

INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN

**THE COUNTY OF UNION, ILLINOIS,
AND
THE VILLAGE OF COBDEN, ILLINOIS**

REGARDING THE PROVISION OF COMMUNICATION AND DISPATCH SERVICES

THIS AGREEMENT is made as of July 1, 2020 (the "Effective Date") by and between the County of Union, Illinois, a body politic and corporate, (the "County") and the Village of Cobden, Illinois, a municipal corporation (the "Village", and together with the County, the "Parties").

WHEREAS, pursuant to Article VII, Section 10 of the Illinois Constitution of 1970, and 5 ILCS 220/1, *et seq.*, the Parties are authorized to enter into an intergovernmental agreement; and

WHEREAS, the Village desires to contract with the County for the provision of certain communication and dispatch services; and

WHEREAS, the County is willing and able to provide such services.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises contained herein, the sufficiency of which is acknowledged, the Parties hereby agree as follows:

(1) Services

- (a) The County shall answer and dispatch of all emergency and non-emergency Village police and Village fire calls. This shall include the provision of all record keeping, informational inquires and data input regarding the Law Enforcement Agencies Data System ("LEADS).
- (b) The County shall provide answering service for Village police lobby telephone system. The Village shall be responsible for any and all costs associated with installation and maintenance of any and all additional hardware required for the County to provide the answering service for the Village police lobby telephone system.
- (c) The County shall provide answering and dispatch of all non-business hours calls for Village utility department. Non-business hours shall mean those hours when Village administrative offices are not open for business to the public.
- (d) The County shall provide the Village police with remote access to the Union County Sheriff's law enforcement record management system for the purposes of informational inquires and record-sharing. The Village shall be responsible for any and all software and hardware costs associated with the Village's use of any law enforcement record management system by which information is exchanged pursuant to this Agreement.

(2) Term and Termination

- (a) This Agreement shall be for a term of three (3) years beginning on the Effective Date and ending on June 30, 2023 unless otherwise terminated as provided in this Agreement
- (b) Early Termination:

UNION COUNTY, ILLINOIS

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UNION COUNTY, JONESBORO, IL
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- (i) A Party may terminate this Agreement by providing one (1) year's written notice to the other Party.
- (ii) This Agreement shall terminate thirty (30) days after the date on which the County has provided the Village with written notice of the Village's failure to make payment as required by Section 3 of this Agreement and where the Village has failed to make such payment within the thirty (30) day period following delivery of such written notice to the Village.

(3) Fee and Payment

(a) Village shall pay the following amounts to the County on or before the following dates:

- (i) July 15, 2020 – \$12,336
- (ii) July 15, 2021 – \$14,234
- (iii) July 15, 2022 – \$16,132

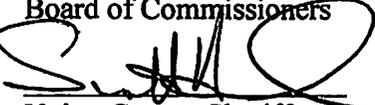
(b) Payments made pursuant to this Section 3 shall be delivered to the Union County Treasurer.

- (4) The Union County Sheriff (the "Sheriff") shall be the public safety operational-management authority for the telecommunications center providing any services pursuant to this Agreement. All employees involved in the provision of services pursuant to this Agreement shall be employees of County and shall be subject to the rules, regulations, collective bargaining agreements and policies of the County and Sheriff. The Village shall have no control or supervisory authority with respect to the employees or operations of the telecommunications center; provided, however, the Sheriff shall receive all proposed modifications or concerns regarding such matters from Village officials, including, but not limited to the Police Chief and the Fire Chief.
- (5) If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provision shall not be affected.
- (6) This Agreement, including the rights, benefits and duties hereunder, shall not be assignable by any Party without the written consent of the other Party.

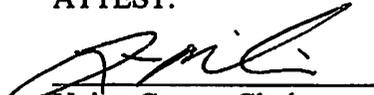
(7) The Parties may execute this Agreement in counterparts, each of which is deemed an original and all of which only constitute one original.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

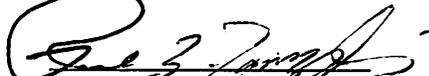
**COUNTY OF UNION,
ILLINOIS**


Max Miller, Chairman
Board of Commissioners

Union County Sheriff

ATTEST:


Union County Clerk

**VILLAGE OF COBDEN,
ILLINOIS**


Paul Tomazzoli, Mayor

ATTEST:


Village Clerk