

AGENCY MEMBERSHIP PACKET

www.iltert.org



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Please contact the State Coordinator with any questions on the membership process:

STATE COORDINATOR Darren Wolf Communications Center Manager City of Bloomington 305 S. East St Bloomington, IL 61702 309-275-2400 dwolf@cityblm.org



APPLICATION GUIDELINES

Agencies who are interested in joining IL-TERT and becoming "Active Category" members must follow the steps below

- 1. Agencies must meet the established requirements for Active Category membership.
- 2. Agencies must adopt and sign the IL-TERT Intergovernmental Agreement.
 - a. IL-TERT is a statewide Intergovernmental designation, and participating agencies must adopt the Intergovernmental Agreement as drafted. <u>No</u> <u>language changes will be accepted.</u> If the Agreement is not accepted by an agency's executive authority or legal counsel, it will not be possible for the agency to join the program.
 - b. Section XX of the Intergovernmental Agreement stipulates manner in which agencies must authorize participation in the program; i.e.: ordinance, resolution, or other legal manner. Authorization may be in the form of an approved motion made at a duly authorized meeting, and reflected in the meeting minutes.
 - c. Section VIII of the Intergovernmental Agreement specifies the necessity for each member agency to provide proof of insurance for: liability, personal injury, property damage, workers' compensation insurance, or proof of selfinsurance. If applicable, proof of emergency medical services professional liability will also be required. Insurance coverage documentation should accompany the signed copy of the Intergovernmental Agreement.
- After the Agreement is accepted by the governing authority of the agency (Municipal Board of Trustees, City Council, County Board, Intergovernmental Board, etc.), please submit the following four (4) items to the State Coordinator
 - 1. The signed intergovernmental agreement
 - A copy of the resolution, ordinance, or approved minutes showing the authorization for the intergovernmental agreement to be signed
 - 3. A copy of the Agency's proof of insurance.
 - 4. A completed copy of the IL-TERT Contact Form

Submit all 4 completed items to:	Darren Wolf, IL-TERT State Coordinator c/o Communications Center
Retain a signed copy for your files	City of Bloomington
	305 S. East St.
	Bloomington, IL 61702
	Or via email. dwolf@cityblm.org

4. Participating member agencies will be periodically updated on new members, via email notification.

Updated 7/1/2021



FREQUENTLY ASKED QUESTIONS (FAQs)

1. Who can join IL-TERT?

Active membership with voting privileges in IL-TERT is restricted to governmental agencies operating a Public Safety Answering Point (PSAP). Each member agency shall have one vote. Agencies seeking active membership must sign the IL-TERT Intergovernmental Agreement. Changes to the IGA are not permitted.

An associate membership (non-voting) is open to any individual employed by a governmental public safety agency, i.e.: ETSB, EMA, or to agencies not participating as a full member. Associate members may apply by submitting an application letter from their Chief Administrative Officer to the IL-TERT State Coordinator.

2. What is the structure of IL-TERT?

IL-TERT is governed by a Board of Directors consisting of three statewide elected officers: President, Vice President, and Secretary/Treasurer, and eight (8) Regional Directors (one for each of the IEMA regions). The Board of Directors selects an unpaid State Coordinator to manage the organization's day-to-day operations, training, and deployments.

IL-TERT adopted bylaws to guide the agency. IL-TERT bylaws are available at: www.iltert.org

3. What financial commitments are expected of member agencies?

Member agencies currently do not contribute financially to the IL-TERT program. ILEAS utilizes grant funding to support the costs of planning, training, and equipment. In the future, if grant funding is not available, member agencies will be expected to support training for their participating employees. For deployments not eligible for State or Federal reimbursement, participating agencies will be expected to cover normal salary and benefit expenses for their employees assigned in a deployment. This requirement is similar to other public safety mutual aid agreements.

Illinois APCO and IL-NENA recognize the value of the TERT program and have pledged support to IL-TERT for administrate overhead.

Dues are not contemplated at this time, however, should they become necessary in the future every effort will be made to keep dues at modest levels.

4. What personnel commitments are expected of member agencies?

IL-TERT anticipates member agencies would assign at least one Telecommunicator to the program, however; such assignment is not a requirement of membership.



5. What are the requirements for a Telecommunicator to participate in the program?

The selection criterion is at the discretion of the member agency with the expectation that selected Telecommunicators have: superior skill levels, the ability to work as a strong team player, and work in environmentally adverse conditions.

APCO and NENA developed and adopted an ANSI standard for the TERT program and IL-TERT adopted the standard as its guiding document.

The ANSI standard recommends all participating Telecommunicators have a minimum of three years of experience, EMD certified, and complete ICS 100, 200, 700, and 800 training. Supervisors must have three years of supervisory experience, and complete IS 100, IS 200, and IS 700 training.

6. What are the training requirements for taskforce Telecommunicators?

In addition to the ICS courses all team members must complete Basic TERT Awareness (available on-line), and Field Communications, available only in a classroom setting.

Taskforce members are also expected to participate in actual field exercises from time to time. Such exercises are considered critical in an effective program as they allow for: operations in simulated disaster events; provide participants from different areas the opportunity to work as a team, and in some cases, permit TERT members to interface with operations of the Illinois Transportable Emergency Communications System (ITECS) communications interoperability suites.

7. Are participants from my agency required to respond to all deployments?

No. Participation in any deployment is completely voluntary. It is recognized that staffing demands may prevent participation in any given deployment or training exercise. It is also understood that agencies may recall deployed personnel for any reason deemed appropriate.

8. What sort of supervision will be provided during a deployment?

Each deployment will have at least one Team Leaders to provide supervisory authority over team members and interface with the Incident Command structure.

9. How will reimbursement be handled for a deployment?

In situations where a state emergency has been declared, reimbursement will be handled in the same manner as with law enforcement or fire responders. An out-of-state deployment will be handled under the terms of an Emergency Management Assistance Compact (EMAC), which would qualify for reimbursement.

If a deployment is made in-state without a state emergency declaration, i.e.: a mutual aid response, each responding agency will be responsible for its own expenses without the expectation of reimbursement.



10. What sort of liability protection is afforded to my agency and my employees while participating in the program?

Member agencies must demonstrate proof of insurance coverage for: comprehensive liability, contractual liability, personal injury, property damage, workers' compensation, or proof of self-insurance. If applicable, emergency medical services professional liability will also be required.

Each participating agency will be covered by the Indemnification provision of the IL-TERT Intergovernmental Agreement (Section IX).

Notwithstanding the above provisions, it is common knowledge that any governmental agency can be sued at any time and in any case. Unfortunately, IL-TERT can offer no additional protection which might otherwise be available in your day-to-day operations.

11. How will team members be transported to the deployment site?

Every deployment or exercise situation will be unique, but transportation will be arranged by the State Coordinator on a case-by-case basis. In each event, care will be taken to ensure the safety of responding personnel and to minimize costs. In some cases, it may be necessary for team members to respond in their personal vehicles (individually or pooled).

12. What relationship does the TERT program have with other organizations, such as IEMA, ILEAS, and MABAS?

IL-TERT has entered into an Intergovernmental Agreement with IEMA, and a close working relationship with both ILEAS and MABAS.

IL-TERT will provide mutual aid assistance to any active or associate member in the state. In addition, IL-TERT is prepared to respond to any state or Federal declared disaster, or out-of-state EMAC requests.

13. How do I learn more about IL-TERT, or submit a request to join the organization?

Please contact:	STATE COORDINATOR
	Darren Wolf
	Communications Center Manager
	City of Bloomington
	305 S. East St
	Bloomington, IL 61702
	309-275-2400
	dwolf@cityblm.org



IL-TERT MEMBERSHIP CATEGORIES

Illinois TERT has two categories of membership.

Active Member -- Provides each member agency will enter into an Intergovernmental Agreement much like that used by ILEAS and MABAS. Active members have voting rights, and their team members receive specialized training and equipment. The intent is to develop a pool of trained Telecommunicators who are able to provide mutual aid assistance to stricken PSAP's in Illinois, and provide field operations assistance in declared disaster situations either within Illinois or on an Interstate (EMAC) basis.

Associate Member -- Membership in this category requires only an application letter from the chief administrative officer of an agency operating a PSAP (Chief, Sheriff, Agency Director) along with a completed contact form. Associate members do not have voting rights, but qualify to receive local mutual aid from the Active Member team pool. Telecommunicators from Associate Member agencies do not qualify to become team members.

To request either Active or Associate membership, please contact:

STATE COORDINATOR

Darren Wolf Communications Center Manager City of Bloomington 305 S. East St Bloomington, IL 61702 309-275-2400 dwolf@cityblm.org

RESOLUTION NO.

A RESOLUTION OF _____ AUTHORIZING THE EXECUTION OF THE ILLINOIS TELECOMMUNICATOR EMERGENCY RESPONSE TASK FORCE INTERGOVERNMENTAL AGREEMENT

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised jointly with any other unit of local government whether within or outside the State of Illinois; and

WHEREAS, units of local government in Illinois, together with the Illinois Emergency Management Agency (IEMA), have determined that it is in the best interests of the residents of the State of Illinois to establish the Illinois Telecommunicator Emergency Response Task Force (IL-TERT); and

WHEREAS, the purpose of IL-TERT is to provide emergency telecommunications personnel and resources to a stricken unit of local government when natural or man-made occurrences create emergencies that exceed the resources, equipment and/or telecommunications personnel of that unit of local government; and

NOW THEREFORE BE IT RESOLVED BY THE GOVERNING BOARD OF THE ______:

Section 1. That the ______ of the ______ _____ is authorized to execute the Illinois Telecommunicator Emergency Response Task Force Agreement. (A copy of said Agreement is attached hereto and made a part hereof.)

THIS RESOLUTION IS ADOPTED THIS _____ day of ______, 200_, by the vote of the ______.

AYES:	 	
NAYS:	 	
ABSTAIN:		

(Presiding Officer)

ATTEST:

(Clerk or Secretary)

ILLINOIS TELECOMMUNICATOR EMERGENCY RESPONSE TASK FORCE INTERGOVERNMENTAL AGREEMENT

This Agreement is made and entered into on the dates set forth next to the signature of each party hereto, by and between the Agencies of local government and public agencies (the "Agencies") which have approved this Agreement in the manner provided by the law, and have subscribed hereto creating an association by and between these Agencies of government as further enumerated herein (the "Task Force").

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes Agencies of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.)* provides that any power or powers, privileges or authority exercised or which may be exercised by an Agency of local government may be exercised jointly with any other Agency of local government whether within or outside of the State of Illinois; and

WHEREAS, The Intergovernmental Cooperation Act provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract: and

WHEREAS, the Counties Code (55 ILCS 5/5-1005) provides that a county may contract to do all acts necessary to the exercise of its corporate powers; and

WHEREAS, the Fire Protection District Act (70 ILCS 705/11a) provides that a fire protection district may contract for mutual aid from and to governmental Agencies organized to furnish fire protection services; and

WHEREAS, the Municipal Code (65 ILCS 5/I-1-5) authorizes the corporate authorities of a municipality to exercise jointly all powers which it possesses; and

WHEREAS, all parties hereto have determined that it is in their best interests to establish a telecommunicator emergency response task force and to enter into this Agreement to secure to each the benefits of a telecommunicator emergency response task force.

NOW, THEREFORE, in consideration of the foregoing recitals, the Agency's' membership in the Task Force, and the covenants herein contained, the Agencies hereto agree as follows:

SECTION I PURPOSE OF AGREEMENT

This Agreement is made in recognition of the fact that natural or man-made occurrences may result in emergencies that exceed the resources, equipment and/or

telecommunications personnel of an Agency. Each Agency that signs a copy of this Agreement has and does express its intent to aid and assist any other Public Safety Answering Point during an emergency by assigning some of their resources, equipment and/or public safety telecommunications personnel to an affected Agency as circumstances permit and in accordance with the terms of this Agreement. The specific intent of this Agreement is to safeguard the lives, persons and property of citizens during an emergency by enabling other public safety agencies to provide additional resources, equipment and/or public safety telecommunications personnel as needed. It is also understood by the undersigned that training exercises are an integral part of emergency preparedness and such exercises are covered by terms of this Agreement.

Each signatory Agency to this Agreement shall become a member of the Illinois Telecommunicator Emergency Response Taskforce (IL-TERT).

SECTION II DEFINITIONS

For the purpose of this Agreement, the following terms are defined as follows:

Aiding Agency

A participating Agency that provides resources, equipment and/or public safety telecommunications personnel to another Public Safety Agency during an emergency.

Disaster

An occurrence or threat of widespread or severe damage, injury or loss of life or property resulting from any natural or technological cause, including but not limited to fire, flood, earthquake, wind, storm, hazardous materials spill or water contamination requiring emergency action to avert danger or damage, epidemic, air contamination, blight, extended periods of severe and inclement weather, drought infestation, critical shortages of essential fuels and energy, explosion, riot, hostile military or paramilitary action, or acts of domestic terrorism.

Emergency

A natural or man-made situation that threatens or causes loss of life and property and exceeds the physical and organizational capabilities of an Agency of local, state or federal government whether it is within or outside the State of Illinois. Any out-of-state response shall be authorized by the Illinois Emergency Management Agency (IEMA) under auspices of the EMAC compact, with all expenses reimbursable with funds administered by IEMA.

Public Safety Telecommunications Personnel:

A full-time employee of a participating Agency engaged in an aspect of public safety telecommunications broadly construed to include professionally trained telecommunicators, supervisory and management personnel; telecommunications technicians and Information Technology personnel.

Mutual Aid

A prearranged written agreement and plan whereby regular response and assistance is provided in the event of a natural or man-made emergency.

Participating Agency

An Illinois Municipality, County, Fire Protection District or Intergovernmental Public Safety Telecommunications Agency that commits itself to this Mutual Aid Agreement by having an authorized representative sign this Agreement.

<u>State</u>

The term state refers exclusively to the State of Illinois.

Stricken Agency

An Agency that has primary jurisdiction over the site of the emergency but due to insufficient resources, equipment and/or public safety telecommunications personnel is unable to provide an adequate response to an emergency without the assistance of others.

SECTION III AGREEMENT TO EFFECTUATE THE MUTUAL AID PLAN

The undersigned Agency agrees that in the event of an emergency or emergency preparedness training exercise, it will respond, according to the IL-TERT plan, to requests for assistance by a stricken Public Safety agency with such public safety telecommunications personnel, equipment, facilities, or services as in the opinion of the aiding Agency can be made available. Provided, however, that the undersigned Agency reserves the right to refuse to render assistance or to recall any or all rendered assistance, whenever it believes that such refusal or recall is necessary to ensure adequate protection of its own jurisdiction or personnel. The withdrawing agency shall give the Stricken Agency as much notice as possible of its intent to withdraw.

It is expected that requests for mutual aid under this Agreement will be initiated only when the needs of the stricken Public Safety Agency exceeds its own resources. Aiding Agencies will be released and returned to their own jurisdictions as soon as the situation is restored to the point where the stricken Public Safety Agency is able to satisfactorily handle the situation with its own resources or when an aiding agency decides to recall its assistance.

Whenever an emergency is of such magnitude and consequence that it is deemed advisable by the senior officer present of the stricken Public Safety Agency to request assistance from IL-TERT, he or she is hereby authorized to notify the designated Call-Out Center which in turn will launch the IL-TERT activation plan. Alternatively, the IL-TERT plan may be requested by the Illinois Emergency Management Agency (IEMA).

It is expressly understood that any request for an IL-TERT member Agency response for out-of state public safety telecommunication mutual aid under terms of the Emergency Management Assistance Compact (EMAC) will require the written approval of the Chief Executive Officer of the IL-TERT member Agency.

At the emergency site, the most senior officer of the stricken Public Safety Agency or most senior Incident Command Official who is present shall assume full responsibility and command for operations at the scene. Public safety telecommunications personnel from an aiding Agency shall report to and shall work under the direction and supervision of said command official. Provided, however, that at all times, the personnel of an aiding Agency shall remain an employee of its own agency. While working under the direction of the stricken agency or Incident Command Official, public safety telecommunications personnel shall only be required to respond to lawful orders. All services performed under this Agreement shall be rendered without expectation of reimbursement, regardless of the possibility of reimbursement from the requesting agency or other sources.

SECTION IV ADMINISTRATIVE ORGANIZATION

This Agreement shall be administered by a Board of Directors composed of a chairperson, vice-chairperson, secretary, and treasurer, and one representative from each of the Illinois Emergency Management Agency regions. The elected Board of Directors may appoint such ex-officio members to the Board as it deems necessary.

The method of election shall be prescribed in the organization's by-laws.

All documents, records, minutes and other items essential to the administration of the Task Force shall be stored under the direction of the current Chairperson.

The Board of Directors may form subcommittees from time to time, to further the objectives of Task Force.

Supplies and equipment shall be purchased in the name of the Task Force and title, where appropriate, shall be held in the name of the Task Force.

The Board of Directors shall be responsible for developing by-laws necessary to implement this Agreement. The original set of by-laws shall be adopted by a majority vote of the members.

SECTION V AUTHORITY TO ENTER INTO CONTRACTS

A. The Board of Directors has the express authority to associate with individuals, associations, and corporations in any manner not prohibited by law on behalf of the Task Force and for activities consistent with the Task Force's purpose and intent.

B. The Board of Directors has the express authority to enter into contracts on behalf of the Task Force for the purchase of goods and services that are consistent with the Task Force's purpose and intent. Each contract shall set forth fully the purposes, powers, rights, obligations and responsibilities of the Task Force and all other parties to the contract.

SECTION VI JURISDICTION OVER PERSONNEL AND EQUIPMENT

Personnel and equipment dispatched to aid a Stricken Agency pursuant to this Agreement remain employees, property and responsibility of the Aiding Agency. The Aiding Agency, at all times, retains the right to withdraw any and all aid rendered upon order of its Director or his/her designee; provided, however, that the Aiding Agency that intends to withdraw aid shall give as much notice as possible to the most senior officer of the Stricken Agency or the Incident Commander of the withdrawal and the extent of the withdrawal of aid.

SECTION VII FINANCES

A. Personnel and equipment provided pursuant to this Agreement under emergency conditions as defined herein shall be provided at no charge to the Stricken Agency, except as set forth herein or in the policies and procedures.

B. Reimbursement of unusual and burdensome costs may be set forth in Task Force policies and procedures as adopted and amended from time to time.

SECTION VIII

A. Each Agency participating under the terms of this Agreement shall procure and maintain, at its sole and exclusive expense, insurance coverage including comprehensive liability, contractual liability, personal injury, property damage, workers' compensation, and. if applicable, emergency medical services professional liability, with such limits of coverage and deductibles as are prudent and reasonable for the protection of itself, its personnel and its equipment or in the alternative be self-insured with reserves sufficient to meet anticipated claims.

B. A Stricken Agency shall have no obligation to provide or extend insurance coverage to insure the personnel of any Aiding Agency or to insure the acts or omissions of personnel of the Aiding Agency.

C. The Board of Directors may require each member Agency to provide insurance certificates to the Chairperson identifying the Agency's coverage. Such Certificate shall provide that thirty (30) days prior to expiration or cancellation of the required insurance, notice shall be sent certified mail to the Chairperson of the Board of Directors.

SECTION IX

A. Each Agency agrees to waive all claims against all other Agencies for any loss, damage, personal injury, or death occurring in consequence of the performance of

this Agreement; provided however, that such claim is not a result of gross negligence or willful misconduct by an Agency or its personnel.

B. Each Agency requesting or providing aid pursuant to this Agreement hereby expressly agrees to hold harmless, indemnify, and defend the Agency rendering aid and its personnel from any and all claims, demands, liability, losses, suits in law, or in equity which are made by a third party. This indemnity shall include attorney's fees and costs that may arise from providing aid pursuant to this Agreement. All employee benefits, wage and disability payments, pensions, workers' compensation claims, damage to or destruction of equipment and clothing, and medical expenses of the Agency rendering aid shall be the sole and exclusive responsibility of the respective Agency, provided, however, that claims made by a third party are not caused by gross negligence or willful misconduct on the part of the Agency rendering aid.

C. Each Agency, whether an Aiding Agency or Stricken Agency, agrees that, except as otherwise provided herein, it shall remain solely and exclusively responsible for the employee benefits, wage and disability payments, pensions, workers' compensation claims, medical and hospitalization claims of its employees and agents, and for its own property loss.

D. Each Agency agrees to raise before any court all civil immunity provided pursuant to 745 ILCS 10/1 *et seq.* as affirmative defenses in any litigation brought by anyone whereby, as a result, any Agency to this Agreement is a defendant.

SECTION X NON-LIABILITY FOR FAILURE TO RENDER AID

No Agency, nor its agents or personnel, shall be liable to any other Agency, whether expressly or impliedly, for its failure or refusal to render aid pursuant hereto, nor for the withdrawal of aid, in whole or in part, which has been provided pursuant to this Agreement.

SECTION XI TERM

This Agreement shall be in effect for a term of one year from the date of signature hereof and shall automatically renew for successive one-year terms unless terminated in accordance with this Section.

Any Agency may withdraw from this Agreement at any time, by giving written notice to the Chairperson of the Board of Directors of the Task Force specifying the date of termination. The written notice provided herein shall be given by certified mail, at least ninety (90) days prior to the date on which termination is to be effective. All terminations shall be effective on the last day of the calendar month. Any unilateral withdrawal shall result in forfeiture of all sums of money or property of any kind contributed by the withdrawing member.

SECTION XII EFFECTIVE DATE OF THIS AGREEMENT

Each Agency shall file a copy of its certified executed ordinance or resolution entering into this agreement with the Chairperson of the Task Force, once elected. The Task Force shall be considered operational when five (5) or more agencies have signed this Agreement.

SECTION XIII IDENTIFICATION OF MEMBERS

In view of the fact that full membership in the Task Force is open to any Public Safety Answering Point in the State of Illinois, it is impossible to identify all members at the inception of the program. Appendix A will identify all signatory agencies. Appendix A will be updated as an addendum to this Agreement shortly after individual governmental entities execute said Agreement and addendums will be distributed to all member agencies.

SECTION XIV BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of any successor entity that may assume the obligations of an Agency. However, this Agreement may not be assigned by any member Agency without the prior written consent of the Task Force, and this Agreement may not be assigned by the Task Force without the prior written consent of all member Agencies. This agreement supersedes and replaces any and all previous agreements.

SECTION XV VALIDITY

The invalidity of any provision of this Agreement shall not render invalid any other provision. If, for any reason, any provision of this Agreement is determined by a Court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed severable, and this Agreement may be enforced with that provision severed or as modified by court order.

SECTION XVI NOTICES

All notices required hereunder shall be made in writing and shall be served personally, by registered mail, certified mail, traceable private courier service, electronic mail or facsimile transmission to the Director of each Agency which is a signatory hereto, unless otherwise provided for in this Agreement.

SECTION XVII GOVERNING LAW

This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of Illinois.

SECTION XVIII AMENDMENTS

This Agreement may be amended only by the written consent of two-thirds of the member Agencies provided, however, that this Section has no application to the amendment of the by-laws or the mutual aid policies and procedures which may be made, and amended, from time to time by the Task Force as provided in this Agreement and otherwise.

SECTION XIX RECITALS

All of the above recitals are made a part of this Agreement.

SECTION XX SIGNATORIES

The signatory of the Agency certifies that this Mutual Aid Agreement, for the Illinois Telecommunicator Emergency Response Taskforce (IL-TERT), has been adopted and approved by ordinance, resolution, memorandum of understanding or other manner approved by law, a copy of which document is attached hereto.

Name of Municipality, County or Intergovernmental Public Safety Telecommunications Agency

Signature of President, Mayor, Chairman or other Chief Executive Officer (if applicable)

Title

Date

APPENDIX A

MEMBERSHIP

- 1. Governmental Entity PSAP Name PSAP Director Name PSAP Address City & Zip
- 2. Governmental Entity PSAP Name PSAP Director Name PSAP Address City & Zip

BYLAWS

OF

THE ILLINOIS TELECOMMUNICATOR EMERGENCY RESPONSE TASKFORCE

Approved and Adopted By the Board May 9, 2006 Amended – February 10, 2009 Amended – December 8, 2009 Amended – December 13, 2011

BYLAWS

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ARTICLE I GENERAL

Section 1 Name

1.1 The name of the organization is: Illinois Telecommunicator Emergency Response Taskforce (IL-TERT).

Section 2 Location

- 2.1 The location of the principal office shall be determined by the Board of Directors ("Board").
 - 2.1.1 In addition, IL-TERT may maintain other offices and facilities either within or without the State of Illinois as determined by the Board from time to time.
 - 2.1.2 The Board may from time to time change the address of the principal office of IL-TERT by duly adopted resolution.

Section 3 Purpose and Powers

- 3.1 IL-TERT is organized to provide a system of Mutual Aid among participating Public Safety Answering Points (PSAPs).
- 3.2 IL-TERT will also support the response to major incidents with tactical dispatch personnel.
- 3.3 IL-TERT may offer assistance to entities outside the State of Illinois.

Section 4 Authority

- 4.1 Intergovernmental Mutual Aid Agreements established the Illinois Telecommunicator Emergency Response Taskforce in 2006.
- 4.2 Taskforce membership is in full force and in effect with the passage and approval of a companion ordinance, resolution, or other legally binding document by a participating Agency, in the manner provided by law, and executed by a representative of a participating Agency who has the legal authority to sign and enter into this Agreement on behalf of the Agency.

ARTICLE II MEMBERSHIP

Section 1 General Membership

- 1.1 Membership shall be limited to Active and Associate members.
 - 1.1.1 Active members shall be Agencies that have fully executed intergovernmental agreements signed with IL-TERT.
 - 1.1.2 Associate members shall be Agencies that have not executed an intergovernmental agreement with IL-TERT, or agencies, a County, or local government within the State of Illinois, that works in support of a PSAP.

Section 2 Membership Process and Ratification

- 2.1 The Board of Directors of IL-TERT shall be the sole authority in determining membership status.
- 2.2 The Board of Directors by a majority vote shall approve or disapprove the classification of membership as either Active or Associate.
- 2.3 A vote on a membership application may be considered at a regularly scheduled meeting of the Board of Directors.
- 2.4 Alternatively, upon receiving verification from the IL-TERT State Coordinator that all appropriate membership application documentation has been received, the President may call for an immediate electronic vote. A majority of the Board is required to approve a membership application. However, a single negative vote will cause the matter to be deferred to the next regular meeting of the Board. Non-voting Board members shall be considered abstentions and not negative votes. Electronic votes must be returned within seven business days.
- 2.5 Any membership vote taken electronically shall be placed on the next meeting agenda to note the results of the vote, and to be recorded in the meeting minutes.

Section 3 Voting Privileges

- 3.1 Only Active member Agencies shall have full voting authority.
 - 3.1.1 Each Agency shall have one vote.
 - 3.1.2 The Agency Director, or their designee, shall have the authority to cast the vote on behalf of the Agency.
- 3.2 Associate members may vote on issues at the committee level.

Section 4 Termination of Membership

- 4.1 Members who fail to meet their obligations in accordance with the terms of the Intergovernmental Mutual Aid Agreement, or these Bylaws, or are found responsible for any behavior detrimental to public safety communications, or whose continued membership would prove detrimental to IL-TERT, may be suspended or expelled from membership by a two-thirds vote of the Board.
- 4.2 Prior to the initiation of any disciplinary action against a member, the member will be notified of a hearing and shall have a right to, via conference call, address the Board.

ARTICLE III DIRECTORS

Section 1 Designation

- 1.1 The Board of Directors of IL-TERT shall consist of the following:
 - 1.1.1 A President, Vice President, Secretary/Treasurer, and eight (8) Regional Representatives.
 - 1.1.1.1 A Regional Representative shall be elected to represent each of the eight (8) regions as currently defined by the Illinois Emergency Management Agency (IEMA).
- 1.2 All Directors of IL-TERT shall serve without compensation.

Section 2 Duties and Authority

- 2.1 The duties of the President shall be:
 - 2.1.1 Preside at all meetings of the Board of Directors.
 - 2.1.2 Appoint committees in accordance with Article VII of these Bylaws.
 - 2.1.3 Carry out the purposes of IL-TERT as set forth in these Bylaws.
 - 2.1.4 Make appointments to fill Board vacancies.
 - 2.1.5 Make non-voting ex officio member appointments to the Board.
 - 2.1.6 May sign, with the Secretary/Treasurer or any other elected officers, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution has been expressly delegated by the Board of Directors to some other officer or agent of IL-TERT, or required by law to be otherwise signed or executed.
 - 2.1.7 The President, in general, shall perform all duties incidental to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.
- 2.2 The duties of the Vice President shall be:
 - 2.2.1 In the absence of the President, shall perform all duties of the President. At such times, the Vice President shall have all the powers of and be subject to all the restrictions placed upon the President.
 - 2.2.2 Perform other duties and exercise other authority as may be delegated or assigned by the President from time to time.

- 2.3 The duties of the Secretary/Treasurer shall be:
 - 2.3.1 Have the responsibility for the maintenance of the financial affairs of IL-TERT.
 - 2.3.2 Prepare a financial status report for each Board meeting.
 - 2.3.3 Be authorized to endorse, or cause to be endorsed in his/her name, on behalf of IL-TERT, all checks, notes, or other obligations and evidence the payment of monies paid by IL-TERT coming into the possession of the Secretary/Treasurer, or other officers or employees.
 - 2.3.3.1 The Secretary/Treasurer and one of the other officers shall have signatory authority on all IL-TERT accounts.
 - 2.3.4 Ensure all funds received by or on behalf of IL-TERT are promptly deposited in such banks or trust companies as may be selected as depositories of IL-TERT by the Board, and shall also ensure that all securities are placed in safe-keeping in the manner directed by the Board. Secretary/Treasurer will hold funds as a cash balance if the fund balance is less than \$500.
 - 2.3.5 Maintain the system of accounts and reports and provide for general oversight.
 - 2.3.6 Perform all duties, which are incidental to the office of Secretary/Treasurer, subject, at all times, to the direction and control of the Board.
 - 2.3.7 Perform other duties and exercise other authority as may be delegated or assigned by the President from time to time.
 - 2.3.8. Serve as the Secretary for all meetings of IL-TERT
 - 2.3.9 Provide for the notice, recording, maintenance, and the recording of minutes of all meetings of IL-TERT.
 - 2.3.10 Perform other duties and exercise other authority as may be delegated or assigned by the President from time to time.
- 2.4 The duties of the Regional Representatives shall be:
 - 2.4.1 Perform duties and exercise authority as delegated or assigned by the President or the Board.
- 2.5 The officers shall have the authority to take all appropriate actions and to perform all duties required to accomplish the purposes of IL-TERT.
- 2.6 The officers shall cause to be promulgated an operational plan for giving and receiving aid under the provisions of the Intergovernmental Mutual Aid Agreement.

Section 3 Candidates for Office

- 3.1 Active members, at the Agency Management level, may hold the office of President, Vice President, Secretary/Treasurer, or Regional Representative in IL-TERT.
 - 3.1.1 Presidential candidates must have written permission from their employer to be eligible to run for office and serve, if elected.
- 3.2 Active members can only run for one position / office at one time.

ARTICLE IV STATE COORDINATOR

Section 1 Appointment

- 1.1 There shall be the appointed position of IL-TERT State Coordinator. The State Coordinator is the single point of contact responsible for managing the IL-TERT program and coordinating TERT deployments. The Coordinator may be an individual that has had a previous close association with IL-TERT and who has an understanding and appreciation of TERT goals and operational procedures.
- 1.2 A majority vote of the Board of Directors is required for the appointment of the State Coordinator.
- 1.3 The State Coordinator may be an IL-TERT officer or a Regional Director of IL-TERT except that the President shall not be eligible to serve as State Coordinator.
- 1.4 Unless the State Coordinator is also an IL-TERT officer or a Regional Director he or she shall be a non-voting ex-officio member of the Board, and shall be considered to be in a position of staff support.
- 1.5 It is recommended, but not required, that the State Coordinator have completed the ICS 300 & ICS 400 courses, so as to better manage TERT team deployments.

Section 2 Duties

- 2.1 The State Coordinator shall provide administrative support as needed. Duties shall include but not be limited to:
 - 2.1.1 Provide liaison to potential member agencies.
 - 2.1.2 Provide appropriate membership documents to potential member agencies and provide support in moving the membership process forward.
 - 2.1.3 Maintain files of all membership documents; training, and personnel records.
 - 2.1.4 Assign TERT Team Leaders.
 - 2.1.5 Ensure MOUs are completed.

- 2.1.6 Ensure resource order numbers have been assigned by IEMA.
- 2.1.7 Locate and assign available resources.
- 2.1.8 Assume responsibility to assemble a deployable team.
- 2.1.9 Coordinate transportation during a deployment.
- 2.1.10 In the course of a deployment receives and disseminates to appropriate agencies daily updates.
- 2.1.11 Coordinate communications between deployed TERT members and home agencies.
- 2.1.12 Ensure the completion of all Deployment Review forms.
- 2.1.13 Apply for reimbursement as appropriate.

ARTICLE V BOARD OF DIRECTORS

Section 1 General Powers

1.1 The affairs and activities of IL-TERT shall be managed by and under the direction of its Board of Directors.

Section 2 Meetings

- 2.1 Regular meetings.
 - 2.1.1 The Board shall meet and conduct the business of IL-TERT at such times and places as the President or a majority of the Board shall indicate.
 - 2.1.2 The President shall preside at the meeting and conduct business for IL-TERT.
 - 2.1.3 Minutes of these meetings shall be made available to all members.
- 2.2 Special meetings
 - 2.2.1 At the President's discretion, or a majority of the Board, a special meeting of the Board may be called by giving at least five days advance written and/or electronic notice to each member of the Board, specifying the time, place, and purpose of the meeting.
- 2.3 Quorum
 - 2.3.1 Six (6) members of the Board shall constitute a quorum.
- 2.4 Waiver of notice
 - 2.4.1 Any member may waive notice of any meeting, and attendance of such member at any meeting shall constitute a waiver of notice of such meeting.

Section 3 Action Without Meeting

- 3.1 If a matter shall arise concerning IL-TERT requiring action by the Board, and it is impracticable to wait for the convening of a regular meeting or special meeting, the matter may be submitted in writing, or electronically, to each member entitled to vote thereon, for consideration.
 - 3.1.1 The notice of the proposal shall specify a deadline, not less than seven days from the date of the notice, for voting on the matter submitted.
 - 3.1.2 If approved in writing, or electronically, by a majority of the members of the Board, or the required number of votes that may be specified elsewhere in these Bylaws, the action so approved shall be considered valid the same as though approved at a formal meeting of the Board.
 - 3.1.3 Any action vote taken electronically shall be placed on the next meeting agenda to note the results of the vote, and to be recorded in the meeting minutes.

ARTICLE VI ELECTIONS

Section 1 Procedures

- 1.1 Elections shall be held in September, annually.
- 1.2 All elective positions in IL-TERT shall be elected from nominations by a Nominations Committee appointed by the President in accordance with the Bylaws.
- 1.3 It shall be the duty of the Nominations Committee to provide a slate of qualified candidates to fill the offices of IL-TERT.
 - 1.3.1 There shall be at least one candidate for each open elective position.
 - 1.3.2 When the nomination process produces two or more candidates for an elective position, then that position shall be elected by e-mail ballot.
 - 1.3.3 When the nomination process produces only one candidate for an elective position, then the Nominations Committee Chair shall close the nomination process to elect that individual to the nominated position.

1.3.3.1 Candidates elected by an electronic vote shall take office in accordance to Section 2 of this Article.

- 1.4 Elective positions for which there are two or more duly nominated candidates shall be determined by e-mail ballot according to the following:
 - 1.4.1 To conduct an e-mail vote, a ballot shall be sent to the voting membership and shall consist of the approved slate of candidates, and contain instructions on how to cast an electronic vote which requires replying to the email ballot with a yes or no. In the case of an election for a regional representative, the ballot will also include the proper region of the member. The subject line (or equivalent) should contain the term "ballot".
 - 1.4.2 E-mail ballots shall be returned to the State Coordinator by the date specified on the balloting materials.
 - 1.4.3 The full Nominating Committee will separate e-mail ballots by region and count returned ballots.
 - 1.4.4 Challenges as to the validity of any ballot shall be settled by the Nominating Committee.
 - 1.4.5 The election to office shall be determined by receiving a simple majority (50% plus 1) of the valid ballots cast.
 - 1.4.6 If more than two candidates compete for the same office and a simple majority by one candidate is not achieved, the candidate receiving the most votes shall be declared the winner.
 - 1.4.7 The Nominating Committee Chairperson shall certify the ballot count and forward the results to the President.

Section 2 Term

- 2.1 The President, Vice-President, Secretary/Treasurer and the Regional Representatives shall serve for a term of two (2) years.
 - 2.1.1 The President, Secretary/Treasurer and the Regional Representatives from Regions Three, Seven, Nine, and Eleven shall be elected to two year terms every odd year.
 - 2.1.2 The Vice-President and the Regional Representatives from Regions Two, Four, Six, and Eight shall be elected to two year terms every even year.
- 2.2 Normally, officers shall be installed following the results of the election being certified by the Board.
- 2.3 Officers may be installed at such other time as may become necessary due to the filling of a vacancy or other cause.
- 2.4 All Officers must remain an employee of an Active Member Agency. If the Officer is no longer employed by an Active Member Agency, then the position will be determined to be vacant and subject to Section 3 of this Article.

Section 3 Vacancies in Office

- 3.1 Vacancies in the office of President shall be filled by the advancement in rank, provided that such fulfillment shall be in an acting capacity until the next meeting where the Acting Officer shall be eligible for regular investiture to office.
 - 3.1.1 Such acting capacities shall have no otherwise effect upon their normal terms of office or eligibility thereto.
- 3.2 Vacancies in offices other than that of President shall be filled by appointment by the President with confirmation by a majority of the remaining Board members.
 - 3.2.1 Those individuals appointed to fill a vacancy will serve until the normal expiration for the term of that position.

Section 4 Removal from Office

- 4.1 The impeachment procedure may be initiated by any member of IL-TERT at any time.
- 4.2 The President, Vice-President, Secretary/Treasurer or Regional Representatives may be removed from office only for reason of: malfeasance of duty, nonfeasance of duty, or for committing an act that brings significant discredit to IL-TERT.
- 4.3 The President may suspend an officer from the performance of his/her duties during the period between that officer being impeached and the members adjudicating the matter. In the event the President is impeached, then the senior member of the Board of Directors, who was not impeached, may suspend the President from the performance of his/her duties during the period between the President being impeached and the members adjudicating the matter.
- 4.4 The proposal to begin the impeachment procedure shall be submitted by the maker in written or electronic form to the President and its format shall in order be:
 - 4.4.1 Indication of the name of the maker of the proposal;
 - 4.4.2 Indication of the intent of the proposal;
 - 4.4.3 Indication of the Article(s), Section(s) and Paragraph(s) of the Bylaws proposed to be considered as grounds for impeachment.
- 4.5 The President shall convene a special meeting of the Board of Directors to review and consider the proposal to begin impeachment proceedings.
- 4.6 By a two-thirds (2/3) vote of the Board, a member or officer may be impeached for just cause, but before such proceedings become final, the officer shall be accorded all of the legal rights and privileges that are available to citizens of the United Sates, including the right of counsel, to reply to charges and to testify in his/her own behalf before the Board. Said person shall be notified in writing and copies delivered by certified mail, return receipt requested.
- 4.7 If upon completion of the review by the Board, it is deemed necessary to proceed, the President shall direct the Secretary/Treasurer to prepare a special ballot noting the intent of the proposal.

- 4.8 The Secretary/Treasurer shall then disburse the ballot electronically to all current Agencies that are eligible to vote.
- 4.9 The Board shall report the results of the election at the annual membership meeting and following the meeting electronically to all members.
- 4.10 The results of the special impeachment ballot shall be announced to the membership, at which time, if necessary, replacement or succession as defined in Section 3 of this Article shall take place.

Section 5 Suspension from Office

- 5.1 The suspension procedure may be initiated by any member of the Board of Directors.
- 5.2 The President, Vice President, Secretary/Treasurer or Regional Representatives may be suspended from office if they are not able to maintain full-time status with their employer for reasons of suspension, termination, extended medical leave, or for committing an act that brings significant discredit to IL-TERT.
- 5.3 The State Coordinator may be suspended from office if for reasons of an extended medical leave or for committing an act that brings significant discredit to IL-TERT.
- 5.4 The President shall call for a special meeting of the Board of Directors to review and consider the proposal for suspension.
- 5.5 If upon completion of the review by the Board, it is deemed necessary to proceed, a two-thirds (2/3) vote of the Board is necessary to confirm the suspension.
- 5.6 If the Board member or the State Coordinator is suspended the Secretary/Treasurer shall inform the individual in writing of the Board's action.
- 5.7 The President may fill the position by appointment with the concurrence of a majority of the Board for the duration of the suspension.

ARTICLE VII COMMITTEES

Section 1 Committees and Advisory Bodies

- 1.1 The Board may from time to time establish or appoint one or more committees or one or more advisory bodies.
 - 1.1.1 A majority of the membership of any committee or advisory body shall be Active members.
 - 1.1.2 Non-Board members may be appointed to committees and advisory bodies and shall serve at the pleasure of the Board.

ARTICLE VIII ASSET MANAGEMENT

Section 1 Retention

1.1 All rights, title, and interest, both legal and equitable, in and to property of IL-TERT, shall remain in IL-TERT.

Section 2 Release

2.1 IL-TERT property in the hands of others for the purposes of IL-TERT shall be returned to IL-TERT immediately upon demand.

Section 3 Dissolution

3.1 Should IL-TERT be dissolved, all of its interests and assets shall be distributed to an organization or organizations of similar purposes as selected by a two-thirds (2/3) vote of an Annual Meeting Quorum, or similarly by the Board of Directors if done between

ARTICLE IX RULES OF ORDER

Section 1 Parliamentary Authority

1.1 The Rules contained in "Robert's Rules of Order, Revised" shall govern IL-TERT in all cases to which they are applicable, and in which they are not inconsistent with the Bylaws or the special rules of order of IL-TERT.

ARTICLE X AMENDMENT

Section 1 Requirements

- 1.1 The Bylaws of IL-TERT may be amended only by a two-thirds (2/3) majority vote of the Board except as provided for under Section 1.3 of this Article.
- 1.2 A proposal to amend the Bylaws of IL-TERT shall be honored from any Active member.
 - 1.2.1 Errors in the format of such proposal shall not be sufficient cause for rejection.
- 1.3 The Board may make non-substantive changes to the Bylaws in order to correct errors in grammar, punctuation, spelling, cross-references when the correct cross-reference is obvious and the use of incorrect words when the correct word is obvious, and may adjust the numbering of individual sections to maintain proper numerical sequence and to maintain a consistent style and format of section numbering but not to change the relative order of individual sections.
 - 1.3.1 Non-substantive changes to the Bylaws shall require only a majority vote for approval.

Section 2 Procedures

- 2.1 An amendment proposal shall be submitted, by the maker, in written form to the President.
- 2.2 Its format order shall be:
 - 2.2.1 The name of the maker of the proposal;
 - 2.2.2 Indication of the intent of the proposal;
 - 2.2.3 Indication of the meeting where consideration is desired;
 - 2.2.4 Indication of the Article(s), Section(s) and Paragraph(s) of the Bylaws proposed to be amended;
 - 2.2.5 Proposed amended language.
- 2.3 Drafting of Resolutions to Amend
 - 2.3.1 A resolution to amend the Bylaws of IL-TERT shall be based upon the required amendment proposal and the guidance of the President.
 - 2.3.2 If desired the Secretary/Treasurer shall assist in drafting the amendment.
 - 2.3.3 A copy of the draft resolution shall be provided to the maker prior to consideration for his/her concurrence.
- 2.4 Quorum Revision of Resolutions
 - 2.4.1 A Board meeting quorum may amend and revise the language of a proposed resolution to amend, by majority vote on each such proposed revision.
- 2.5 Effective Dates of Amendments
 - 2.5.1 All amendments passed and adopted by Board in accordance with the Bylaws shall be in full force and effect upon the adjournment of the meeting wherein considered and adopted, provided an exception to this is not otherwise contained in the language of the amending resolution itself.



AGENCY CONTACT FORM

AUTHORIZING AGENCY: Name:	
	(Chief Executive Officer of Authorizing Agency)
Title:	
Governmental Agency	
Address 1:	
Address 2:	
City & Zip:	
Telephone:	
E-mail:	
PRIMARY CONTACT AT MEMB Name:	ER PSAP
Title:	
Address 1:	
Address 2:	
City & Zip:	
Telephone:	
E-mail:	
SECONDARY CONTACT AT ME Name:	MBER PSAP
Title:	
Address 1:	
Address 2:	
City & Zip:	
Telephone:	
E-mail:	

IL I	ILLINOIS TELECOMMUNICATOR EMERGENCY RESPONSE TASKFORCE (TERT)
	MEMBER AGENCY INFORMATION
AGEN	<u>NCY:</u>
AGEN	
ADDF	RESS:
CITY:	STATE: ZIP:
	TACTS:
AGEN	NCY HEAD: TERT CONTACT:
EMEF	RGENCY PHONE NUMBER:
<u>SERV</u>	/ICES:
SER∖	/ICES: POLICE FIRE FIRE/EMS COMBINDED
EMD:	YES NO AVERAGE HOURLY RATE:
<u>STAF</u>	F NUMBERS:
EMD	#:LAW #: FIRE/EMS #: CALL TAKERS #:
MAXI	MUM NUMBER OF STAFF AVAILABLE TO RESPOND TO A DEPLOYMENT:
AGEN	NCY EQUIPMENT:
CAD	SYSTEM:
PHON	NE SYSTEM:
RADI	O SYSTEM:
EMD	PROTOCOLS:
AGEN	NCY HEAD SIGNATURE DATE
	DO NOT WRITE BELOW THIS LINE – TERT USE ONLY
	MEMBER TYPE: ACTIVEASSOCIATE DATE JOINED: REGION:



TEAM MEMBER APPLICATION

TEAM MEMBER:

FULL NAME:	AGENCY:
JOB TITLE:	DIRECT DIAL PHONE:
EMAIL:	FAX NUMBER:
CELL PHONE:	CELL PHONE CARRIER:
DRIVERS LICENSE NUMBER:	STATE:

MEMBERSHIP TYPE:

TERT CONTACT SUPERVISOR TE	AM LEADER TELECOMMUNICATOR
DISPATCH EXPERIENCE: POLICE FII	RE EMD CERTIFIED: YES NO
YEAR STARTED DISPATCHING:	INTERSTATE DEPLOYABLE: YES NO
AGENCY HEAD: YES NO	

TRAINING CERTIFICATES:

ICS-100 ____ ICS-200 ____ ICS-700 ____ TERT AWARENESS ____

Please attach copies of certification, if you have not completed Field Communications training.

ISSUED EQUIPMENT:

<u>1 x GEAR BAG:</u> YES ___ NO ____

<u>1 x VEST:</u> YES ___ NO ___

AGENCY HEAD SIGNATURE

DATE