

RESOLUTION 2010 -

COORDINATED COMMUNICATIONS SERVICES CONTRACT BETWEEN THE CITY OF O'FALLON, ILLINOIS, HEREIN AFTER REFERRED TO AS PROVIDER AND THE VILLAGE OF SHILOH, ILLINOIS, HEREIN AFTER REFERRED TO AS RECIPIENT

WHEREAS THE PROVIDER is an authorized Public Safety Answering Point (PSAP) operating with the framework of the St. Clair County Emergency Telephone System Board and the provider operates a licensed radio station in the provision of police, fire and EMS services; and

WHEREAS THE PROVIDER is authorized to receive 911 emergency calls programmed to terminate in its PSAP and has the capacity within its telephone, radio and communications center systems to handle additional workload; and

WHEREAS THE RECIPIENT wishes to avail itself of the 911 and various Law Enforcement communications services offered by the Provider, including telephone, radio, computer aided dispatch and Law Enforcement access to LEADS and NCIC; and

WHEREAS THE RECIPIENT now owns certain communications equipment that is compatible with the providers and recipient desires to use that equipment in furtherance of their Law Enforcement mission; and

WHEREAS THE PROVIDER AND RECIPIENT have a valid intergovernmental agreement for the provision of 911 services that will remain in place throughout the duration of this contract.

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

1. The Provider shall provide 911 and non-emergency telephone call processing, law enforcement dispatching and computer aided dispatch services to and from the recipients telephones and radios.
2. The Provider shall perform the services provided for in this contract in compliance with the standards of the Emergency Telephone System Act, ETSB Interagency Agreements and all applicable laws and regulations.
3. The Recipient shall provide the Provider during the month of May each year (or more frequently if required by FCC regulation or by St. Clair County) the frequency measurements of all radio equipment owned or operated by the Recipient in conjunction with this contract. Such measurements are to be made by an entity licensed to make such measurements.

4. The Recipient shall comply with all rules and regulations set by the FCC (Federal Communications Commission) and those rules and regulations set by the St. Clair County ETSB with regard to 911 service.
5. The Recipient shall comply with all rules, regulations and policies set by the Provider, St. Clair County, the State of Illinois and the Interstate Identification Index with regard to access or release of Law Enforcement data contained in any of the systems they maintain.
6. The Recipient shall pay the Provider the sum of \$100,000.00 for communications and other services to be performed by the Provider as set forth in paragraph 1. A quarterly payment schedule will be established as follows; May 1st for each contract year \$25,000.00, August 1st of each contract year \$25,000.00, November 1st of each contract year \$25,000.00 and February 1st of each contract year \$25,000.00. Year one shall be prorated, in monthly increments of \$8,333.00, to the actual start date of services being provided. Quarterly payments shall be considered payment in advance for the preceding 3 months of services to be provided by the Provider. Pursuant to Section 5/8-1-7 of the Illinois Municipal Code, the recipient shall annually appropriate monies required and necessary to meet its financial obligations to the provider as aforesaid.
7. The Recipient shall pay for all costs incurred by the Provider, attributed specifically to the request for services, herein described, by the Recipient, in making any modification to the 911 system, telephones, radio programming, data connections for CAD and any data circuits, user licenses or other cost associated use of the Providers Computer Aided Dispatch, Mobile or Records Management System. The Provider will be responsible for the first \$7,500.00 of cost associated with providing connectivity for CAD and/or Records Management data to the Recipient's Office or mobile assets.
8. The Recipient shall provide an errors and omissions insurance policy underwritten by an insurance company, and in a form acceptable to the Provider in an amount of not less than \$1,000,000.00 per occurrence. The City of O'Fallon 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 Recipient's 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 contract.

In the event a "deductible" is applied under said insurance policy to claim expense or damage against an "Additional Insured", Recipient shall pay the full amount of the deductible applied on behalf of the "Additional Insured".

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, the Recipient shall hold the City of O'Fallon 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 the Recipients insurance policy.

9. This Coordinated Communications Service Contract may be terminated by either party hereto upon ninety (90) days written notice to the other party and upon the approval of the St Clair County ETSB in accordance with the County 911 plan. 120 days prior to the termination of the contract the Provider and Recipient shall strive to reach an agreement for any renewal of this contract.

10. The conditions set forth in this Coordinated Communications Contract shall be in effect for three (3) years from the date of the initial agreement with an expiration date of April 30, 2013. A contract year is based on the Fiscal Year, May thru April.

CITY OF O'FALLON

VILLAGE OF SHILOH

By: _____
Gary L. Graham, Mayor
Date

By: _____
James Vernier, Mayor
Date

ATTEST:

ATTEST:

Philip A. Goodwin, City Clerk
Date

Brenda Kern, Village Clerk
Date