



MARION COUNTY BOARD

Marion County Sheriff's Office - Basement - P.O. Box 637 - Salem, Illinois 62881
(618)548-3400 or (618)548-3868/Fax (618)548-2226

December 8, 2023

Debbie A. Smith
Chairwoman

Dr. Creighton Engel
Vice-Chairman

Marion County Board
Members

District #1
Tracy Murnay
Brock Waggoner
Sharon K. Woodward

District #2
Dr. Creighton Engel
Jack Riley
Deborah Reed

District #3
William "Bill" Henson
Tyson McHenry
Steven V. Whritenour

District #4
Steven Bradley
Judith Meeks-Hakim
Christopher B. Krupp

District #5
Adam D. Smith
Debbie A. Smith
David G. Iossi

Marion County Clerk,
Recorder & Clerk of
the County Board
Steven A. Fox

Marion County
Board Secretary
Lori Linder

AGENDA

MARION COUNTY 911/ESDA COMMITTEE MEETING

Tuesday, December 12, 2023

6:00 P.M.

Boardroom in Basement of Sheriff's Office

- To: **Marion County**
Municipality Officials
Fire Chiefs
ESDA/911 Coordinators
FOP Officials
Marion County Board 911/ESDA Committee:
Mr. Steven Whritenour, Chairman
Deb Reed
Christopher Krupp
Bill Henson
Brock Waggoner
Creighton Engel

Please be advised this is a confirmation of meeting that has been scheduled for Tuesday, December 12, 2023 at 6:00 P.M. in the Board Room located at the Sheriff's Office in the basement.

AGENDA

- Meeting to be called to order by Chairman Steve Whritenour**
The Pledge of Allegiance to the Flag led by Steve Whritenour
Roll Call by Lori Linder, Marion County Board Secretary

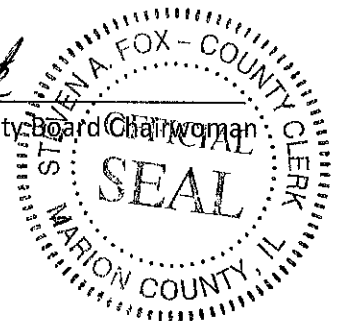
DISCUSSION/ACTION/MOTION BY COMMITTEE:

1. Discussion of the outdoor emergency sirens for Marion County.
2. Resolution 2023-45: Intergovernmental Agreement Providing for Marion County and Municipalities Therein to Work Together for the Provision of Nixle Services to the Residents of Marion County. Previously approved, but now put into Resolution form.

MOTION TO ADJOURN: _____

TIME: _____

Debbie Smith, Marion County Board Chairwoman



Resolution 2023-45

INTERGOVERNMENTAL AGREEMENT PROVIDING FOR MARION COUNTY AND MUNICIPALITIES THEREIN TO WORK TOGETHER FOR THE PROVISION OF NIXLE SERVICES TO THE RESIDENTS OF MARION COUNTY

This Agreement is made and entered into by and between Marion County, Illinois and the City of Centralia, the City of Salem, the City of Wamac, and _____, collectively referred to as "Parties".

WHEREAS, the County of Marion ("County") is a body politic and corporate organized and existing pursuant to the Illinois Counties Code ("Code") 55 ILCS 5/1-1001. *Et seq.*; and

WHEREAS, the Illinois Constitution of 1970 provides that counties which are not home rule units shall have only powers granted to them by law; and

WHEREAS, the Code, 55 ILCS 5/5-1004 provides that the powers of the county as a body corporate or politic shall be exercised by a county board; and

WHEREAS, the Code, 55 ILCS 5/5-1005(3) provides that each county shall have the power to make all contracts and do all other acts in relation to the property and concerns of the county necessary to the exercise of its corporate powers; and

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.* enables the Parties to enter into agreements among themselves and provide authority for intergovernmental cooperation; and

WHEREAS, Nixle is a company that provides emergency and community notifications via multiple platforms, including SMS, e-mail, web publishing, social media, and land line; and

WHEREAS, the Parties find it to be in the best interest of Marion County, the City of Centralia, the City of Salem, the City of Wamac, and _____, to enter into a contract with Nixle for the provision of emergency and community notifications to the residents of Marion County; and

WHEREAS, the Parties are committed to the principles of intergovernmental cooperation; and

WHEREAS, the Parties desire to share in the expense of entering into a contract with Nixle for the provision of its services; and

NOW, THEREFORE, the Parties agree as follows:

Section One. NIXLE CONTRACT. The Parties agree to enter into a contract with Nixle, a true and correct copy of which is attached hereto and included herein by reference as Exhibit A, for the provision of emergency and community notifications.

Section Two. COSTS. The Parties agree to share in the costs of the contract as follows:

Marion County:	\$ _____
City of Centralia:	\$ _____
City of Salem:	\$ _____
City of Wamac:	\$ _____
_____:	\$ _____

Section Three. TERM. This Agreement shall begin on the date it is signed by the last Party to execute it and shall continue in subsequent periods unless otherwise terminated by the Parties.

Section Four. TERMINATION. This Agreement may be terminated by any Party for any or no reason upon ninety (90) days prior written notice the other Parties.

Section Five. MISCELLANEOUS.

5.01 – Renewal. This Agreement may be renewed for additional periods by mutual consent of the Parties, expressed in writing and signed by the Parties.

5.02 – Amendments. This Agreement may be modified or amended at any time during its term by the mutual consent of the Parties, expressed in writing and signed by the Parties.

5.03 – Applicable Law and Severability. This Agreement shall be governed by the laws of the State of Illinois. If any section, subsection, clause, phrase, or portion of this authorization is for any reason held invalid, unconstitutional, or unenforceable, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not effect the validity of the remaining portions hereof.

5.04 – Entire Agreement. This Agreement constitutes the entire agreement between the Parties; no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon any Party.

5.05 – Notice. All written notices shall be made to the clerk of the respective units of government with a copy to the Marion County Board Chairman, the Mayor of the City of Centralia, the mayor of the City of Salem, the mayor of the City of Wamac, the _____ of the _____.

5.06 – Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

5.07 - Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

MARION COUNTY, ILLINOIS

SIGNATURE _____

NAME: _____

TITLE: _____

DATE: _____

CITY OF CENTRALIA

SIGNATURE _____

NAME: _____

TITLE: _____

DATE: _____

CITY OF SALEM

SIGNATURE _____

NAME: _____

TITLE: _____

DATE: _____

CITY OF WAMAC

SIGNATURE _____

NAME: _____

TITLE: _____

DATE: _____

SIGNATURE _____

NAME: _____

TITLE: _____

DATE: _____