

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into by and between TAZEVELL 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 "CITY").

WHEREAS, on June 29, 2015, the State of Illinois passed Public Act 99-0006, which required Tazewell County to reduce the number of public safety answering points ("PSAPs") located in the County from four (4) PSAPs down to two (2) PSAPs (the "Consolidation"); and

WHEREAS, the Illinois Office of the Statewide 9-1-1 Administrator and the State of Illinois Statewide 9-1-1 Advisory Board have set a deadline of July 1, 2019 to complete the Consolidation; and

WHEREAS, in order to effectuate the Consolidation, operations at the PSAP located at the City of Washington Police Department will cease and be relocated to the PSAP located at the Village of Morton Police Department, which such PSAP will be operated by TC3; and

WHEREAS, certain construction activities are required at the Morton Police Department to ready the facility for use prior to its use as a consolidated PSAP; and

WHEREAS, commencing on or about July 1, 2018 and until such time as the Morton Police Department becomes functionally operational and ready to be used as a consolidated PSAP ("Transition Period"), TC3 will operate three (3) PSAPs located at the Tazewell/Pekin Consolidated Communications Center, the City of Washington Police Department, and the City of East Peoria Police Department; and

WHEREAS, as part of their current daily duties, the telecommunicators currently employed by the CITY and working in the PSAP located at the Washington Police Departments staff the walk-up service window located in the lobby of the Washington Police Department; and

WHEREAS, during the Transition Period, all of the telecommunicators working at the PSAP located at the Washington Police Department will be TC3 employees; and

WHEREAS, during the Transition Period, the CITY is in need of individuals to staff the walk-up service window and has requested that TC3 employees staff the walk-up service window during the Transition Period; and

WHEREAS, TC3 has offered for its employees to staff the walk-up service window during the Transition Period.

NOW, THEREFORE, in consideration of the foregoing recitals and in consideration of the mutual covenants and agreements hereinafter set forth, the CITY and TC3 agree as follows:

1. Walk-Up Service. During the Transition Period, on-duty TC3 employees shall be responsible for Staffing the walk-up service window at the Washington Police Department. "Staffing" the walk-up service window shall include, without limitation, the following duties: (1) greeting any visitor to the walk-up service window; (2) recording and, as appropriate, transmitting to the appropriate individual within the Washington Police Department, information received from the visitor; and (3) providing information to the visitor as necessary and appropriate.

2. Former Washington Dispatcher Required On-Duty. In order to provide appropriate service to

visitors approaching the walk-up service window during the Transition Period, TC3 shall use good faith efforts to ensure that at least one (1) telecommunicator who was formerly employed by the CITY as a telecommunicator ("Former Washington Telecommunicator(s)") shall be on-duty at all times at the PSAP located at the Washington Police Department. These Former Washington Telecommunicators shall be primarily responsible for Staffing the walk-up service window.

3. Payment. The CITY shall pay to TC3 the sum of \$500.00 per month, payable in advance of the first day of each and every month.

4. Term. This Agreement shall commence on or about July 1, 2018 and shall continue until such time as this Agreement is terminated pursuant to the provisions herein.

5. Termination. This Agreement may be terminated by either Party upon 30-days' written notice, or by mutual written agreement of the Parties.

In the event this Agreement is terminated by either Party during the Transition Period, the CITY shall be responsible for Staffing the walk-up service window with employees of the CITY ("Washington Employees"). In such event, the Washington Employees shall not interfere with TC3's dispatch operations at the PSAP located at the Washington Police Department, nor shall TC3's dispatch operations interfere with the Staffing of the walk-up service window.

6. Equipment & Supplies. The CITY shall be responsible for providing all equipment and supplies necessary for appropriate Staffing of the walk-up service window.

7. Indemnification. The CITY shall indemnify, defend, and hold TC3 harmless from any causes of action, claims, damages, losses, costs, or injuries which may arise or be suffered or incurred by the CITY arising out of any error or omission by TC3 or its employees arising out of or related to TC3 employees Staffing the walk-up window at the Washington Police Department.

8. Amendment of Agreement. This Agreement may be amended with the mutual written consent of the parties.

9. Notices. Any notice or consent required or desired to be given by or on behalf of either party to the other shall be deemed given when delivered in person, by email, or deposited in the U.S. mail by registered or certified mail, return receipt requested, at the following address:

To TC3:

TC3
Attn: Erin Morey
erinmorey@tazewell911.com
101 S. Capitol Street
Pekin, IL 61554

With a copy to:

TC3
Attn: Johnny Platt
JohnnyPlatt@tazewell911.com
1130 Koch St.
Pekin, IL 61554

To City of Washington:

City of Washington
Attn: Deputy Chief Jeff Stevens

jstevens@ci.washington.il.us

115 W. Jefferson Street

Washington, IL 61571

10. Authority. Each Party represents and warrants to the other that the representatives who execute this Agreement have full authority under the law to bind their principals and that this Agreement has been approved as provided by law.

11. Governing Law. The laws of the State of Illinois shall govern this Agreement.

12. Waiver. The waiver by any Party of any breach of this Agreement, whether in a single instance or repeatedly, shall not be construed as a waiver of rights under this Agreement. Any waiver shall not constitute a waiver by such Party to strictly adhere to this Agreement, nor as a waiver of any claim for damages or other remedy by reason of any such breach.

EXECUTED on the _____ day of _____, 2018, in duplicate originals.

**TAZEWELL COUNTY CONSOLIDATED
COMMUNICATIONS**

CITY OF WASHINGTON, a municipal
corporation

BY: _____
Board Chairman

BY: _____
Mayor

ATTEST: _____
Board Secretary

ATTEST: _____
Clerk