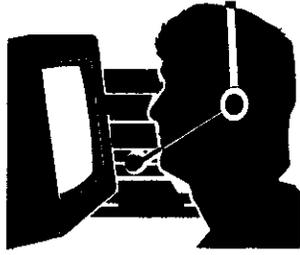


911



**Pulaski County Emergency Telephone Systems  
Board**  
500 Illinois Ave., Bldg. B  
Mound City, Illinois 62963  
E-mail: [pulaski911@gmail.com](mailto:pulaski911@gmail.com)  
Phone (618) 748-9890

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
PULASKI COUNTY, PULASKI COUNTY SHERIFF'S  
DEPARTMENT  
AND ALEXANDER COUNTY 911  
(minutes approving agreement attached)**

**EXHIBIT 13**

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE  
PULASKI COUNTY EMERGENCY TELEPHONE SYSTEM BOARD  
and the  
ALEXANDER COUNTY EMERGENCY TELEPHONE SYSTEM BOARD  
and the  
COUNTY OF PULASKI  
and the  
PULASKI COUNTY SHERIFF'S DEPARTMENT**

**THIS INTERGOVERNMENTAL AGREEMENT is entered into between the PULASKI COUNTY EMERGENCY TELEPHONE SYSTEM BOARD (hereinafter referred to as "PCETSB"), the ALEXANDER COUNTY EMERGENCY TELEPHONE SYSTEM BOARD (hereinafter referred to as "ACETSB") requesting PCETSB services, namely: emergency call taking and dispatching, the COUNTY OF PULASKI (hereinafter referred to as "COUNTY") and the OFFICE OF THE PULASKI COUNTY SHERIFF, currently being held by Randy Kern, his successors and assigns, (hereinafter referred to as ( " PCSO").**

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**AUTHORITY:**

**This agreement is entered into by the parties pursuant to the provisions of the Civil Administrative Code of Illinois (20ILCS2605/55a et seq.) Article 7, Section 10 of the Illinois Constitution, and the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) Under said authority, local government agencies may request and PCETSB, COUNTY, and PCSO may provide certain services for which PCETSB and COUNTY may charge, collect and receive for deposit in the PCETSB fund and COUNTY general fund.**

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

**WHEREAS, the parties hereto desire to negotiate the terms of an Intergovernmental Agreement and clarify the respective duties and obligations of all parties involved, and**

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

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

**TERMS:**

**This agreement shall be consistent with the PCETSB, ACETSB, COUNTY and PCSO fiscal year. Fiscal account shall occur on December 1<sup>st</sup> of each year the contract is in place.**

## PARTICIPATION

- 1. Location:** The primary E 9-1-1 Public Safety Answering Point (hereinafter referred to as "PSAP") for Alexander County will be located at: Pulaski County Courthouse, 500 Illinois Ave., Room A, Mound City, IL. 62963
- 2. Enforcement:** The parties hereto may, in law or in equity, by suit, action mandamus, or any other proceeding including without limitation, specific performance, enforce or compel the performance of this Agreement; provided, however, that ACETSB agrees that it shall not seek, and does not under any circumstances have the right to seek, to recover any judgment for monetary damages against PCETSB, COUNTY, PCSO or any PCETSB, COUNTY and PCSO elected or appointed officials, agents, representatives. Attorneys, or employees on account of the negotiation, execution, performance, or breach of any of the terms or conditions of this agreement, except only against PCETSB, COUNTY and PCSO in the event of a willful and malicious failure and refusal by PCETSB, COUNTY and PCSO to provide Call Taking/ Dispatch/Relay Services in accordance with the terms of this Agreement. In the event of a judicial proceeding brought by any of the parties to this Agreement against another party for enforcement or for breach of any provision of this Agreement, the prevailing Party in such judicial proceeding shall be entitled to reimbursement from the unsuccessful Party of all costs and expenses, including reasonable attorneys fees, incurred in connection with such judicial proceeding.
- 3. Indemnity:** PCETSB, COUNTY and PCSO agree to hold harmless, indemnify and defend ACETSB, any and all claims, demands, liabilities, and suits in law or in equity that may arise from or out of PCETSB, COUNTY and PCSO performance of this Agreement. The ACETSB agrees to hold harmless, indemnify and defend PCETSB, COUNTY and PCSO from any and all claims, demands, liabilities and suits in law or in equity that may arise from or out of the provision of the Call taking/Dispatch/ Relay services or the ACETSB performance of this Agreement
- 4. Commencement Date:** The terms as expressed and defined within this agreement commences upon signed agreement by all parties involved. PCETSB participation will include provision of a call-taking/dispatch operation suitable for service as the Alexander County Enhanced 9-1-1 System's Public Safety Answering Point (PSAP)
- 5. Withdrawal:** Either the ACETSB or the PCETSB may elect, at will, to withdraw from further participation. The withdrawal shall be effective one (1) year after the postmark on the Notice of Termination sent by registered or certified mail to the non-withdrawing participant. Disposition of equipment utilized in the consolidation of services shall be outlined in this agreement.
- 6. Term:** This agreement shall continue in place until such time that either the ACETBS or PCETSB withdraws from the terms of the agreement negotiated between the participants. The term of this contract shall be three (3) years with a one (1) year exit clause by all parties (see PARTICIPATION 2) This agreement shall automatically renew for an additional term at the conclusion of the initial term unless one party notifies the other of an intent not to renew.
- 7. Change in ACETSB Surcharge:** The payment terms will be subject to re-negotiation in the event the per line surcharge for land lines, and all Next Generation devices designed to provide access

to emergency services from all sources, and to provide multimedia data capabilities for the PCETSB PSAP, 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.

- 8. Records:** All parties to this agreement shall maintain, for a minimum of five (5) years after the completion of the agreement, adequate books, records and supporting documents to verify the funds available for payment under 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 such audit conducted by the Auditor General and provide access to all relevant materials. ACETSB shall provide PCETSB with an annual audit statement of income/expenses and a revenue projection for a five (5) year period by December 1<sup>st</sup> of each year.

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**9. ACETSB Cost and Expenses :**

- a. ACETSB agrees to pay for all additional verifiable up-front expenses above normal PCETSB operations that result from this agreement. ACETSB's covenant herein shall include, but not limited to additional phone lines, changes or upgrades to radio system, 911 software and equipment and ancillary items necessary for the call taking and dispatch, relay, transfer of calls to Alexander County emergency service responders. ACETSB will be responsible for maintaining their own repeater site and equipment at said sites. Each ETSB will be responsible for maintaining and "manning" their county's telephone company Knox Boxes, commonly referred to as "call boxes" during times of emergencies or other outages and both counties will work in conjunction with each other as requested or deemed necessary.
- b. ACETSB agrees to purchase a CAD/Mapping system (not to exceed \$100,000.00) for the PCETSB as required for the implementation of Phase II Wireless service, with said systems to be installed within one (1) year from date of contract signing. PCETSB shall have the authority to reject inferior or unacceptable equipment for installation at PCETSB PSAP. ACETSB also agrees to pay the software/maintenance cost for the first 2 years with the cost to be shared equally by PCETSB/ACETSB after the two (2) year period.
- c. The ACETSB agrees to pay for all of the one-time hardware and software costs for participation in the regional Next Generation 911 System. Recurring network costs associated with that system would be split evenly between the two ETSB's. Equipment purchased by ACETSB to be used in the PC PSAP shall become the property of PCETSB 2 years after date of installation.
- d. The ACETSB will pay for all carrier network charges for routing calls from the Alexander County exchanges to Pulaski County.
- e. The ACETSB will pay for any/all specialized training (up to an amount of \$4,000.00) required by and provided to all PCSO communications personnel involved in the

operation of the PSAP, as well as any and all tuition costs, lodging/food expenses and mileage for 911 training for TC's. (*"Specialized training" is defined as that not routinely provided by PCSO for Sheriff's Department required activities*) for the first three (3) years of the agreement. After that, training costs will be split evenly between ACETSB and PCETSB.

- f. ACETSB will contribute a onetime payment of \$4,500 due upon initiation of the contract and an annual amount of \$20,000.00 to the PCSO to offset the costs of call-taking/dispatch/relay services due to additional 911 call volume from Alexander County. PCETSB will contribute an additional \$8,000.00 from wireless surcharge monies. ACETSB shall pay the \$20,000.00 to PCSO/County in the following manner: \$10,000.00 due upon approval for testing and subsequent payments of \$5,000 shall be payable quarterly ( ex: \$5,000.00 on December 1<sup>st</sup>, \$5,000.00 on March 1<sup>st</sup>, \$5,000.00 on June 1<sup>st</sup> and \$5,000.00 on September 1<sup>st</sup>).

**COPY**

- g. The Pulaski County Sheriff's Department agrees to answer Enhanced and Next Generation 9-1-1 calls from Alexander County and dispatch/relay those 9-1-1 calls to the appropriate emergency services responders in Alexander County or to System/Adjacent Agencies per Call Handling Agreements. They agree to maintain adequate dispatch staff and meet all PSAP requirements, as they have since becoming the call taking entity for PCETSB in February of 2007, as set forth by 50 ILCS 750/) Emergency Telephone System Act. PCETSB assumes no responsibility as to the accuracy of the database or modifications to ACETSB mapping software. Such changes and/or modifications shall be supplied to PCETSB on a daily basis by ACETSB. PCSO call takers will dispatch/relay address information for ACETSB 911 calls from information supplied by ACETSB Coordinator (or his/her designee). PC Call takers shall not be held liable for erroneous addressing and other material information that has not been updated by the ACETSB Coordinator to PCETSB Coordinator (or his/her designee).

**10. BOARD MEMBERSHIP AND MEETINGS:** Each ETSB will hold its own monthly meeting; however, members of one board may attend the others board meeting to provide input where necessary. A combined meeting can be scheduled if there is an issue that cannot be resolved by the Coordinators. The ETSB's may negotiate future agreements to share staff or resources for better cost-efficiency. Each ETSB shall maintain its own coordinator and office staff to handle addressing, payment of bills, etc. The County Boards will, according to (50 ILCS 750/15.4) (from Ch. 134, par. 45.4) continue to appoint their respective ETSB members

**11. EMPLOYEE STATUS:** All employees of the PCETSB, ACETSB, PCSO, and COUNTY shall remain employees of their respective employers, and, unless otherwise agreed upon, shall continue to be under the direction of their supervisors, from their respective employers.

**12. CONTINGENCY:** The above contract will be contingent upon Alexander County having paging and toning policies and procedures for law enforcement, ambulance and fire departments in place before going on line. These policies and procedures will outline means of contact for appropriate

responders in Alexander County. These "means of contact" shall be in the best interest of time, so as to ensure the safety of the citizens of Alexander County. These procedures will be made a part of the "Standard Operating Procedure Manual for the Operation of the Pulaski County 9-1-1."

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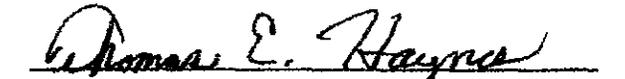
**AGREEMENT:**

The parties hereto have caused this INTERGOVERNMENTAL AGREEMENT to be executed on this day and year as set forth below.

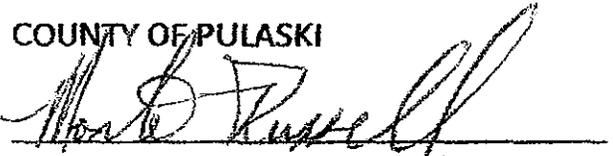
**ALEXANDER COUNTY EMERGENCY  
TELEPHONE SYSTEM BOARD**

  
Approved by: Jeff Petzoldt, Chairman

**PULASKI COUNTY EMERGENCY  
TELEPHONE SYSTEM BOARD**

  
Approved by: Tom Haynes, Chairman

**COUNTY OF PULASKI**

  
Approved by: Monte Russell, Chairman

**PULASKI COUNTY SHERIFF'S DEPT.**

  
Approved by: Randy Kern, Sheriff

## **Minutes of the Pulaski County E9-1-1 Board Meeting**

**SEPTEMBER 28, 2010**

A meeting of the Pulaski County E911 Board was held September 28, 2010 at 6:30 pm at the Pulaski County Courthouse in Mound City, Illinois.

The following members were present:

Tom Haynes  
David Sharp  
Johnny Coonrod  
Jim Flummer  
Brian Ulen

Others Present:

Becky Kleckner	E911 Coordinator
Linda Smith	Secretary
Cheryl Dunaway	Recording Secretary
Kyle Smith	Alexander County 911 Coordinator
Chris Trapani	Novacom

The following actions were taken by appropriate motions duly made, seconded, and adopted by the majority vote of the members.

The meeting was called to order by Chairman Tom Haynes at 6:35 pm.

### **Old Business**

Motion made by David Sharp to approve the minutes of the June 22, 2010 meeting. Motion seconded by Jim Flummer. All present voted aye. Motion carried.

Call volume reports were passed out.

### **New Business**

Alexander County 911 Intergovernmental Agreement Update – Agreement has been signed by the Pulaski County Board, Alexander County 911 Board, and the Pulaski County Sheriff. Contract is for 3 years with a 1 year exit clause.

CSI Update was given by Becky.

Clearwave Grant report was given.

Becky passed out a copy of a proposed budget for the coming year.

Motion made by David Sharp to pay the following bills. Motion seconded by Jim Flummer. All present voted aye. Motion carried.

<b>Cheryl Dunaway</b>	<b>40.00</b>
<b>Becky Kleckner</b>	<b>25.00</b>
<b>Pulaski County</b>	<b>2626.00</b>
<b>Pulaski County</b>	<b>589.17</b>
<b>AT &amp; T</b>	<b>179.61</b>
<b>AT &amp; T</b>	<b>269.51</b>
<b>Becky Kleckner</b>	<b>10.00</b>
<b>Verizon</b>	<b>1868.22</b>
<b>Novacom</b>	<b>599.98</b>
<b>Judy Crippen</b>	<b>7.87</b>
<b>Debra Brown</b>	<b>7.05</b>
<b>Debra Brown</b>	<b>36.45</b>
<b>Repperts</b>	<b>43.83</b>
<b>Total</b>	<b>\$6302.69</b>

**Motion made by David Sharp to adjourn meeting until Thursday, October 7, 2010 at 6:30 pm. Motion seconded by Jim Flummer. All present voted aye. Motion carried Meeting adjourned at 6:50 pm.**

**The next meeting of the Pulaski County E911 Board will be on Thursday, October 7, 2010 at 6:30 pm at the Pulaski County Courthouse in Mound City, Illinois.**

**Respectfully submitted,**

**Cheryl Dunaway  
Recording Secretary**