

**AGREEMENT TO SERVE AS A ST. CLAIR COUNTY
E 9-1-1
PUBLIC SAFETY ANSWERING POINT**

This agreement is made between the St. Clair County Emergency Telephone System Board (hereinafter called the "ETSB") and the City of O'Fallon (hereinafter called the "CITY") for the purpose of establishing the O'Fallon Police Department as a primary Public Safety Answering Point (PSAP) within the St. Clair County Enhanced 9-1-1 System.

In general, the O'Fallon PSAP will be responsible for receiving 9-1-1 calls that originate from within its corporate boundaries. In some instances, however, the O'Fallon PSAP will receive 9-1-1 calls for service that originate from areas outside of its corporate limits, including Village of Shiloh, Illinois. All calls received by O'Fallon PSAP pertaining to East Side Fire District shall be routed and transferred to the Clair County CENCOM PSAP.

In any instance, without regard to the point of origination of the 9-1-1, the O'Fallon PSAP agrees to handle 9-1-1 calls in accordance with procedures adopted by the St. Clair County ETSB, Statutes of the State of Illinois, and rules and regulations established by the Illinois Commerce Commission.

1. The City agrees to abide by the Emergency Telephone System Act (50 ILCS Act 750).
2. The City agrees to abide by the Title 83: Public Utilities – Chapter I: Illinois Commerce Commission – Subchapter f: Telephone Utilities – Part 725 (Standards of Service Applicable to 9-1-1 Emergency Systems).
3. The City agrees to abide by the Standard Operating Procedures established and amended from time to time by the St. Clair County ETSB.
4. The City agrees to allow unscheduled access to the 9-1-1 equipment by the St. Clair County 9-1-1 Coordinator's Office Personnel and the vendor(s) selected by the St. Clair County ETSB to install and maintain the 9-1-1 equipment.
5. The City agrees that the 9-1-1 equipment installed at the PSAP remains the property of the St. Clair County ETSB and that the City shall be responsible for damage caused by other than normal usage and/or loss.
6. The City agrees that representatives of the St. Clair County ETSB shall be the only personnel authorized to maintain, modify, move, or change the configuration of the 9-1-1 equipment installed at the PSAP without written permission of the ETSB. This shall include the installation of software other than that approved by the ETSB.
7. The City agrees to provide PASP operations of a twenty-four hour a day basis and to staff the PSAP with trained Telecommunicator(s) whose training meets the standards set by the ETSB.

8. The City agrees to provide the necessary wiring for installation of the 9-1-1 equipment.
9. The City agrees to provide an alternate power source (generator) for the 9-1-1 equipment, to test this alternate source under load on a monthly basis, and to maintain said equipment in good working order.
10. The City agrees to provide a master voice logging recorder and to record each 9-1-1 call and associated conversations and radio traffic. Said recorder shall have the capability of recording the date and time of each 9-1-1 event. The recorder shall have play back capability as well as the capability of allowing for the production of cassette tapes or CDs of 9-1-1 events.
11. The City agrees to provide cassette or CD recordings of 9-1-1 calls received by its PSAP for quality control purposes.
12. The City agrees to participate in all training required by the ETSB. Salary of all personnel attending training shall be the responsibility of the City.
13. The City agrees to make reasonable modifications, such as providing the necessary electrical outlets, physical space, and etc. to allow for the installation of the 9-1-1 equipment.
14. The City agrees to provide a General Liability and Errors and Omissions 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. The St. Clair County Emergency Telephone Systems Board, St. Clair County and the St. Clair County EMA, and their employees, elected and appointed officials, and volunteers shall be included as "Additional Insureds" in these policies. Coverage under these insurance policies shall extend to negligence, wrongful act, error, omission, breach of duty, or other act committed by a City of O'Fallon employee, elected or appointed official, volunteer, service contractor, or consultant, which may give rise to any of the "Additional Insureds" being named as a defendant in any legal action related to services performed under this agreement.

In the event a "deductible" is applied under said insurance policy to claim expense or damages against an "Additional Insured," the City of O'Fallon 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 of "willful or wanton" misconduct, or any other uninsured claim, the City of O'Fallon shall hold the St. Clair County ETSB and any of the "Additional Insureds" harmless, and shall at its own expense, defend and protect them from any expense or loss not covered by the City of O'Fallon's insurance policy.

The actual policy as specified above, should be mailed or delivered to the St. Clair County 9-1-1 Coordinator's Office, 101 South First Street, Belleville, Illinois, 62220.

15. The ETSB agrees to provide and maintain the 9-1-1 hardware and software installed at the PSAP. Said hardware and software to remain the property of the ETSB.
16. The ETSB agrees to provide the management for the St. Clair County 9-1-1 System.
17. The ETSB shall be the clearinghouse for 9-1-1 systems errors and the City shall agree to report all such 9-1-1 errors as required by the 9-1-1 Standard Operating Procedures.
18. The ETSB agrees to provide training for the 9-1-1 Telecommunicators consistent with that required by its Standard Operating Procedures, not to include payment for the Telecommunicator's time, benefits, and travel.
19. The ETSB reserves the right to monitor the PSAPs compliance with all 9-1-1 rules and regulations and to take whatever action is necessary to correct deficiencies in this compliance should they occur.

Any changes to this agreement must be made in writing by the St. Clair County ETSB. Any requests for changes in this agreement should be forwarded to the 9-1-1 Director's Office in writing.

Each of the undersigned swear, promise, and affirm that they are a qualified agent of the public safety agency, private corporation, or government entity represented therein, authorized to act on behalf of and bind said agency, corporation, or entity.

CERTIFIED BY AND BETWEEN

St. Clair County Emergency Telephone Systems Board

City of O'Fallon

Signed: _____

Signed: _____

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____