



# 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

January 5, 2024

Debbie A. Smith  
Chairwoman

Dr. Creighton Engel  
Vice-Chairman

Marion County Board  
Members

District #1  
Tracy Murray  
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, January 9, 2024

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, January 9, 2024 at 5:30 P.M. in the Board Room located at the Sheriff's Office in the basement.

## AGENDA

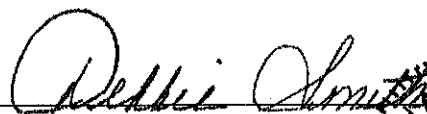
Meeting to be called to order by Chairman Steve Whritenour  
The Pledge of Allegiance to the Flag led by Steve Whritenour  
Roll Call by Lori Linder, Marion County Board Secretary

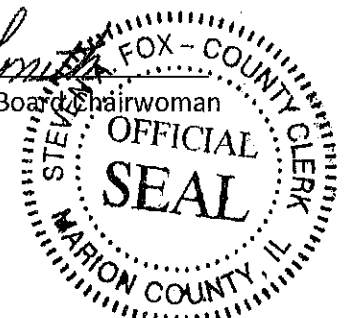
### DISCUSSION/ACTION/MOTION BY COMMITTEE:

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



**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: \_\_\_\_\_