INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE COUNTY OF HAMILTON AND THE CITY OF MCLEANSBORO, ILLINOIS

THIS AGREEMENT is made this 18th day of March, 2025, by and between the COUNTY OF HAMILTON ("Hamilton County"), THE SHERIFF OF HAMILTON COUNTY ("Sheriff") and THE CITY OF MCLEANSBORO ("McLeansboro"),

WITNESSETH:

WHEREAS, units of local government in Illinois are authorized by Article VII, Section 10 of the Constitution of Illinois (1970) to enter into Agreements among themselves to carry out the purposes of local government; and,

WHEREAS, Hamilton County is a unit of local government; and,

WHEREAS, Hamilton County operates an emergency telecommunications dispatch center which is funded by appropriations of Hamilton County; and,

WHEREAS, Hamilton County is willing for the Hamilton County Sheriff's Office to provide dispatching for McLeansboro's emergency services upon the terms set forth in this Agreement: and,

WHEREAS, Hamilton County and McLeansboro are authorized under the terms of the Intergovernmental Agreements and contracts.

NOW, THEREFORE, for and in consideration of the recitals herein above set forth, the promises and mutual covenants herein contained and the mutual advantages to be derived in this Agreement, it is agreed by and between the parties as follows:

1. The foregoing preamble to this Agreement and the findings set out therein are expressly Incorporated herein.

2. Hamilton County, pursuant to the authority provided by Article VII, Section 10 of the Constitution of Illinois and the Intergovernmental Cooperation Act, 5 ILCA 220/1, agrees to provide McLeansboro through the Hamilton County Sheriff's Office answering dispatching services for McLeansboro's police and fire emergency service, and all Utilites, under the terms of this Agreement effective February 1, 2025.

3. Hamilton County will provide emergency dispatch service for McLeansboro, including the answering of all 9-1-1 telephone calls for McLeansboro. This service will be provided by the dispatch center operated by the Hamilton County Sheriff's Office. It is agreed that the scope of service provided McLeansboro will be that which is presently provided by the Hamilton County Sheriffs Office to itself and

other contractual entities. McLeansboro shall provide on-call schedules to Hamilton County for dispatching. The services shall also include, but not limited to the following:

(a) Answer all 9-1-1 calls received;

(b) Document all information and times of calls (Radio Log);

(c) Notification to Fire Department by paging information to fire department on assigned radio frequency via verbal transmission including type of incident, location and time out;

(d) Maintain Communications during incident until incident completed and all units returned and in quarters;

(e) Documentation of all times for McLeansboro Police/Fire Department beginning with time Incident received;

(f) Make additional contacts as requested by Incident Commander,i.e.: Red Cross, Utility Company, City Officials, etc. and document time notified and ETA of agency; For sake of clarity as the term is used herein, the "Incident Commander" shall refer to:_____;

(g) Paging and notification of additional resources when request made by Incident Commander;

(h) Contact Incident Commander on scene via telephone if necessary;

(i) Provide documented information and time to the McLeansboro Fire Department as requested by phone, fax, or email on prescribed form;

(j) Computer aided dispatch (CAD) shall be completed;

(k) Provide additional channels if needed to be programmed into Hamilton County's Dispatch Center;

(l) Notify other working fire departments if necessary via paging on radio frequencies;

(m) If Incident Commander has the need to raise the level of the incident to the level of a box alarm all communications will be switched to ILEAS; and;

(n) Dispatchers and all personnel covered by this agreement shall maintain appropriate accreditations and certifications to industry standard; all dispatchers

must be trained to handle natural gas calls. While there is already an ICC requirement, it bears special mention in this agreement, given that McLeansboro has a natural gas utility. The Hamilton County dispatchers should follow the same protocol as McLeansboro City employees and McLeansboro office staff follow.

4. Hamilton County shall insure McLeansboro access to Nixle. Hamilton County shall provide two McLeansboro city employees with access, comprised of a primary and a secondary user, both of which are assigned by the Mayor and/or City Council.

5. Hamilton County shall be the public safety operational-management authority for the telecommunications center providing the dispatch and 9-1-1 answering services under this Agreement to McLeansboro. McLeansboro will have no control or supervisory authority with respect to the employees or operation of the telecommunications center.

6. During the term of this Agreement, the price to be paid to Hamilton County by McLeansboro shall be $60,000 annually for February 2025 through January 2026. The annual price will increase to $62,500 beginning February 2026 through January 2027. The annual price shall be paid in equal monthly installments for emergency dispatch and 9-1-1 answering services under this Agreement. Payments shall be paid by McLeansboro to Hamilton County on or before the 15th day of each calendar month for services rendered during that month. The said payments shall neither be considered to be in arrears or in advance. Instead, the payment made in the given month shall be construed as payment for services rendered in the given month when the payment is made.

7. Hamilton County agrees that it will maintain liability insurance coverage in a sufficient amount with respect to its telecommunications center operation and the services rendered by Hamilton County under this Agreement. Hamilton County agrees that it will maintain liability insurance coverage (including errors and omissions) with respect to its emergency services operations in the amount of not less than $1,000,000 per occurrence/ $3,000,000 annual aggregate which will include its participation in this Agreement and provide coverage for any claims which may arise from the services provided under this Agreement.

8. By participation in this intergovernmental Agreement, neither Hamilton County nor McLeansboro waive any immunity or other protection from liability available under the terms of the Local Government and Governmental Tort Immunities Act, 745 ILCS 10/1-101 et seq., the Emergency Telephone System Act, 50 ILCS,750/15.1, or any other statute or law.

9. All services provided by Hamilton County through the Hamilton County Sheriff's Office under this Agreement will be in accordance with all applicable laws, regulations, and Agreements, including, but not limited to, the Emergency Telephone System Act, Federal Communications Act, and applicable interagency Agreements. It is agreed that this Agreement and its provisions are subject to any required approvals by the Illinois

Commerce Commission and any other agency or governmental authority over the subjects of this Agreement. It is further expressly agreed between the parties hereto that under no circumstances shall convicted felons or suspects charged with pending felonies be permitted to have access to the dispatch center, or any related files or equipment, nor shall such persons be allowed answer dispatch calls, operate any other equipment in the dispatch center, be permitted to even enter the room or area where the dispatch center is housed.

10. To the extent required by FCC or other regulations, and when requested, McLeansboro will provide the Hamilton County Sheriff's Office with the frequency measurements of all radio equipment operated by McLeansboro. Such measurements will be made by an entity licensed to make such measurements.

11. The City of McLeansboro shall have administrative privileges over the City's Data for Lawman CAD System.

12. No modification of this Agreement shall be effective unless in writing and approved by the governing boards of Hamilton County and McLeansboro. Illinois law shall govern this Agreement. This Agreement is not subject to assignment except with the written consent of the other party. Time is of the essence of this Agreement. A waiver by a party of any performance on one or more occasions by the other party shall not constitute or be construed as a continuing waiver of that same or any other performance.

13. This Agreement shall be for a term of two (2) years from and after its effective date. If the parties wish to continue this Agreement after the initial two (2) year term, all negotiations must be finalized ninety (90) days in advance of January, 2027.

14. Hamilton County and McLeansboro, subject to the provisions of this Agreement regarding the provision of insurance coverage, agree that each shall indemnify and hold the other party harmless for damages including attorney's fees, claims, expenses and costs, If the other party incurs damages, fees or costs including deductible amounts as a result of the opposite party's act or omission or that of the employee or elected or appointed official of the opposite party.

15. This agreement shall be in force and effect after its approval Hamilton County's and McLeansboro's respective governing bodies and its execution by each party's authorized officers, but shall have an effective date of February 1, 2025, upon such approval.

16. Either party can terminate this agreement, for any reason whatsoever, or no reason at all, by a 90-day written notice of the intention to terminate served on the other. However, in the event of termination precipitated by either party, the other party shall full cooperate with the other in extracting/exporting McLeansboro's data from Hamilton County's system, and shall provide ample and sufficient time for same to be accomplished.

17. Notwithstanding the above and foregoing provisions of Paragraph 16, supra, both parties hereto agree to address disputes via collaboration between the parties by a joint meeting comprised of the following: McLeansboro City Chief of Police, Sheriff of Hamilton County, Hamilton County Board Chairman, a Hamilton County Board member, the Mayor of the City of McLeansboro and a McLeansboro City Council member. These parties shall meet together and work in good faith with one another to resolve any issues/disputes between the two entities.

18. This Agreement may be executed in any number of counterpart originals each of which shall be deemed to constitute one and the same original document.

19. Any notice from one party to the other under this Agreement shall be in writing.

20. In the event of a dissolution of this Agreement, Hamilton County agrees to give access to the records generated during the term of the Agreement to the City of McLeansboro.
IN WITNESS WHEREOF, the parties have caused the above agreement to be executed by their respective parties and duly authorized officers.

HAMILTON COUNTY, ILLINOIS

BY: Kelly Worden

Board President

ATTEST:

Heather Bauma

County Clerk

SHERIFF OF HAMILTON COUNTY, ILLINOIS

BY: Troy D. Tabb

Sheriff

CITY OF MCLEANSBORO, ILLINOIS

BY: _____

Mayor

ATTEST:

Jodi Blackett

City Clerk

3.18.2025