Resolution 17-17

Interagency Agreement Regarding Emergency Dispatching, Communications and Other Services

Whereas, the Ford County Sheriff's Office and Recipient(s) are empowered to provide emergency communications services to the citizens within their respective jurisdictions and may, therefore enter into an Interagency Agreement with one another and with other public agencies to perform such services; and,

Whereas, the Ford County Sheriff's Office has an emergency communications dispatch center and systems capable of providing emergency communications services to law enforcement agencies, fire departments, fire districts and emergency medical services providers within Ford County and beyond; and,

Whereas, the Ford County Sheriff's Office and the parties to this agreement believe emergency dispatch and communications services as well as other services would be best served by being managed through the Ford County Sheriff's Office and "Oversight Board"; and ,

Whereas, Paxton Police Department, Gibson City Police Department, Piper City Police Department, Ford County E911 Board, Gibson Area Hospital and Ambulance Services, Ford County Area Fire Departments, (herein called the "Oversight Board") desires to obtain emergency dispatch and emergency communications services from the Ford County Sheriff's Office Telecommunications Center; and,

Whereas, the parties hereto recognize that it is in the best interests of the citizens within their respective jurisdictions and in the furtherance of the health, safety and welfare of the citizens to have a unified emergency dispatch and communications system having the advantage of economies of scale; and,

Whereas, the governing body of each party has resolved, agreed, or ordained that this interagency agreement may be entered into;

Now, Therefore, in consideration of the mutual covenants contained herein, it is hereby agreed as follows:

I) Definitions

Ford County Telecommunications Center: To be administered by this agreement.

There shall be an Oversight Board composed of seven (7) persons as follows:

1. The Gibson City Police Chief or Designee
2. The Paxton Police Chief or Designee
3. The Ford County E911 Director or Designee
4. The Gibson Area Ambulance Director or Designee
5. A Fire Department Representative
6. A Ford County Board Member
7. The Ford County Sheriff

II) Functions and Authority of the Oversight Board

1. The Ford County Sheriff shall be the permanent chairperson of the Oversight Board.
2. A quorum for the Oversight Board shall consist of five (5) members.
3. The Oversight Board shall meet at least two (2) times annually and appoint a secretary who shall keep good and sufficient minutes of the meetings.
4. Conduct a bi-annual performance review of the Ford County Telecommunications Center.
5. Evaluate and make recommendations to the Ford County Sheriff concerning policies and procedures of the Ford County Telecommunications Center.
6. Evaluate and make recommendations to the Ford County Sheriff concerning development, programming, operational and personnel policies and equipment usage.
7. Oversight Board may call a special meeting at any reasonable time to address recipient concerns involving the Ford County Telecommunications Center.
8. Any increase in funds for dispatch services imposed by Ford County towards the recipients must be approved by the Oversight Board by a two-thirds (2/3) majority vote.

III) Admission of New Recipients

Public safety entities that are not recipients under this agreement may be added to this agreement as recipients upon meeting any terms and conditions as determined by the Oversight Board.

IV) Duration and Termination

Except as otherwise specifically provided herein, any party to this agreement may withdraw from the Oversight Board upon at least one (1) year written notice to the Oversight Board. Said termination must be received by December 1st of the year prior to the termination effective on December 1st of the following year.

V) Amendments

This agreement may be amended at any time by the majority action of the Oversight Board and ratified by the majority of the legislative bodies of all Parties of this agreement.

VI) Severability

If a provision of this agreement of application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the agreement, which can be given effect without invalid provision or application, and to this end, the provisions of the agreement are declared to be severable.

VII) Execution of Agreement

Each party to this agreement may bind itself with all other parties to this agreement to form the Oversight Board by signing a duplicate original to the Oversight Board. It is understood that such execution shall not require that one original agreement be signed by all parties to this agreement, but that there will be several duplicate originals signed by each party to this agreement. The purpose of this provision is to facilitate the signing of this agreement and to avoid undue delay in the execution of this agreement. This agreement however, shall be executed on behalf of each member by its authorized representative and pursuant to the appropriate motion, resolution or ordinance of each local government or other entity as the case may be. Each party to this agreement shall be bound to it as of the date it is signed by that member.

VIII) Indemnity Agreement

Each party to this agreement agrees to hold harmless and indemnify the other parties to this agreement for loss or damage of any nature arising from provision of law enforcement, fire, medical aid services and/or equipment by each party's employees or agents in aid of any other party. Specifically, action under the direction and control of a party to this agreement shall be interpreted solely as direct control of actions by the party receiving the aid. Otherwise the primary commissioning agency remains liable or responsible for the actions of its employees or agents.

IX) Compensation

In consideration for providing emergency communications services, **City of Paxton** shall pay the sum of $16,000.00 to the Ford County Sheriffs' Office located at 235 N. American Street, Paxton, IL 60957 in equal monthly installments of $1,333.33, due and payable without demand by the 15th of each month. Recipients may also choose to pay one lump sum of $16,000.00 on or about December 1, 2016.

FORD COUNTY SHERIFF

BY: _____

ATTEST: _____

PAXTON CHIEF OF POLICE

BY: _____

ATTEST: _____

CITY OF PAXTON MAYOR

BY: _____

ATTEST: _____

FORD COUNTY BOARD CHAIRMAN

BY: _____

ATTEST: _____