all improvements in said County building, including fixtures and permanent attachments, currently occupied by the Sheriff's Department, located at 307 West Market, Jonesboro,

Illinois, shall remain the property of the County of Union, without reimbursement to the  
ETSB.

ENTERED this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

UNION COUNTY ETSB

UNION COUNTY SHERIFF

BY: \_\_\_\_\_  
BILL BOWEN, Chairman

BY: \_\_\_\_\_  
JIM NASH

COUNTY OF UNION

BY: *Jack Eddleman*  
JACK EDDLEMAN, Chairman

ATTEST

BY: *Bobby Toler Jr.*  
BOBBY TOLER, JR., Clerk

(SEAL)