

**ADDITIONAL SUPPORTING
DOCUMENTS
SALINE COUNTY 911**

**BOARD MINUTES/AGENDA
AUTHORIZING NEXT GENERATION
SALINE COUNTY**

APPENDIX 1

**Saline County E-911
Board Meeting Agenda
April 14, 2009
4 p.m.
Harrisburg Library**

Call Meeting To Order

Roll Call

Approve Minutes

Approve Bills

Recognize Visitors

Old Business:

- EMS
- Address Ordinance
- Voice Recorder
- D & O Insurance

New Business:

- T/C Week
- CSI 9-1-1 Intergovernmental Agreement
- Director's Update
- Assistant Director's Update

Adjourn

**Saline County E-911
Board Meeting Minutes
April 14, 2009**

Meeting called to order at 4 p.m. at the Harrisburg Library by Chairman Kenny Ryder.

Roll Call: Members present: Kerry Jones, Jeff Griffin, Joanna Lane, Kenny Ryder, and John Williamson. Members absent: Curt Hustedde and Benji Reeves.

Motion by Kerry Jones, second by Jeff Griffin to approve the minutes of both the February 2009 and March 2009 Minutes. Motion approved by acclamation.

Motion by Jeff Griffin, second by Joanna Lane to approve the following bills:

| | |
|--------------------------------|-------------|
| Hamilton County | \$240.72 |
| Todd Fort | \$500.00 |
| County Agreement (May 09) | \$13,500.00 |
| Tracy Felty (Mileage) | \$77.68 |
| Verizon | \$5462.61 |
| Southeastern Illinois Electric | \$42.57 |
| IL-APCO | \$500.00 |
| SET | \$751.20 |
| NAEMD | \$25.00 |

Roll call vote: Kerry Jones, yes; Jeff Griffin, yes; JoAnna Lane, yes; Kenny Ryder, yes; and John Williamson, yes. Motion approved.

No Visitors:

Old Business:

- EMS

- Med-Force EMS may be requesting to down grade to BLS in Eldorado, while keeping their Harrisburg base ALS. Resource Hospital will keep us updated.

- Voice Recorder

- Motion by John Williamson, second by Kerry Jones to purchase a voice recorder from Nelson Systems. The total price will be \$14,200. There is a deduction of \$5890.34, from the original price for work performed in the last year.

Roll call vote: Kerry Jones, yes; Jeff Griffin, yes; Joanna Lane, yes; Kenny Ryder, yes; and John Williamson, yes. Motion approved.

- 911 Address Ordinance

- The Saline County Board referred the Address Ordinance amendments back to the 911 Board requesting the 911 Board to set a reasonable fee.

Motion by John Williamson, second by Kerry Jones to set a \$50 fee per address.

Roll call vote: Kerry Jones, yes; Jeff Griffin, yes; Joanna Lane, yes; Kenny Ryder, yes; and John Williamson, yes. Motion approved.

- D&O Address

- Motion by Joanna Lane, second by John Williamson to approve payment of the D&O quote by State Farm Insurance. The cost is \$1122. Roll call vote: Kerry Jones, yes; Jeff Griffin, yes; Joanna Lane, yes; Kenny Ryder, yes; and John Williamson, yes. Motion approved.

New Business:

- CSI911

Motion by Kerry Jones, second by Jeff Griffin to enter into an Intergovernmental Agreement with CSI-911 for next generation equipment.

Roll call vote: Kerry Jones, yes; Jeff Griffin, yes; Joanna Lane, yes; Kenny Ryder, yes; and John Williamson, yes. Motion approved.

- T/C Week

Director Felty updated the board on the T/C Week activities. The Daily Register is doing both a story and a supplement to the newspaper.

- Director's Update

- Director Felty gave an update of the 911 Goes To Washington as well as the Honor's Gala at Union Station. Director Felty received an award from the E-911 Institute. The award was the Government Leader Award and Director Felty was nominated by Congressman Shimkus.

- Director Felty attended the Indiana NENA Conference in Indianapolis.

- Director Felty will be attending the 911 Goes To Springfield and will attempt to meet with Governor Quinn.

- Held our annual Mine Training at Black Beauty Coal.

- Announced dispatch training on April 20th at SIC. Illinois APCO will be teaching the class on dispatcher resources.

- Director Felty told the board of the CSI Project and that Congressman Costello had announced a \$600,000 grant towards the project.

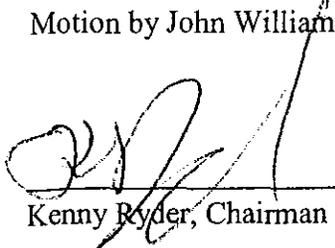
- Director Felty applied for a \$30,000 sign grant.

- Assistant Director's Update

- Assistant Director Fort has filled in while Director Felty was gone.

- Involved with the EMS Issues.

Motion by John Williamson, second by Joanna Lane to adjourn. Meeting adjourned at 5:15 p.m.


Kenny Ryder, Chairman

05/12/09
May 12, 2009

**INTERGOVERNMENTAL AGREEMENT
WITH CSI AND NEXT GENERATION EQUIPMENT
SALINE COUNTY**

APPENDIX 2

**INTERGOVERNMENTAL AGREEMENT FOR USE OF
NEXT GENERATION 9-1-1 EQUIPMENT**

This AGREEMENT is made and entered into by and between the following emergency telephone system boards and municipality:

Alexander County, Illinois Emergency Telephone System Board
City of Marion, Illinois
Clay County, Illinois Emergency Telephone System Board
Franklin County, Illinois Emergency Telephone System Board
Gallatin County, Illinois Emergency Telephone System Board (Dispatched by Saline County)
Jackson County, Illinois Emergency Telephone System Board
Jefferson County, Illinois Emergency Telephone System Board
Johnson County, Illinois Emergency Telephone System Board
Massac County, Illinois Emergency Telephone System Board
Perry County, Illinois Emergency Telephone System Board
Pulaski County, Illinois Emergency Telephone System Board
Randolph County, Illinois Emergency Telephone System Board
Richland County, Illinois Emergency Telephone System Board
Saline County, Illinois Emergency Telephone System Board
Union County, Illinois Emergency Telephone System Board
Wabash County, Illinois Emergency Telephone System Board
White County, Illinois Emergency Telephone System Board
Williamson County, Illinois Emergency Telephone System Board

hereinafter collectively referred to as the “Participating 9-1-1 Programs,” for the purpose of jointly purchasing appropriate next generation 9-1-1 emergency equipment, services, and using said equipment together to provide emergency telephone services within their respective service areas.

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, 5 ILCS 220/1 (West 2006) *et seq.* entitled the “Intergovernmental Cooperation Act”, provides that any power or powers, privileges or authority exercised or which may be exercised by a public agency of this State may be exercised and enjoyed jointly with any other public agency of the State; and

WHEREAS, the State of Illinois has enacted into law the “Emergency Telephone System Act” at 50 ILCS 750/01 (West 2006) *et seq.*; and

WHEREAS, each of the Participating 9-1-1 Programs has previously established a 9-1-1 emergency telephone system in their respective areas of operation pursuant to law; and

WHEREAS, the Participating 9-1-1 Programs have each determined that the technology necessary to operate a 9-1-1 emergency telephone system is rapidly advancing and changing; and

WHEREAS, the technology available now is capable of serving multiple jurisdictions and agencies and can be purchased at a lower cost by joint purchase and operation; and

WHEREAS, each of the Participating 9-1-1 Programs has determined it is in the best interests of their respective programs and the citizens they serve, to join together with each other to purchase appropriate next generation 9-1-1 equipment, services, and use said equipment together; and

WHEREAS, each of the Participating 9-1-1 Programs have authorized and directed the execution of this AGREEMENT;

NOW THEREFORE, in consideration of the mutual agreements, promises, and covenants set forth herein and the above and foregoing recitals which are made part of this agreement, the parties agree as follows:

1. ASSOCIATION. The Participating 9-1-1 Programs do hereby establish a cooperative venture for the purchase of next generation 9-1-1 equipment, services, and the joint use and operation of the jointly purchased equipment. The association shall be known as Counties of Southern Illinois (hereinafter CSI) which shall consist of the Participating 9-1-1 Programs and any other 9-1-1 emergency telephone systems which may hereinafter become participating 9-1-1 programs.

2. NEXT GENERATION 9-1-1. The term "next generation 9-1-1" shall mean for purposes of this Agreement the same definition contained in the Master Glossary of 9-1-1 Terminology of the National Emergency Number Association being:

Next Generation 9-1-1 is the next evolutionary step in the development of the 9-1-1 emergency communications systems known as E9-1-1 since the 1970s. Next Generation 9-1-1 is a system comprised of managed IP-based networks and elements that augment present-day E9-1-1 features and functions and add new capabilities. Next Generation 9-1-1 will eventually replace the present E9-1-1 system. Next Generation 9-1-1 is designed to provide access to emergency services from all sources, and to provide multimedia data capabilities for PSAPs and other emergency service organizations.

3. BY-LAWS. CSI shall be subject to and shall be governed by the attached By-Laws which are marked as Exhibit A and made a part hereof together with any amendments which may be made to the said By-Laws in the manner therein set forth.

4. PARTICIPATION. Each Participating 9-1-1 Program and any future participating programs are to actively participate and share equally in the assets and equipment of CSI. This includes equally sharing any grant monies received to purchase, maintain, and operate any next generation 9-1-1 equipment.

5. LACK OF ACTIVE PARTICIPATION. Any Participating 9-1-1 Program that does not actively share in the work and responsibilities of CSI shall not benefit from the assets of CSI.

6. POWERS AND LIMITATIONS. It is intended by this Agreement that CSI be an association charged by the Participating 9-1-1 Programs with the task of securing funding to jointly purchase appropriate next generation 9-1-1 equipment, services, and use said equipment for the benefit of all of the 9-1-1 emergency service programs of the Participating 9-1-1 Programs. As such, each Participating 9-1-1 Program (the parties to this Agreement) do not relinquish any of their powers, duties, responsibilities or operation of their respective 9-1-1 programs to CSI. CSI shall have the authority to purchase equipment and services, to seek funds to do so, and shall account to the Participating 9-1-1 Programs for all funds received and spent as well as to any entity providing funding. CSI has the power to incur reasonable expenses to facilitate the intended purpose of this Agreement, but cannot and shall not ever bind or incur liability for any of the Participating 9-1-1 Programs without the express written permission of such Program or Programs.

7. ACQUISITION AND OWNERSHIP OF EQUIPMENT. Any acquisition of equipment or services by CSI is to facilitate this Agreement. Actual ownership of equipment is by all of the Participating 9-1-1 Programs (the parties hereto) in equal shares.

8. TERMINATION. Any Participating 9-1-1 Program may withdraw from this Agreement and cease to be a part of the association, CSI, by mailing written notice of its intention to withdraw to all parties to this Agreement. A withdrawing participant or party hereto and a removed participant is not entitled to any of the assets acquired by CSI and will expressly forfeit its undivided share of assets of the 9-1-1 program.

9. ASSIGNMENT. This agreement may not be assigned by any party.

10. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This agreement supersedes any prior written or oral agreements between the parties.

11. AMENDMENT. This Agreement may not be modified or amended unless the amendment is made in writing and is signed by all parties.

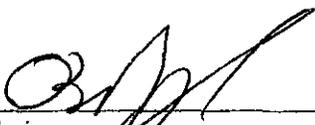
12. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provisions of this agreement is invalid or unenforceable, but that by limiting such provision it becomes valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

13. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

14. LAW OF ILLINOIS. This agreement shall be governed in all respects by the laws of the State of Illinois.

IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be executed on the dates so indication.

SALINE COUNTY, ILLINOIS EMERGENCY TELEPHONE SYSTEM BOARD

By: 
Chairperson

Date: 4-14-2009

**BY-LAWS OF CSI
SALINE COUNTY**

APPENDIX 3

BY-LAWS
OF
COUNTIES OF SOUTHERN ILLINOIS

ARTICLE I

DECLARATION AND PURPOSE

The Participating 9-1-1 Programs have organized as a consortium and committee by the 9-1-1 Coordinators and Directors in southern Illinois to plan for a public safety broadband network that would allow the creation of a regional Next Generation capable 9-1-1 system. The 17 Emergency Telephone System Boards and one municipality have come together through the execution of an intergovernmental agreement to formally pursue a regional Next Generation 9-1-1 system. The consortium shall be known as the Counties of Southern Illinois hereinafter referred to as CSI.

ARTICLE II

POWERS

The powers and duties of CSI have been established in the intergovernmental agreement titled "Intergovernmental Agreement for Use of Next Generation 9-1-1 Equipment" signed by the Participating 9-1-1 Programs.

ARTICLE III

CSI COMMITTEE

SECTION 1. Membership. CSI membership shall consist of the 17 individual emergency telephone system board coordinators or directors and the one municipality representative as collectively referred to in the Intergovernmental Agreement as Participating 9-1-1 Programs. The group shall meet as a committee.

SECTION 2. Office. The regular business office and mailing address for CSI shall be as designated by the CSI Committee from time to time as necessary, by resolution of the Committee.

SECTION 3. Regular Meetings. CSI shall conduct regular meetings on the third Wednesday of each month alternating between meeting at the Williamson County and Jackson County 9-1-1 offices. Meetings shall begin at 9 a.m. Meeting times and locations may be changed by a majority vote of CSI.

SECTION 4. Special Meetings. Special meetings of CSI may be called with advance notice to the entire membership of at least 36 hours, by a majority of the CSI members agreeing to the special meeting.

SECTION 5. Notice. Notice of regular meetings shall be considered given based upon these by-laws. Notice of special meetings or changes to meeting times for regular meetings shall be given to all members by mail or email or fax in writing.

SECTION 6. Quorum. Ten members shall constitute a quorum for the transaction of business at any regular or special meeting of CSI.

SECTION 7. Proxies. There shall be no use of proxies in any voting of matters before CSI. Members unable to attend a meeting having to do with the business of CSI may send a representative, but said representative may not vote on behalf of the member.

SECTION 8. Manner of Acting. The act of a majority of the CSI members present at a meeting at which a quorum is present shall be the act of CSI, unless the act of a greater number is required in these by-laws.

SECTION 9 Conduct of Meetings. CSI shall determine who chairs its meetings.

ARTICLE IV

OFFICERS

SECTION 1. Officers. The officers of CSI shall be a chairman, project manager, treasurer, and a secretary. Officers whose authority and duties are prescribed in these by-laws shall have the authority and perform the duties prescribed, from time to time, by CSI.

SECTION 2. Election and Term of Office. The officers of CSI shall be elected annually by the membership at the regular meeting in January or as soon as is possible after formation of CSI. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Vacancies may be filled or new offices created and filled at any meeting of CSI. Each officer shall hold office until his or her successor shall have been duly elected and shall have qualified or until his or her death or until he or she shall resign or shall have been removed in the manner hereinafter provided.

SECTION 4. Chairman. The chairman shall be the principal executive officer of CSI. Subject to the direction and control of the membership, he or she shall be in charge of the business and affairs of CSI; he or she shall see that the resolutions and directives of CSI are carried into effect except in those instances in which that responsibility is assigned to some other person by the committee; and, in general, he or she shall discharge all duties as may be prescribed by the committee. He or she may execute for CSI any documents, or other instruments which CSI has authorized to be executed.

SECTION 5. Project Manager. The project manager shall assist the chairman in the discharge of his or her duties as the chairman may direct and shall perform

such other duties as from time to time may be assigned to him or her by the chairman or CSI including being in charge of all sub-committees of CSI, developing the agenda and assuring that sub-committees are making progress with their assigned tasks. In the absence of the chairman or in the event of his or her inability or refusal to act, the project manager shall perform the duties of the chairman and, when so acting, shall have all the powers of and be subject to all the restrictions upon the chairman.

SECTION 6. Treasurer. The treasurer shall be the principal accounting and financial officer of CSI. He or she shall (a) have charge of and be responsible for the maintenance of adequate books of account for CSI; (b) see to it that CSI properly spends its funds; and (c) perform all the duties incident to the office of treasurer and such other duties as from time to time may be assigned to him or her by the chairman or by the CSI committee. If required by the committee, the treasurer shall give a bond for the faithful discharge of his or her duties in such sum and with such surety or sureties as the committee shall determine.

SECTION 7. Secretary. The secretary shall see to it that (a) minutes of the meetings of the members are taken; (b) see that all notices are duly given in accordance with the provisions of these by-laws or as required by law; (c) be a custodian of the records; (d) keep a register of the post office address of each member which shall be furnished to the secretary by such member; and (e) perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to him or her by the chairman or by the committee.

ARTICLE V

FISCAL YEAR

The fiscal year of CSI shall be fixed by resolution of the committee.

ARTICLE VI

COMPENSATION AND EXPENSES

SECTION 1. Compensation. No compensations shall be paid to any of the members of CSI.

SECTION 2. Expenses. The CSI members may be reimbursed for their actual and necessary expenses associated with the business and duties of CSI.

ARTICLE VII

SUB-COMMITTEES

CSI may create any sub-committees of its membership to accomplish its

tasks.

**ARTICLE VIII
AMENDMENTS**

The power to alter, amend, or repeal the by-laws shall be by simple majority vote.

**ARTICLE IX
PROCEDURE**

All meetings shall operate procedurally by use of Robert's Rules of Order, Revised in its most recent edition.

**ARTICLE X
REMOVAL OF MEMBERS**

All members are assigned duties relating to the planning and tasks of CSI. Failure to perform assigned tasks on a repeated basis and failure to attend three consecutive meetings is grounds for removal from the CSI committee by a vote of two-thirds of the membership.

EFFECTIVE DATE

These by-laws shall become effective immediately upon adoption by CSI.

**CSI
ARTICLES OF INCORPORATION
&
501(C)3 DETERMINATION
SALINE COUNTY**

APPENDIX 4

ARTICLES OF INCORPORATION

MISCELLANEOUS RECORD 328 PAGE 913

ARTICLES OF INCORPORATION
General Not For Profit Corporation Act

Jesse White, Secretary of State
Department of Business Services
501 S. Second St., Rm. 350
Springfield, IL 62756
217-782-9522
www.cyberdriveillinois.com

(STATE OF ILLINOIS) SS. 891
(ILLINOIS COUNTY) }
This instrument of writing was filed for record
this 26 day of Jan 2011
at 10:30 o'clock a M., and Recorded
in MC Record 328 Page 913

[Signature]
Secretary of State

Remit payment in the form of a cashier's check, certified check, money order or Illinois attorney's or C.P.A.'s check payable to Secretary of State.

Filed: 12/11/2009 Jesse White Secretary of State

File # 6703-6344 Filing Fee: \$50 Approved: SR

----- Submit in duplicate ----- Type or Print clearly in black ink ----- Do not write above this line -----

Article 1.

Corporate Name: CSI-Counties of Southern Illinois



Article 2.

Name and Address of Registered Agent and Registered Office in Illinois:

Registered Agent: Patrick J Lustig
First Name Middle Name Last Name
Registered Office: 300 N. Park Ave.
Herrin IL 62948 Williamson
Number City State ZIP Code Suite # (P.O. Box alone is unacceptable) County

Article 3.

The first Board of Directors shall be four in number, their Names and Addresses being as follows
Not less than three

| Director Name | Street Address | City | State | Zip Code |
|-------------------|---------------------|------------|-------|----------|
| Patrick J. Lustig | 303 N. Robinson Cir | Carbondale | IL | 62901 |
| Kenneth Smith | 300 N. Park Ave. | Herrin | IL | 62948 |
| Jana Fear | 307 W. Market St. | Jonesboro | IL | 62952 |
| Tracy Felty | 1 N. Main St. | Harrisburg | IL | 62946 |

Article 4.

Purpose(s) for which the Corporation is organized: 050
CIVIC

The Participating 9-1-1 Programs have organized as a consortium and committee by the 9-1-1 Coordinators and Directors in Southern Illinois to plan for a public safety broadband network that would allow the creation of a regional Next Generation capable 9-1-1 system. The 17 Emergency Telephone System Boards and one municipality have come together through the execution of an intergovernmental agreement to formally pursue a regional Next Generation 9-1-1 system. The consortium shall be known as the Counties of Southern Illinois hereinafter referred to as CSI.

(continued on back)

ARTICLES OF INCORPORATION

Is this Corporation a Condominium Association as established under the Condominium Property Act? (check one)
 Yes No

Is this Corporation a Cooperative Housing Corporation as defined in Section 216 of the Internal Revenue Code of 1954? (check one)
 Yes No

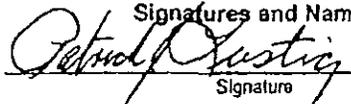
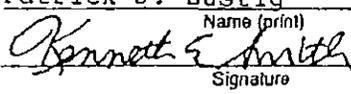
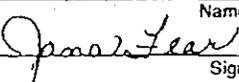
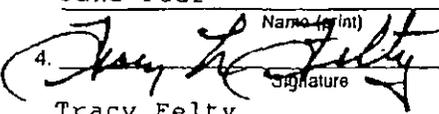
Is this Corporation a Homeowner's Association, which administers a common-interest community as defined in subsection (c) of Section 9-102 of the code of Civil Procedure? (check one)
 Yes No

Article 5.
Other provisions (For more space, attach additional sheets of this size.):

Article 6. Names & Addresses of Incorporators

The undersigned incorporator(s) hereby declare(s), under penalties of perjury, that the statements made in the foregoing Articles of Incorporation are true.

Dated November 19, 2009
Month & Day Year

| Signatures and Names | Post Office Address |
|--|--|
| 1. <u></u> Signature <u>Patrick J. Lustig</u> Name (print) | 1. <u>303 N. Robinson Cir</u> Street <u>Carbondale, IL 62901</u> City, State, ZIP |
| 2. <u></u> Signature <u>Kenneth Smith</u> Name (print) | 2. <u>300 N. Park Ave.</u> Street <u>Herrin, IL 62948</u> City, State, ZIP |
| 3. <u></u> Signature <u>Jana Fear</u> Name (print) | 3. <u>307 W. Market St</u> Street <u>Jonesboro, IL 62952</u> City, State, ZIP |
| 4. <u></u> Signature <u>Tracy Felty</u> Name (print) | 4. <u>1 N. Main St.</u> Street <u>Harrisburg, IL 62946</u> City, State, ZIP |
| 5. _____ Signature Name (print) | 5. _____ Street City, State, ZIP |

Signatures must be in BLACK INK on the original document.
Carbon copies, photocopies or rubber stamped signatures may only be used on the duplicate copy.

- If a corporation acts as incorporator, the name of the corporation and the state of incorporation shall be shown and the execution shall be by a duly authorized corporate officer. Please print name and title beneath the officer's signature.
- The registered agent cannot be the corporation itself.
- The registered agent may be an individual, resident in Illinois, or a domestic or foreign corporation, authorized to act as a registered agent.
- The registered office may be, but need not be, the same as its principal office.
- A corporation that is to function as a club, as defined in Section 1-3.24 of the "Liquor Control Act" of 1934, must insert in its purpose clause a statement that it will comply with the State and local laws and ordinances relating to alcoholic liquors.

**RULINGS &
AGREEMENTS**

VICE

DEPARTMENT OF THE TREASURY

Date: **SEP 03 2010**

CSI-COUNTIES OF SOUTHERN ILLINOIS
C/O PATRICK J LUSTIG
100 N PARK AVE
HERRIN, IL 62948-3199

Employer Identification Number:

27-2228928

DLN:

300236067

Contact Person:

DENNIS C GRUESER

ID# 17178

Contact Telephone Number:

(877) 829-5500

Accounting Period Ending:

December 31

Public Charity Status:

170(b)(1)(A)(vi)

Form 990 Required: .. .

Yes

Effective Date of Exemption:

December 11, 2009

Contribution Deductibility:

Yes

Addendum Applies:

No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

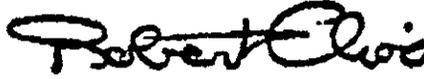
Letter 947 (DO/CG)

**RULINGS &
AGREEMENTS**

IN ILLINOIS

-2-

Sincerely,



Robert Choi
Director, Exempt Organizations
Rulings and Agreements

Enclosure: Publication 4221-PC

Letter 947 (DO/CG)

**INTERGOVERNMENTAL AGREEMENT
911 BACK UP SERVICES
SALINE COUNTY**

APPENDIX 5

INTERGOVERNMENTAL AGREEMENT
FOR
911 BACK-UP SERVICE

The undersigned, the EMERGENCY TELEPHONE SYSTEM BOARD OF JOHNSON COUNTY, ILLINOIS (hereafter referred to as "Johnson") and the EMERGENCY TELEPHONE SYSTEM BOARD OF SALINE COUNTY, ILLINOIS (hereafter referred to as "Saline").

Power and Authority. Johnson will operate an Emergency 911 System and will provide 911 back-up service to Saline during which time the Saline County 911 system services as the public safety answering point for Saline. Johnson will coordinate with Saline the manner in which the services are rendered to Saline.

Saline will provide Johnson with all the complete addressing and database information as required by the Illinois Commerce Commission (ICC) to begin back-up services.

Saline will pay all expenses incurred in order for Johnson to be able to begin 911 back-up services for Saline.

This Agreement shall become effective on the date hereof, and, the service detailed herein shall commence on October 1, 2002 and shall continue for a 12 month period of time, through September 30, 2003, although this Agreement may be modified at any time, if mutually agreed to by Johnson and Saline.

This Agreement shall renew automatically from year to year unless and until notice of termination is given as hereinafter provided.

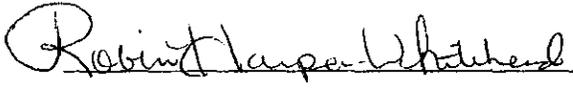
If either Johnson or Saline wish to terminate this Agreement, the terms of notification shall be as follows: The respective party wishing to terminate this Agreement shall notify the other party of such, in writing, to be delivered by registered mail, not less than six (6) months prior to the expiration date of this Agreement. Such registered mail shall be addressed and sent to the respective Johnson or Saline E911 Board, at any address to be provided by the parties, in writing, to each other (Johnson and Saline), upon the signing of this Agreement. Any change in address shall be immediately reported, in writing, to the respective party.

IN WITNESS WHEREOF, this Agreement has been duly executed by the Johnson County E.T.S.B. and the chairman of the Johnson E.T.S.B., and by the Saline E.T.S.B. and the Chairman of the Saline E.T.S.B., this 14 day of January, 2002.



Chairman, Johnson County E.T.S.B.

ATTEST:

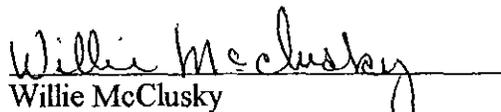


Johnson County Clerk



Kerry Jones
Chairman, Saline County E.T.S.B.

ATTEST:



Willie McClusky
Saline County Clerk

INTERGOVERNMENTAL AGREEMENT
FOR 911 BACK-UP SERVICES

This **AGREEMENT** is made and entered into by and between the Jackson County Emergency Telephone System Board, 303 N. Robinson Circle, Carbondale Illinois 62901 hereinafter referred to as "JCETSB", and the Saline County Emergency Telephone System Board, 1 North Main Street, Harrisburg, IL 62946, hereinafter referred to as "SCETSB."

WHEREAS, the State of Illinois has enacted into law the "Emergency Telephone System Act" at 50 ILCS 750/0.01 et seq.; and

WHEREAS, the County of Jackson has enacted into law various ordinances establishing a 911 emergency telephone system and an Emergency Telephone System Board known as the Jackson County Emergency Telephone System Board; and

WHEREAS, the County of Saline has enacted into law various ordinances establishing a 911 emergency telephone system and an Emergency Telephone System Board known as the Saline County Emergency Telephone System Board; and

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, 5 ILCS 220/1 (West 2012) *et seq.* entitled the "Intergovernmental Cooperation Act", provides that any power or powers, privileges or authority exercised or which may be exercised by a public agency of this State may be exercised and enjoyed jointly with any other public agency of the State; and

WHEREAS, the JCETSB and SCETSB have authorized and directed the execution of this **AGREEMENT**;

NOW, THEREFORE, in consideration of the mutual agreements, promises and covenants set forth herein and the above and foregoing recitals which are made part of this agreement, the parties agree as follows:

1. **BACK-UP.** The JCETSB in the operation of its 911 system will provide 911 call back-up services to SCETSB should such back-up be necessary, for calls coming into the SCETSB public service answering point.

2. **DATA-ADDRESSING.** The SCETSB shall provide to the JCETSB any and all addressing and database information required by state statutes and administrative code regulations as is necessary to properly handle emergency calls on a back-up basis.

3. **EXPENSES.** The SCETSB shall pay to the JCETSB all expenses incurred to establish the back-up services that the parties will establish to carry out the intent and

purpose of this agreement.

4. **TERM.** This Agreement shall be for an initial term of 12 months from the last date signed by the parties below. The Agreement shall automatically renew for an additional 12 months thereafter and continuing for additional periods of 12 months unless terminated as indicated below.

5. **TERMINATION.** Should either party wish to terminate this Agreement the party so desiring to terminate shall notify the other party by certified U.S. Mail return receipt requested and in addition e-mail, sent to the parties address as listed in the first paragraph of this Agreement. The termination shall not be effective for 6 months after the receipt of the U.S. Mail notice unless mutually agreed to be sooner by the parties.

6. **SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provisions of this agreement is invalid or unenforceable, but that by limiting such provision it becomes valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

7. **WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

8. **LAW OF ILLINOIS.** This agreement shall be governed in all respects by the laws of the State of Illinois.

IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be executed on the dates so indicated.

JACKSON COUNTY EMERGENCY
TELEPHONE SYSTEM BOARD

By: 
Chairman

Date: 5/19/2014


Director JCE/TSB

Date: 5/19/2014

SALINE COUNTY EMERGENCY
TELEPHONE SYSTEM BOARD

By: 
Chairman

Date: 6-2-14


Director SCETSB

Date: 6-2-14