



Washington Police Department

Michael D. McCoy

Chief of Police

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TO: The Honorable Mayor Manier and Washington City Council
FROM: Chief of Police Michael D. McCoy and Deputy Chief Jeff Stevens
DATE: May 30, 2018

RE: Contract Authorization for Dispatch Service from TC3

Tazewell County Consolidated Communications (TC3), of which the City of Washington is a Member Agency, is expected to begin dispatch operations on July 1, 2018. TC3 will invoice the City for \$283,454.00 to provide dispatch services for both the Washington Police and Fire Departments. TC3 will serve the Northern Tazewell Fire Department, as well, for a separate fee. Invoices to the City will be payable quarterly and the fee covers 12 months, from July 1, 2018, - June 30, 2019.

The proposed contract and cover letter from TC3 Governance Board of Directors Chairman John Kahl is included in the City Council packets.

The Department is seeking authorization for the Mayor and City Clerk to execute the contract for TC3 dispatch services.



Tazewell County Consolidated Communications

April 30, 2018

Dear Agency,

As I stated in my previous correspondence dated April 12, 2018, unexpected delays in the delivery and installation of equipment necessary for TC³ operation caused a delay in our expected operational start-date.

I am writing to you today to advise that we now expect to be fully operational on or about July 1, 2018. Attached, please find a revised Dispatch Service Agreement ("Agreement"), which provides for this delayed start date.

Aside from this delayed start date and the date that the first invoice will be sent out, the Agreement remains exactly the same as that previously sent out. The payment amount included in the Agreement is the amount budgeted as your agency's percentage share of the TC³ total budget for the first-year of service based upon historical data of your agency's total number of dispatch activities.

Please review the enclosed Agreement and return an executed copy to me at your very earliest convenience. I anticipate sending out the first quarterly invoice for services on June 1st with service to begin on or about July 1st. On behalf of TC³, I very much look forward to working with your agency and I appreciate your continued patience and understanding during this transition process. For questions, please email: Questions@TC3-911.org.

Tazewell County Consolidated Communications

John Kahl
Chairman of the Governance Board

ORDINANCE NO. _____

Synopsis: The following ordinance would approve an agreement between the City of Washington, IL and Tazewell County Consolidated Communications for police and fire dispatch services.

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK OF THE CITY OF WASHINGTON, TAZEWEILL COUNTY, ILLINOIS, TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF WASHINGTON AND TAZEWEILL COUNTY CONSOLIDATED COMMUNICATIONS (TC³)

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WASHINGTON, TAZEWEILL COUNTY, ILLINOIS, as follows:

Section 1. That the agreement between the City of Washington and the Tazewell County Consolidated Communications (TC³) for the provision of police and fire dispatch services, a copy of which is attached hereto as Exhibit 1, and by reference expressly made a part hereof, be, and the same is hereby approved.

Section 2. That the Mayor and the City Clerk of the City of Washington be, and hereby are, authorized, empowered, and directed, pursuant to the City's home rule powers, to enter into and execute said Agreement on behalf of the City of Washington in substantially the form of the document attached hereto as Exhibit 1, and by reference expressly made a part hereof, and to make, execute, and deliver any and all documents necessary for the effectiveness thereof.

Section 3. That this ordinance shall be in full force and effect from and after its passage, approval, and publication as provided by law.

Section 4. That all ordinances or parts thereof in conflict herewith are hereby expressly repealed.

PASSED AND APPROVED this _____ day of _____, 2018.

AYES: _____

NAYS: _____

Mayor

ATTEST:

City Clerk

EXHIBIT 1

AGREEMENT FOR DISPATCH SERVICES
(Police & Fire)

THIS AGREEMENT is made and entered into by and between **TAZEWELL COUNTY CONSOLIDATED COMMUNICATIONS**, an intergovernmental agency created pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., (hereinafter called "TC³") and the **CITY OF WASHINGTON**, an Illinois Municipal Corporation (hereinafter called "**USER**").

WHEREAS, as a result of State law requiring the consolidation of the four (4) public safety answering points ("PSAPs") located in Tazewell County down to two (2) PSAPs, an intergovernmental agency known as TC³ was created pursuant to an Intergovernmental Agreement by and between the City of Pekin, the City of East Peoria, the City of Washington, the Village of Morton, Tazewell County, the Tazewell County Sheriff, and the Tazewell County Emergency Telephone System Board, for the purpose of overseeing the operations of the two PSAPs, which such two PSAPs shall provide 9-1-1 telephone call taking, dispatch, and related services to public safety agencies located in Tazewell County; and

WHEREAS, it is recognized by and between the parties that quick access to law enforcement information is of benefit to the public at large without regard to municipal boundaries and is of benefit to multiple governmental efforts in their pursuit to prevent and detect crime, arrest and prosecute offenders, and protect persons and property; and

WHEREAS, the purpose of this Agreement is to make available to **USER**, the services and capabilities of TC³ at a reasonable cost to **USER**; and

WHEREAS, the parties hereto, pursuant to the authority vested in them by Article 7, Section 10 of the Constitution of the State of Illinois and the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.), as it now or may hereinafter be amended, are authorized to enter into this Agreement.

IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. DUTY AND RESPONSIBILITIES OF TC³ FOR FIRE DISPATCH. TC³ will: (1) provide emergency telephone answering, dispatching and emergency medical dispatch to **USER's** fire department twenty-four (24) hours a day, seven (7) days a week; and (2) make log entries of emergency calls noting relevant information and provide such information as mutually agreed upon to **USER**.

2. DUTY AND RESPONSIBILITIES OF TC³ FOR POLICE DISPATCH. TC³ will provide telephone answering and dispatching to **USER's** Police Department twenty-four (24) hours a day, seven (7) days a week. TC³ will furnish to **USER's** Police Department access to: (1) All computerized law enforcement information available to TC³ through its system from LEADS, NCIC, NLETS, the Illinois Secretary of State, and other interfaced systems; and (2) the ability to transmit and receive from other terminals within LEADS and the TC³ system bona fide law enforcement messages.

3. DISPATCH SERVICES. The services provided by TC³ shall be collectively referred to herein as "Dispatch Services."

4. RESPONSIBILITIES OF USER. In consideration of the above stated services rendered from TC³ to **USER**, the **USER** hereby agrees to strictly comply with all rules, regulations and policies of TC³ as they pertain to communication functions.

The **USER** shall further strictly comply with all statutes, rules, regulations, policies and contractual obligations made, including, but not limited to LEADS, NCIC regulations, criminal history record information, criminal justice agreements, and all required agreements and/or licensing requirements of the United States Government, government of the State of Illinois, or any other agency or subdivision thereof which is required to be maintained by the **USER** for eligibility to receive services and/or information covered by this Agreement and shall provide TC³ with current copies of the same.

With respect to any employee of the **USER's** Police Department who is authorized access to or information from the services provided for by this Agreement, the **USER** shall make known and available to said individual all statutes, rules, regulations, policies and contractual obligations referred to above.

5. SECURITY TO BE MAINTAINED BY USER. The **USER** and its Police Department shall maintain communications equipment in a secured environment to ensure that no unauthorized person has access to the same. The **USER** will insure that no person shall be permitted access to or use of the communications equipment except sworn law enforcement personnel and other employees authorized to use said equipment.

The **USER** and its Police Department will insure that no person shall be permitted access to or use of any **USER's** or TC^{3's} communications equipment except full time law enforcement officers and other employees authorized to receive law enforcement information. All personnel authorized access to or use of any law enforcement information shall be paid employees of the **USER** or TC³ and no person, including the employees of any other agencies or divisions within the same government of the **USER** shall be authorized access to or use of such information.

The **USER** hereby represents and warrants to TC³ that the **USER** has the authority to discipline any employee (other than a police officer or fire officer) of the **USER** who violates or attempts to violate this Agreement or the laws, rules, regulations, policies, and other contractual obligations incorporated herein by reference.

With respect to individuals who would be subject to disciplinary action before the police and fire commission, the **USER** represents and warrants that the **USER** will make every effort to obtain appropriate disciplinary sanctions against any police or fire officer who violates or attempts to violate this agreement or the laws, rules, regulations, policies and other contractual obligations incorporated herein by reference.

In the event any employee of the **USER** violates or attempts to violate this agreement or the laws, rules, regulations, policies and other contractual obligations incorporated herein, and is not appropriately disciplined, TC³, may, at its option, consider such action to be a breach of this Agreement and immediately suspend the furnishing of records, information and other services accordance with this Agreement.

6. RESTRICTIONS ON USE OF RECORDS DATA: In recognition of the fact that TC³ records and files contain information of and include police reports contemporary with the events reported therein and without the opportunity for screening and verification that is available with ordinary criminal history records information, the **USER** hereby warrants and agrees that the **USER** and any of its employees will not:

- A. Search, inquire, retrieve or copy TC³ records or information except in connection with a specific criminal investigation, or for background investigation for government licenses, or government employment;
- B. Disclose any TC³ records or information to press or non-police officials, citizens, witnesses, victims, insurance companies, private investigators, public persons or governmental employees, or to police officers not actively participating in the investigation for which the records information is received;
- C. Take any action adverse to any individual interest based either wholly or in part on the TC³ record information without verifying that such information is accurate, complete and current;
- D. Use nor disseminate any information which is shown to be inaccurate, incomplete or outdated; and
- E. Fail to train its employees in the nature of records information and require and enforce independent investigation and verification before identifying person as those shown in records files.

The **USER** and its Police Department shall be solely and singularly responsible for the accuracy, completeness and currentness of all information it transmits, or is transmitted on its behalf, for processing and for the resultant output thereof to other users or inquirers and shall be responsible for necessary purging of errors and outdated or nonusable information.

All dissemination of information received from TC³ records or from State of Illinois files shall be logged in a form approved by TC³ and maintained for a period of not less than three years.

7. SUSPENSION OF RECORD INFORMATION SERVICE. It is hereby agreed by and between the parties that TC³ may suspend the furnishing of records information upon receiving notification from the **USER**, or any board or agency charged with the supervision of the collection, storage, or dissemination of law enforcement information, including, but not limited to Illinois Department of Law Enforcement, Federal Bureau of Investigation, Law Enforcement Assistance Administration, Illinois Secretary of State, or the LEADS policy board, that the **USER** is in violation of any law, rule, regulation, or contractual obligation with said board or agency concerning the collection, common storage, use or dissemination of law enforcement information and has been suspended by the board or agency. The **USER** shall promptly notify TC³ of any such violation. TC³ will resume furnishing records information upon notification that such suspension has been lifted.

TC³ may also immediately suspend any and all services upon finding that any of the terms and conditions of this Agreement have not been fulfilled, including breaches of the privacy and security provisions which may be discovered or complained of by citizens. Any such suspension shall be in accordance with Section 9 of this Agreement.

8. PAYMENT. The **USER** shall pay to TC³ an "Annual Payment Amount" for the Dispatch Services provided pursuant to this Agreement. The "Initial Annual Payment Amount" made to TC³ from **USER** shall be **\$283,454.00**. Except with regard to the Initial Annual Payment Amount (which is based upon dispatch activities in 2016), the Annual Payment Amount shall be set by the TC³ Governance Board and shall reflect a proportion of the TC³ budget based upon an activity-based assessment determined by the number of dispatch activities attributed to the **USER** in the preceding calendar year, as a percentage of the total number of dispatch activities of all public safety agencies in Tazewell County contracting with TC³ ("Funding Formula"). The TC³ Governance Board shall adopt an annual budget and determine the **USER's** Annual Payment Amount based upon the Funding Formula by March 1st of each year. Copies of the adopted budget shall be made available to **USER** in accordance with the Bylaws of TC³, as amended from time to time. Written notice of **USER's** Annual Payment Amount shall be sent to **USER** by April 1st of each year. Except with regard to the Initial Annual Payment Amount, invoices for **USER's** Annual Payment Amount, as determined by the Funding Formula, shall be sent to the **USER** no later than May 1st of each year and on a quarterly basis thereafter. In the event TC³ fails to provide written notice of an adjustment in **USER's** Annual Payment Amount by April 1, there shall be no adjustment to the Annual Payment Amount on May 1st for the ensuing year.

With respect to the Annual Payment Amount due hereunder, the **USER** shall pay to TC³ at least one-quarter of said Annual Payment Amount per quarter. The **USER** reserves the right to make prepayments for any number of quarters under this Agreement as it may elect.

USER shall pay amounts charged on quarterly invoices within forty-five (45) days after billing. Should **USER** fail to pay charges within said forty-five (45) day period, **USER** shall be assessed interest on the delinquent payment at a rate equal to the maximum authorized by the Bond Authorization Act, as amended, at the time the payment becomes delinquent. Should the **USER** have any representation on the Governance Board or the Operations Committee of TC³ at the time a payment becomes delinquent, **USER** shall not be entitled to further voting privileges on the Governance Board or the Operations Committee, nor shall any representative hold any office until such time as all delinquent payments and interest have been paid.

If the **USER** fails to make a quarterly payment for three successive months after an invoice becomes delinquent, TC³ shall be permitted to suspend any and all services in accordance with Section 9 of this Agreement.

9. PROCEDURE FOR SUSPENSION OF SERVICE. The procedure for suspending service shall be as follows: TC³ shall send **USER** a notice, certified, return receipt requested, of the date on which TC³ shall terminate service, which such date shall be at least thirty (30) days after the date the notice is sent to **USER**. Prior to suspension, **USER** may request that the Governance Board set a hearing at which the Board shall review any claim

of **USER** as to the reasons for noncompliance with the terms of this Agreement. At the conclusion of the hearing, the Board may: (1) suspend service to **USER**; (2) find compliance by **USER**; (3) warn **USER**; or (4) grant **USER** a period of time to comply with the terms of the Agreement. If additional time is granted to comply with the terms of the Agreement, the Board shall set a subsequent hearing to review **USER's** compliance with the terms of the Board's order. At the second hearing herein provided, the Board may exercise any option it could have exercised upon the original hearing.

10. EQUIPMENT. TC³ reserves the right to make modifications, repairs or replacements, or add options or accessories to its equipment for the purpose of improving service and/or function. In the event any modifications or improvements are proposed which require the **USER** or TC³ to make expenditures to update, modify, or replace equipment or procedures to maintain compatibility with the systems of TC³ or the **USER**, then at least a thirty (30) day notice of such proposal shall be given to TC³ or the **USER** before converting or modifying the system. Any expense involved in making modifications or adding options or accessories to **USER'S** equipment to maintain its compatibility with TC^{3's} system shall be solely that of the **USER**. Ownership to said equipment shall be vested in the **USER**. Upon termination of this agreement, the **USER** shall have the right to remove said equipment; however, said equipment shall be removed by a technician designated by TC³.

11. TERMINATION OF AGREEMENT. This Agreement shall continue in full force and effect, subject to the suspension provisions above referenced, until termination by either party upon written notice to the other of not less than sixty days before the start of any quarter (based upon TC^{3's} fiscal year which shall run from May 1 – April 30) or any time upon mutual agreement.

12. WARRANTY. The undersigned signatories individually and in their public capacity hereby warrant to TC³ that they are authorized by the corporate authorities of the **USER** to execute this Agreement and said Agreement is binding upon the **USER**, and all necessary corporate actions have been taken authorizing the execution of this Agreement.

13. INDEMNITY. Each Party shall, and does agree to, indemnify the other Party and its elected and appointed offices, officials, attorneys, employees, and hold them harmless from any claim, injury, or loss, no matter how sustained, arising out of or related in any way to the provision of police, fire protection, or emergency medical services by TC³, or the use of, or the disruption or failure of, Dispatch Service pursuant to this Agreement. It is expressly understood by both Parties to this Agreement, that the obligation to indemnify each Party as set forth above does not apply to any act, failure to act, or conduct of the other Party, its officers, officials, attorneys, or employees for the negligent or willful or wanton acts and omission of such persons.

14. NOTICES. Notices to be provided under this Agreement shall be in writing, and shall be considered to be delivered to the party when deposited in the U.S. Mail, postage pre-paid by certified mail to the parties at the following addresses, or at such other addresses or in such a manner as the parties may so designate, in writing, from time to time:

To TC ³ :	Tazewell County Consolidated Communications Attention: Erin Morey erinmorey@tazewell911.com
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101 S. Capitol Street
Pekin, IL 61554

To USER: City of Washington
Attention: City Administrator
301 Walnut Street
Washington, IL 61571

15. SEVERABILITY. In the event that any provision of this Agreement is rendered invalid by the decision of any court or by the enactment of any law, such provision of this Agreement shall be deemed to have never been included herein and the balance of the Agreement shall continue in effect.

16. COMPLETE AGREEMENT. Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations and discussions relative to the subject matter hereof and fully integrates the agreement of the parties.

17. PARAGRAPH HEADINGS. Paragraph headings and references are for the convenience of the parties and are not intended to limit, vary, define or expand the terms and provisions contained in this Agreement and shall not be used to interpret or construe the terms and provisions of this Agreement.

18. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

19. DATE OF SERVICE. The Dispatch Services as described in this Agreement shall begin on or about July 1, 2018 and shall continue until such time as this Agreement is terminated or suspended pursuant to the provisions herein.

**Tazewell County Consolidated
Communications**

**City of Washington,
a Municipal Corporation**

By: _____
John Kahl, Chairman

By: _____
Its _____

Date: _____

Date: _____

ATTEST:

By: _____
Its _____