

CITY OF COLUMBIA, ILLINOIS

ORDINANCE NO. 2934

AN ORDINANCE TO AUTHORIZE THE CITY OF COLUMBIA, ILLINOIS, TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH MONROE COUNTY, ILLINOIS, PROVIDING THE CITY OF COLUMBIA WITH ACCESS TO MONROE COUNTY'S RADIO SYSTEM FOR THE PURPOSE OF CONDUCTING OFFICIAL GOVERNMENTAL RELATED RADIO COMMUNICATIONS

**Adopted by the
City Council
of the
City of Columbia, Illinois
this 21st day of February, 2012**

**Published in pamphlet form by
authority of the City Council
of the City of Columbia,
Illinois, this 21st day
of February, 2012**

FEB 21 2012


City Clerk

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WHEREAS, Monroe County, Illinois ("Monroe County") has a radio system that is operated and licensed by Monroe County for the purpose of conducting official governmental related radio communications; and

WHEREAS, the stated intent of the Monroe County operated and licensed radio system is to create a high quality, instantly accessible radio communications pathway via which public safety emergency communications dispatch centers, other appropriate dispatch centers, public safety emergency responders and official government radio users will be able to interoperate with one another and to communicate with each other and with other users of the radio system over a relatively secure communications medium; and

WHEREAS, the City Council of the City of Columbia, Illinois ("City") has determined and hereby declares that it is in the City's best interests and appropriate to enter into a Memorandum of Understanding with Monroe County allowing the City to access the Monroe County radio system.

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Columbia, Illinois, as follows:

Section 1. The recitals contained above in the preamble of this Ordinance are hereby incorporated herein by reference, the same as if set forth in this Section of this Ordinance verbatim, as findings of the City Council of the City of Columbia, Illinois.

Section 2. The City Council of the City of Columbia, Illinois, does hereby authorize and direct the Mayor to execute and deliver the Memorandum of Understanding (with Monroe County), in the form attached hereto, which allows the City to have access to Monroe County's radio system, which Memorandum of Understanding is hereby approved as to form, in as many counterparts as the Mayor shall determine, and the City Clerk is hereby authorized and directed to attest the same and affix thereto the corporate seal of the City.

Section 3. This ordinance shall be in full force and effect following its passage and publication in pamphlet form, as provided by law.

Alderman Reis moved the adoption of the above and foregoing Ordinance; the motion was seconded by Alderman Ebersohl, and the roll call vote was as follows:


YEAS: Aldermen Ebersohl, Agne, Niemietz, Roessler, Huch, Piazza and Reis.

NAYS: None.

ABSENT: Alderman Mathews.

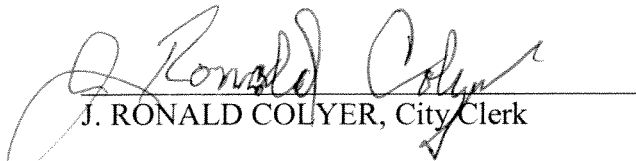
ABSTENTIONS: None.

PASSED by the City Council and APPROVED by the Mayor this 21st day of February, 2012.



KEVIN B. HUTCHINSON, Mayor

ATTEST:



J. RONALD COLYER, City Clerk

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF MONROE)

CERTIFICATE OF PUBLICATION

I, J. Ronald Colyer, certify that I am the duly elected and acting City Clerk of the City of Columbia, Illinois.

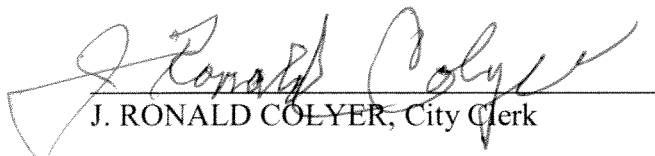
I further certify that on the 21st day of February, 2012, the Corporate Authorities of the City of Columbia, Illinois, passed and approved Ordinance No. 2934 entitled:

“AN ORDINANCE TO AUTHORIZE THE CITY OF COLUMBIA, ILLINOIS, TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH MONROE COUNTY, ILLINOIS, PROVIDING THE CITY OF COLUMBIA WITH ACCESS TO MONROE COUNTY’S RADIO SYSTEM FOR THE PURPOSE OF CONDUCTING OFFICIAL GOVERNMENTAL RELATED RADIO COMMUNICATIONS”

which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No. 2934, including the ordinance and a cover sheet thereof, was prepared, and a copy of such ordinance was posted in the Columbia City Hall, commencing on February 22, 2012 and continuing for at least ten (10) days thereafter. Copies of such ordinance were also made available for public inspection upon request in the office of the City Clerk.

DATED at Columbia, Illinois this 21st day of February, 2012.



J. RONALD COLYER, City Clerk

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF MONROE)

CERTIFICATE OF TRUE COPY


I, J. Ronald Colyer, hereby certify that I am the duly elected and acting City Clerk of the City of Columbia, Illinois, and as such I am the keeper of the books, records, files and corporate seal of said City.

I do further certify that Ordinance No. 2934, entitled:

“AN ORDINANCE TO AUTHORIZE THE CITY OF COLUMBIA, ILLINOIS, TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH MONROE COUNTY, ILLINOIS, PROVIDING THE CITY OF COLUMBIA WITH ACCESS TO MONROE COUNTY’S RADIO SYSTEM FOR THE PURPOSE OF CONDUCTING OFFICIAL GOVERNMENTAL RELATED RADIO COMMUNICATIONS”

to which this certificate is attached, is a true, perfect, complete and correct copy of said ordinance as adopted at a regular meeting of the Columbia, Illinois, City Council held on the 21st day of February, 2012.

IN WITNESS WHEREOF, I have made and delivered this certificate for the uses and purposes hereinabove set forth this 21st day of February, 2012.



J. RONALD COLYER, City Clerk

(SEAL)

MONROE COUNTY, ILLINOIS
MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into between the government of Monroe County, Illinois, hereinafter referred to as "The County" and the Entity as follows:

Entity Name

Via this MOU, The County agrees to allow the Entity of _____, hereinafter referred to as "The Entity" to operate its official government stationary, mobile and portable radios, using the radio system which is operated and licensed by Monroe County, Illinois.

1. PURPOSE AND GENERAL USAGE: The County is providing the Entity with access to the radio system, which is operated and licensed by the County, for the purpose of conducting official government related radio communications, including, but not limited to, providing communications for Law Enforcement, Fire Districts, Emergency Medical Service, Coroner, Animal Control, Emergency Management Agencies, Public Health and Public Works Departments which are dispatched by its communications center, or the Sheriff's Department communications center.

The intent of the County operated and licensed radio system is to create a high quality, instantly accessible radio communications pathway via which public safety emergency communications dispatch centers, other appropriate dispatch centers, public safety emergency responders and official government radio users will be able to interoperate with one another and to communicate with each other and with other users of the radio system over a relatively secure communications medium.

2. ENTITY / COUNTY RESPONSIBILITIES:

Entities that agree to accept access to the County operated and licensed radio system, agree to the following:

- 2.1 To abide by all Monroe County radio procedures as they apply to the use of the radio and the Monroe County radio system. The County will seek input from the County Interoperable Communications Committee and other communications center users and will attempt to accommodate the needs of all. The County must reserve the right to establish procedures as needed to keep the system functioning properly, to continue to keep it current and to insure compliance with any Starcom21 and equipment manufacturer / vendor agreements.
- 2.2 To abide by all FCC radio rules and requirements.

- 2.3 To allow the authorized maintenance staff and vendors access to the Entity owned equipment which accesses or is connected to the radio system on a 24/7 basis.
- 2.4 The Entity will be responsible for maintenance of the radio equipment that it purchases for its use. The Entity must enter into an agreement with the equipment manufacturer / vendor that includes software upgrades for its equipment. The Entity must implement those software upgrades that are required by the county and or the equipment manufacturer / vendor in order to remain compatible with the system upgrades.
- 2.5 The Entity will coordinate all repair services on its system related equipment with the Monroe County Interoperable Communications Committee, ETSB staff or equipment manufacturer / vendor. This coordination shall include prior notice of intention to provide maintenance or make changes to any equipment or radios that access the system and to ensure that any such changes will not have an adverse impact on the operation of the system. Emergency notifications are to be made to the Monroe County Sheriff's communications center. Normal cleaning and daily care is exempted.
- 2.6 All radio programming of stationary, mobile and portable radios will be managed by the Monroe County Interoperable Communications Committee.
- 2.7 The Entity will report any system related equipment or system malfunction to the Monroe County Sheriff's office as per appropriate procedure. This will enable the County staff to ensure that the Entity's problem is not having a negative impact on the rest of the system. This notification will be in addition to the notification of the Entity's radio service vendor.
- 2.8 The Entity shall be responsible for ensuring that the personnel, who it allows to use its radios and dispatch center, attend appropriate initial and ongoing training prior to using the equipment, and as needed following implementation. Training to be provided by the County at no charge, except personnel time and travel for the attendees. The Entity must provide personnel to be trained as trainers whose responsibility will be to train future personnel before they are allowed to use the equipment.
- 2.9 The Entity shall be permitted to utilize the system as its daily operational radio communications system.
- 2.10 The Entity will be assigned certain specific radio talk groups to be used for all agencies dispatched by it. The County will endeavor to supply additional talk groups if requested; however, this will be contingent on the ability of the system to continue to deliver quality public safety service to all users.
- 2.11 The Entity agrees to adopt emergency measures, upon request from the County, as may be necessary to ensure the continued delivery of service to all users of the system.
- 2.12 The Entity agrees to defend, indemnify and hold harmless Monroe County and any of its successors, assigns, employees, divisions, subdivisions and or subunits in the event any claim, action or lawsuit is brought as a result of

the Entity's negligent use of the radio equipment and or system described herein.

- 2.13 The Entity agrees to pay any and all system infrastructure subscription fees, charged by the Starcom 21 system and / or the equipment manufacturer or vendor, directly to the billing agency.
- 2.14 The County agrees to allow the Entity to utilize the system for the purposes identified above. There may be a charge for use of County resources. When using County resources, all parties must agree to work in good faith to adopt a payment scheme that is fair and equitable to all system users.
- 2.15 The County agrees to provide ongoing maintenance for County owned radio equipment.
- 2.16 If the Entity agrees to fund the expansion of the central recorders, it agrees to record specific talk groups and allow appropriate Entity employees to access their talk group recordings. The Entity may be responsible for any connectivity that may be needed to remote connect to the recorder to access its recordings. All documents and recordings are preserved by the PSAP as required by State Law and schedule.
- 2.17 If the Entity uses the county contract with its specified equipment manufacturer / vendor to purchase equipment, it will be guided by those conditions within the county contract.

3. ACCEPTANCE:

Agreed to this _____ day of _____ 20_____

By: _____ for the Entity of _____.
Title/Signature of Chief Executive Officer

Attest by Clerk/Board Secretary

Agreed to this _____ day of _____ 20__

By: _____ for Monroe County, Illinois
Signature of County Board Chairman

Attest by Monroe County Clerk