

RESOLUTION NO. 21-01

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE VILLAGE OF DUPO,
ILLINOIS, TO AUTHORIZE THE VILLAGE MAYOR TO ENTER INTO AN
AGREEMENT WITH ST. CLAIR COUNTY, ILLINOIS PERTAINING TO
COORDINATED COMMUNICATIONS SERVICES**

WHEREAS, the Village of Dupo, St. Clair County, Illinois is a duly created, organized and validly existing municipality of the State of Illinois under the 1970 Illinois Constitution and the laws of the State of Illinois, including particularly the Illinois Municipal Code, and all laws amendatory thereof and supplementary thereto; and

WHEREAS, a public meeting was held in the Village of Dupo, Illinois at the Dupo Village Hall, 107 N. Second Street, on March 1, 2021 at 7:00 pm, before the Village Board of Dupo, and such meeting was held remotely due to the Governor's Executive Orders pertaining to the COVID-19 pandemic and pursuant to 5 ILCS 120/7(e)(4), and such allowed for remote attendance by the public and the Village Board; and

WHEREAS, both the Village of Dupo, Illinois ("Village") and St. Clair County, Illinois ("County") are authorized to enter into intergovernmental agreements pursuant to Article VII, § 10 of the Constitution of the State of Illinois and the provisions of the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*; and

WHEREAS, St. Clair County, Illinois holds a license from the Federal Communications Commission and there under operates radio stations in the performance of its duties of law enforcement, and has offered to perform certain communications services for various cities, villages, municipalities, fire districts, fire departments, EMS departments, EMS districts, federal agencies and county agencies;

WHEREAS, the Village of Dupo, Illinois wishes to avail itself of the 9-1-1 and various communications services offered by St. Clair County, Illinois, including telephones, radio, paging, and computerized criminal histories (LEADS) and other services;

WHEREAS, St. Clair County, Illinois is willing to provide said communications services to the Village of Dupo, Illinois pursuant to the terms of the Agreement attached hereto as **Exhibit A**; and

WHEREAS, the Village of Dupo, Illinois believes it is in the best interests of the Village and its citizens to enter into such Agreement pursuant to the terms contained therein.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

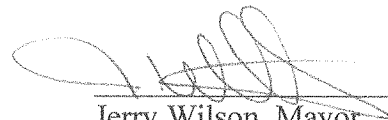
1. That the recitals set forth above in the preamble of this Resolution are hereby incorporated into this Resolution as recommendations of the Village Board of Trustees of the Village of Dupo, Illinois.

2. The Village Board of Trustees hereby approves the Coordinated Communications Services Agreement in substantially the form attached to this Resolution as **Exhibit A** and in a final form approved by the Village's attorney.
3. The Village Board of Trustees hereby authorizes and directs the Mayor to execute, and the Village Clerk to seal, on behalf of the Village, the final Coordinated Communications Services Agreement.
4. The Village Board of Trustees hereby authorizes the Mayor to take such additional actions as may be required or necessary to accomplish the aforementioned Coordinated Communications Services Agreement.
5. This Resolution shall be in full force and effect from and after its passage, as provided by law.

PASSED this 1st day of March, 2021 by the Village Mayor and the Village Board of Trustees of the Village of Dupo, St. Clair County, Illinois, and deposited and filed in the office of the Village Clerk in said Village on that date.

<u>Trustees</u>	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>	<u>Abstain</u>
Chris Ragsdale	X	---	-----	-----
Dawn Keys	X	---	-----	-----
James Smith	X	---	-----	-----
Joe Basinski	X	---	-----	-----
Ken Phillips	X	---	-----	-----
Kerry Foster	X	---	-----	-----

APPROVED AND PASSED by the Mayor of the Village of Dupo, Illinois this 1st day of March, 2021.



 Jerry Wilson, Mayor
 Village of Dupo, Illinois

ATTEST:


 MARK NADLER, VILLAGE CLERK

(SEAL)

**ST. CLAIR COUNTY, ILLINOIS
COORDINATED COMMUNICATIONS SERVICES CONTRACT**

THIS AGREEMENT, made and entered into this **1st day of January 2021** by and between ST. CLAIR COUNTY, ILLINOIS hereinafter referred to as **COUNTY**, and _____ located in St. Clair County, hereinafter referred to as **SERVICE RECIPIENT**.

WHEREAS, **COUNTY** holds a license from the Federal Communications Commission and there under operates radio stations in the performance of its duties of law enforcement, and has offered to perform certain communications services for various cities, villages, municipalities, fire districts, fire departments, EMS departments, EMS districts, federal agencies and county agencies;

WHEREAS, the **SERVICE RECIPIENT** wishes to avail itself of the 9-1-1 and various communications services offered by St. Clair County, including telephones, radio, paging, and computerized criminal histories (LEADS) and other services. LEADS services will apply to law enforcement services only;

WHEREAS, the **SERVICE RECIPIENT** may own and/or operate certain communications equipment which it desires to use in connection therewith;

WHEREAS, the **SERVICE RECIPIENT** has on file with the St. Clair County Emergency Telephone Systems Board (ETSB) a valid inter-agency agreement for 9-1-1 services and will continue to maintain such agreement during the duration of this agreement;

NOW, THEREFORE, this Agreement has been entered into by the undersigned in order to accomplish the aforementioned purposes.

1. COUNTY shall provide 9-1-1 and non-emergency telephone call processing, radio dispatching, and paging services to and from the **SERVICE RECIPIENT'S** telephones, radios and pagers.
2. COUNTY shall perform the services provided for in this Contract, in compliance with the standards of St. Clair County Government, the Emergency Telephone Systems Act, ETSB Interagency Agreements and all applicable laws.
3. The **SERVICE RECIPIENT** shall comply with all regulations set forth by the FCC and those rules and regulations set by the St. Clair County ETSB (pertaining to 9-1-1 services) and St. Clair County Government.
4. The **SERVICE RECIPIENT** shall pay St. Clair County the sum of **\$11.50 per call** for communications services to be performed by St. Clair County as set forth in paragraph (1) during the year **2021**. **\$12.00 per call** for services performed during the year **2022** and **\$12.50 per call** for services performed during the year **2023**.

- a. Payments are due in full by April 1st of each year. Should your agency need to make payment arrangements, those arrangements must be made with the auditor's office prior to the payment due date each year. Agencies who fail to make payment in full or arrangements from the Auditor's office are subject to the stipulations outlined below in section C.
 - b. Charges for the above referenced law enforcement agency will include this law enforcement agency's proportionate share of the LEADS charges.
 - c. In the event, the **SERVICE RECIPIENT** becomes greater than 60 days delinquent with their payments as outlined above; St. Clair County reserves the right to acquire those delinquent funds directly for the **SERVICE RECIPIENT'S** property tax allocations distributed by St. Clair County.
5. The **SERVICE RECIPIENT** shall pay for all St. Clair County telephone system costs incurred by the **SERVICE RECIPIENT** in changing to and/or from COUNTY'S coordinated communications services.
6. The **SERVICE RECIPIENT** shall provide ANNUALLY an errors and omissions insurance policy underwritten by an insurance company, and in a form acceptable to St. Clair County, in the amount of not less than \$1,000,000 per occurrence. St. Clair County Public Building Commission, St. Clair County Central Dispatch PSAP (CENCOM), St. Clair County ETSB and St. Clair County Emergency Management Agency (EMA), and their employees, elected and appointed officials, contractors, consultants and volunteers, shall be included as "Additional Insured" in this policy. Coverage under this insurance policy shall extend to the negligence, wrongful act, error, omission, breach of duty, or other act committed by a Service Recipient employee, elected or appointed official, volunteer, service contractor, or consultant, which may give rise to any of the "Additional Insured" being named as a defendant in any legal action related to services performed under this Contact.
 - a. In the event a "deductible" is applied under said insurance policy to claim expense or damages against an "Additional Insured," Service Recipient shall pay the full amount of deductible applied, on behalf of the "Additional Insured."
 - b. In the event said insurance policy does not respond to any such legal action against an "Additional Insured," or should such legal action include a claim for "willful or wanton misconduct, or other uninsured claim", Service Recipient shall hold St. Clair County (and any of the Additional Insured) harmless, and shall, at its own expense, defend and protect them from any expense or loss not covered by Service Recipient's insurance policy.
7. Any changes regarding the transfer of dispatch services must be considered and approved by the ETSB. The ETSB maintains the sole discretion on the assignment of all calls within the system and the transfer of dispatch services. This Coordinated Communications Services Contract may be terminated upon ninety (90) days written notice and subject to the discretionary approval of the St. Clair County ETSB in accordance with the St. Clair County 9-1-1 Plan.
8. This Coordinated Communications Services Contract may be terminated immediately upon written notice by the County if the premises, facilities, and/or equipment used by the County in fulfillment of the Service provisions of this contract are substantially destroyed or damaged through no fault of the County. If the County elects to continue this agreement and re-construct or repair the damaged premises, facilities, or equipment,

then the County is not required to provide such services that are the subject of the contract until the premises, facilities, or equipment are restored to the condition existing immediately prior to such damage or destruction.

9. Upon termination of this Contract for any reason, the **SERVICE RECIPIENT** shall within ten (10) days remove all radio programming from its radio equipment so that said equipment will no longer be capable of transmitting on any frequencies licensed to St. Clair County by the F.C.C. This shall not apply to those frequencies licensed by the F.C.C. to the **SERVICE RECIPIENT**.
10. This Contract shall take effect on the **1st day of January, 2021** and shall expire on the **31st day of December, 2023**. The **SERVICE RECIPIENT** shall give COUNTY ninety (90) days written notice prior to the expiration of this Contract if the **SERVICE RECIPIENT** will not execute a similar communications services contract for the succeeding years. If the **SERVICE RECIPIENT** fails to provide the required notice, St. Clair County will not be obligated to renew said contract for the succeeding year, but may choose to do so at the sole option of the County.

ACCEPTED:

Service Recipient

St. Clair County, Illinois

By _____

By _____

Title: _____

Title: _____

Date: _____

Date: _____