

**E-COM and SOUTHCAM PUBLIC SAFETY COMMUNICATIONS
JOINT EMERGENCY TELEPHONE SYSTEM
INTERGOVERNMENTAL COOPERATION AGREEMENT**

THIS AGREEMENT, entered into on the effective date specified hereafter, by and between the local governments signatory hereto and also those which may hereafter become signatory:

WITNESSETH:

WHEREAS, the signatories have determined that the implementation of an Enhanced 9-1-1 Emergency Telephone System would provide a significant public safety enhancement to the citizens of each of the participating municipalities; and

WHEREAS, the signatories have determined that a Joint Emergency Telephone System would be beneficial on an individual and mutual basis to the residents and agencies served by E-COM and SOUTHCAM; and

WHEREAS, Chapter 50, Act 750, Section 15.4 et seq. of the Illinois Compiled Statutes permits the formation of a Joint Emergency Telephone System Board to oversee the implementation and operation of an Enhanced 9-1-1 Emergency Telephone System; and

WHEREAS, Chapter 5, Act 220, Section 3 of the Illinois Compiled Statutes provides for the joint exercise by two or more local governments of any power, privilege, function or authority; and

WHEREAS, the E-COM E-9-1-1 Emergency Telephone System and the SOUTHCAM E9-1-1 Emergency Telephone System Boards were created by intergovernmental cooperation agreement and under the authority of the Emergency Telephone System Act in 2005 and 2000 respectively; and

WHEREAS, the signatories have individually established an Enhanced 9-1-1 Emergency Telephone System, centralized communications and 9-1-1 system, and are currently operating the same; and

WHEREAS, both the E-COM Emergency Telephone System Board and the SOUTHCAM Emergency Telephone System Board desire to cooperate and form a Joint Emergency Telephone System Board; and

WHEREAS, Public Act 99-0006 has encouraged consolidation of Emergency Telephone System Boards and 9-1-1 systems to advance public safety and to encourage the best use of government funds.

NOW THEREFORE BE IT AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. Venture Established. Pursuant to the joint powers authorization of 50 ILCS 750/15.4, the Emergency Telephone System Act, and 5 ILCS 220/3, the Intergovernmental Cooperation Act, the undersigned hereby join together in a cooperative venture for the joint and mutual operation of an Enhanced 9-1-1 Emergency Telephone System, to be known as ECOM/SOUTHCOR Joint E9-1-1 Emergency Telephone System consisting of all units of local governments which may hereafter become signatory.
2. Joint Emergency Telephone System Board. There is hereby established a Joint Emergency Telephone System Board (hereinafter referred to as the "Board") consisting of one (1) representative from each member unit of local government.

The representative, and the alternate, must be an elected official of the member unit of government, the Administrator/Manager, or the Police or Fire Chief, or Deputy Chief, whose department must be serviced by the JETSB.

Each member unit of local government shall appoint by resolution its representatives to the ECOM/SOUTHCOR Joint Emergency Telephone System Board. A certified copy of this resolution shall be forwarded to the Secretary of the ECOM/SOUTHCOR Joint Board and shall act as the credentials for the representatives to conduct ECOM/SOUTHCOR business on behalf of the specific member unit of local government. The representatives shall serve until replaced by resolution of the appointing member unit of government, or their qualifying relationship ends.

Each member unit of local government may also appoint one (1) alternate representative by following the process for such appointment as outlined in the JETSB By Laws.

The participating members shall also select, on an annual basis, a resident of a member community to serve as the citizen representative. The method of selection for the citizen member shall be set out in the bylaws.

3. VOTING. Each member shall be allowed voting authority as determined by the bylaws.
4. BYLAWS. The ECOM/SOUTHCOR Joint E9-1-1 Emergency Telephone System shall be subject to and shall be governed by certain bylaws which shall be adopted by the Joint Emergency Telephone System Board together with any amendments which may be made in the manner and means provided.

5. PARTICIPATION. Each participating member unit of local government in the ECOM/SOUTHCOM Joint Emergency Telephone System, and each unit of local government which may hereafter become a participant, is a member and is entitled to the rights and privileges and is subject to the obligations of membership, all as may be provide in the bylaws.
6. TERMINATION. Any party to this Agreement may cease to be a party hereto and may withdraw from participation in the manner and means set forth in the bylaws.
7. POWERS OF THE BOARD. The powers and duties of the Joint Emergency Telephone System Board created by this Agreement shall include, but not be limited to the following:
 - A. Planning an Enhanced 9-1-1 and Next Generation 9-1-1 emergency telephone system.
 - B. Coordinating and supervising the implementation, upgrading, maintenance and operation of the system including the establishment of equipment specifications and coding systems.
 - C. Receiving monies from the surcharge imposed under Section 15.3 of the Emergency Telephone System Act, and from any other source, for deposit into the Emergency Telephone System Fund.
 - D. Authorizing all disbursements from the fund.
 - E. Hiring, discipline and termination of an Executive Director whenever in its judgement the best interests would be served thereby.
 - F. Making and entering into contracts with consultants, auditors and attorneys.
 - G. Acquiring, holding and disposing of property.
 - H. The purchase of equipment or of public works pursuant to the public bidding provisions of the Illinois Municipal Code including any future amendments to said statute. Public notice and competitive bids shall not be required for any contract which any one party to the Agreement could by law enter into without public notice and competitive bid.
 - I. Incurring debts, liabilities or obligations necessary for the accomplishment of its purposes.
 - J. Operating a centralized communication center.

- K. Purchase or lease of facilities for the services to be provided under this Agreement.
- L. Approval and funding of annual budget and capital equipment fund for the implementation and operating of the system by a two-thirds vote.
- M. Approval of a five-year projection of capital equipment needs and costs of the system by two-thirds vote.
- N. To determine and approve all the contributions due from all the units of government.
- O. To contract for the purchase of insurance, employee benefits and otherwise undertake all actions necessary or incidental to the purposes of this Agreement or the powers set forth herein which are not otherwise prohibited by this Agreement.

8. INDEMNIFICATION

The ECOM/SOUTHCOM Joint Emergency Telephone System Board shall indemnify, defend, and hold harmless the member entities, along with their agents and employees, from all claims, causes of action, suits, damages, liabilities, costs, liens, fines, penalties, interest, expenses, or demands including without limitation, reasonable attorney fees and litigation costs incurred by the individual entities in connection with the defense of any action, suit or proceeding in which they are made a party by reason of any action including an omission to act where legally required to do so by ECOM/SOUTHCOM, its officers, agents or employees, in connection with the operation of the dispatch center, unless and except to the extent said claim, cause of action suit, damages, liabilities, costs, liens, fine, penalties, interest, expenses, or demands are the result of actions or omissions by one or more member entities or their officers, agents or employees. Nothing in this section shall prevent any member municipality from exercising any provisions of the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/2-102 *et seq.*

9. FUNDING. The ECOM/SOUTHCOM Joint Emergency Telephone System Board shall adopt an annual budget and capital equipment replacement schedule for the operation of the emergency telephone system and the joint dispatch center. The funding formula and allocation of costs shall be set out in the bylaws.

10. AMENDMENT. This Agreement may not be amended, except by written agreement and resolution of all the then current parties thereto.

11. DURATION. This Agreement shall continue in effect until rescinded by unanimous consent of the current parties or until terminated in the manner provided in the bylaws.
12. ENFORCEMENT. Each member shall have the right to enforce this Agreement against any other member. If suit is necessary, a defaulting member shall pay reasonable attorney's fees as adjudicated by the Court.
13. REPLACEMENT. This Agreement, when effective, shall replace in entirety the prior E-COM Intergovernmental Combined Dispatch and Communications System Agreement and SOUTHCOM By-Laws of the Southern Combined Dispatch and Communication System.
14. EFFECTIVE DATE. This Agreement shall become effective when adopted by the individual corporate authorities of the members of E-COM and SOUTHCOM

IN WITNESS THEREOF, the undersigned units of local government have set their signatures on the dates set forth below. This document may be signed in duplicate originals.