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ONGOING

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INTERGOVERNMENTAL AGREEMENT FOR 9-1-1 SERVICES

Between

JACKSON COUNTY

and

The Pennington Area Emergency Services Communication Center Users Board

This agreement is made and executed this 23RD day of August, of the year 2002, between Jackson County and the Pennington Area Emergency Services Communication Center Users Board, hereafter referred to as "ESCC". All parties recognize the need for efficient 9-1-1 emergency service and for specific Public Safety Answering Point (PSAP) activity as defined below.

SECTION 1 TERM OF AGREEMENT

This contract shall run in perpetuity, commencing on the 1ST day of SEPTEMBER, of the year 2002.

SECTION 2 JACKSON COUNTY RESPONSIBILITIES

1. Jackson County will coordinate with the ESCC and all telephone companies operating in the county for all 9-1-1 emergency calls to be routed to the ESCC and for any other telephone connections as needed for communications between the ESCC and Jackson County public safety agencies.
2. Enhanced 9-1-1 addressing shall be initiated immediately and will be the responsibility of Jackson County, however, the staff of ESCC is committed to assisting Jackson County with all aspects of addressing and coordination work with the phone companies. ESCC will be reimbursed on a time and materials basis at a rate to be agreed upon.
3. Jackson County will provide all radio and pager communications systems and equipment to allow the ESCC to immediately notify Jackson County public safety personnel of emergencies and to maintain continuous radio contact.
4. Jackson County shall be responsible for any and all telephone company charges related to the delivery of 9-1-1 calls from Jackson County to the ESCC.
5. Jackson County shall be responsible for maintenance of the 9-1-1 data base.

SECTION 3 ESCC RESPONSIBILITIES

1. The ESCC will provide all telephone and recording equipment necessary at the PSAP to answer and record 9-1-1 calls from Jackson County.
2. The ESCC will provide all radio control stations, software programs, and other equipment as may be necessary to page out, maintain and record voice contact with public safety responders in Jackson County.
3. The ESCC will keep records of calls for service from Jackson County in it's Computer Aided Dispatch system or as provided by future systems.
4. Provide monthly reports as may be requested by Jackson County public safety agencies.
5. Provide state certified 9-1-1 Telecommunicators to answer all 9-1-1 calls from Jackson County and provide Emergency Medical Dispatching services for all medical related calls as directed by the Pennington County Medical Director.
6. Answer all 9-1-1 calls and dispatch the appropriate public safety agency by electronic means and provide assistance as needed and track these units by means of the Computer Aided Dispatch System (CAD).
7. Provide access to NCIC, NLETS, as necessary for Jackson County Law Enforcement agencies.

SECTION 4 AMENDMENT TO CONTRACT

This contract may only be amended by written consent of both parties to the contract. Other services may be provided if they are necessary and both parties agree.

SECTION 5 TERMINATION

Either party may terminate this agreement upon six (6) months prior written notice of the intent to terminate. The ESCC shall be paid for all services provided to the termination date.

SECTION 6 GENERAL PROVISIONS

Jackson County agrees that it will indemnify and hold the ESCC harmless from any discontinuation or interruptions of service due to circumstances beyond the ESCC's control.

SECTION 7 IMMUNITIES

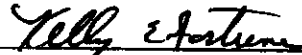
The ESCC expressly reserves any and all immunities and defenses available to the ESCC and those entities creating the ESCC. The ESCC and the underlying entities do not waive any defenses or immunities otherwise available by entering into this agreement.

SECTION 8
CHARGES

Jackson County agrees to collect and remit to the ESCC, the maximum allowable under state law, all 9-1-1 surcharge funds collected by all telephone companies (land line and wireless) operating in Jackson County. Surcharge monies shall be remitted to the ESCC within 30 days of being received by Jackson County.



Don Holloway, Chairman
ESCC Users Board
Sheriff, Pennington County



Kelly E. Fortune, Chairman
Jackson County Board of Commissioners



Don L. Phillips, Director ESCC