

ORDINANCE 2016-26

ORDINANCE OF THE CITY OF STREATOR AUTHORIZING THE EXECUTION OF AN  
INTERGOVERNMENTAL AGREEMENT ESTABLISHING AND AUTHORIZING THE  
OPERATION OF A 9-1-1 JOINT AUTHORITY KNOWN AS THE  
VERMILION VALLEY REGIONAL EMERGENCY COMMUNICATIONS AUTHORITY

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970 authorizes and promotes intergovernmental cooperation; and

WHEREAS, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et. seq.*, further authorizes and promotes intergovernmental cooperation; and

WHEREAS, the municipalities of Streator, Pontiac, Fairbury, and Dwight and Livingston County have entered into an intergovernmental agreement whereby Livingston County provides emergency dispatch services to the other municipalities, counties and units of local governments that are parties to the agreement or may become parties to the agreement in the future; and

WHEREAS, in accordance with the terms of the intergovernmental agreement, Livingston County will be receiving the City of Streator's 9-1-1 surcharge funds, as well as the 9-1-1 surcharge funds of the other parties to the intergovernmental agreement; and

WHEREAS, Section 15.4 of the Emergency Telephone System Act, 50 ILCS 750/15.4, requires the establishment of a joint emergency telephone system board to receive and authorize all disbursements from 9-1-1 surcharge funds; and

WHEREAS, the establishment of the Joint 9-1-1 authority as provided for in the intergovernmental agreement complies with the provisions of the Emergency Telephone System Act.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Streator, LaSalle and Livingston Counties, Illinois as follows:

Section 1: The City Council finds the recitals contained in the preambles are true and correct and incorporate them into this ordinance by this reference.

Section 2: The intergovernmental agreement to establish and operate a Joint 9-1-1 Authority, which shall be in substantially the form attached hereto and made a part of this ordinance by this reference, is hereby approved.

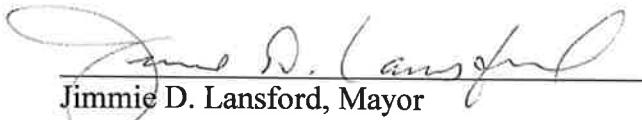
Section 3: The Mayor and City Clerk are hereby authorized and directed to execute the intergovernmental agreement herein provided for, and to do all things necessary and essential including the execution of any further agreements, instruments, documents and certificates incidental thereto or necessary to carry out the provisions and effectuate the purpose thereof.

Section 4: All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed insofar as they conflict herewith.


Section 5: This ordinance shall be immediately in full force and effect after passage and approval as provided by law.

Passed by the City Council of the City of Streator, LaSalle and Livingston Counties, Illinois at a regular meeting thereof held on the 16<sup>th</sup> day of **November, 2016**, and approved by the Mayor on the same day.

APPROVED:

  
Jimmie D. Lansford, Mayor

ATTEST:

  
Linda J. Underwood, City Clerk

RECORD OF THE VOTE	Yes	No	Abstain	Absent
Mayor Jimmie D. Lansford	√			
Councilwoman Tara Bedei	√			
Councilman Ed Brozak	√			
Councilman Brian Crouch	√			
Councilman William Phelan	√			

**AN INTERGOVERNMENTAL AGREEMENT  
TO ESTABLISH A 9-1-1 AUTHORITY KNOWN AS  
THE "VERMILION VALLEY REGIONAL EMERGENCY COMMUNICATIONS  
AUTHORITY" FOR THE OPERATION AND MAINTENANCE OF  
A COMBINED DISPATCH AND COMMUNICATION SYSTEM**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is entered into on the Effective Date hereinafter set forth, by the City of Fairbury, an Illinois municipal corporation ("Fairbury"), the City of Pontiac, an Illinois municipal corporation ("Pontiac"), the City of Streator, an Illinois municipal corporation ("Streator"), the Village of Dwight, an Illinois municipal corporation ("Dwight"), and the County of Livingston, Illinois, an Illinois municipal corporation ("Livingston"), (collectively referred to as the "Original Member Entities", "Member Entities" or "Parties", and individually referred to as a "Party"), to provide for the establishment and governance of a 9-1-1 Authority known as the "Vermilion Valley Regional Emergency Communications Authority" (also referred to as "VVRECA" or "Authority" or "Vermilion Valley JETSB") in order to implement, operate and maintain a centralized, combined emergency services dispatch and communication system that will deliver more efficient and enhanced 9-1-1 services and wireless E-9-1-1 services (the "System") for the benefit of the residents, property owners, business owners and the general public within the collective service territories of the Parties.

**RECITALS**

**WHEREAS**, the Emergency Telephone System Act (50 ILCS 750/1 *et seq.*), as amended by Public Act 99-006 (effective July 2, 2015), requires covered units of local government to consolidate 9-1-1 services and wireless E-9-1-1 services. The new version of Section 15.4 of the Emergency Telephone System Act (50 ILCS 750/1 *et seq.*), as amended by Public Act 99-006, authorizes two or more municipalities that impose a surcharge pursuant to 50 ILCS 750/15.3 to establish by intergovernmental agreement a Joint Emergency Telephone System Board ("JETSB"), provided that the local Emergency Telephone System Boards ("Local ETSB") are terminated by ordinances that rescind their establishment, authority and operational functions. The Original Member Entities have already established and operate a JETSB known as "LIVCOM JETSB". Upon approval of this Agreement, the LIVCOM JETSB shall be renamed as "Vermilion Valley JETSB"; and

**WHEREAS**, LIVCOM JETSB currently operates its own public safety answering point ("PSAP") located at 844 West Lincoln Street, Pontiac, Illinois, which will continue to be the primary PSAP serving the Original Member Entities (the "Vermilion Valley PSAP"). LIVCOM JETSB has entered into a PSAP Backup Agreement with METCOM PSAP located at 2411 East Empire Street, Bloomington, Illinois 61704, which agreement will be assigned to the Authority as part of the approval of this Agreement. In compliance with the mandatory consolidation regulations set forth in Section 15.4 of the Act (50 ILCS 750/15.4), as amended by Public Act 99-006, the Parties have reduced the number of operational PSAPs within their respective service territories via consolidation; and

**WHEREAS**, the Emergency Telephone System Act (50 ILCS 750/1 *et seq.*) and the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 *et seq.*) authorize the collection of certain surcharges to assist with the delivery of 9-1-1 services and wireless E-9-1-1 services (collectively referred to as "surcharges" or "surcharge funds") and to defray the costs associated with operating the Authority, the System and the Vermilion Valley PSAP. This Agreement provides for the funding sources and cost sharing obligations of the Parties in regard to the Authority and its operation of the System and the Vermilion Valley PSAP. The Parties recognize that the cost sharing obligations are necessary because the anticipated surcharge funds to be received by the Vermilion Valley JETSB will not fully fund the operations, maintenance, upgrades and

staffing of the Authority, the System and the Vermilion Valley PSAP, and, therefore, additional funds from each of the Parties will be needed; and

**WHEREAS**, prior to the approval of this Agreement, each of the Original Member Entities has already adopted rescinding ordinances that eliminate the establishment, authority and operational functions of their respective Local ETSBs. If necessary, any new Party to this Agreement shall adopt a rescinding ordinance that eliminates the establishment, authority and operational functions of its respective Local ETSB. Under ordinances approving this Agreement, each Party is required to direct that its respective surcharge funds collected and distributed by the State of Illinois or any other surcharge collecting agency or entity be paid to the Vermilion Valley JETSB for the time period that the Party is subject to this Agreement; and

**WHEREAS**, the Parties have prepared and filed a consolidation plan application with the Illinois Commerce Commission ("ICC"), dated December \_\_, 2015, seeking regulatory approval (a) of this Agreement and (b) to operate the Authority, the System and the Vermilion Valley PSAP, as a consolidated dispatch center serving all of the Parties ("Consolidation Application"). Now that the ICC approval has been granted, the governance, funding, cost sharing obligations, operations, maintenance, upgrades and staffing of the Authority, the System and the Vermilion Valley PSAP will be governed pursuant to this Agreement, and, in particular, in accordance with the attached document entitled "Governance and Operating Regulations and Bylaws for the Vermilion Valley Regional Emergency Communications Authority" (the "Bylaws"), a copy of which is marked as Exhibit "1" and made a part hereof; and

**WHEREAS**, it is the desire of the Parties to jointly establish, maintain and operate the Authority, the System and the Vermilion Valley PSAP for the purpose of providing a more efficient, enhanced communication services for ambulance, fire, law enforcement, public safety and other emergency medical services, including but not limited to 9-1-1 services, E-9-1-1 Services and wireless E-9-1-1 services and dispatch communication services, for the mutual benefit of the current and future members of the Authority (the "Services") and to provide such Services, in part or in full, on a contract basis to other public agencies who do not become parties to this Agreement; and

**WHEREAS**, each Party has determined that entering into this Agreement is in their own best interests and in the mutual interests of all of the Parties; and

**WHEREAS**, the respective corporate authorities of the Parties have authorized and directed the execution of this Agreement by adoption of ordinances, in substantially the same format and content. The authority to enter into this Agreement is granted by Article VII, Section 10 of the 1970 Constitution of the State of Illinois, the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*), the Emergency Telephone System Act (50 ILCS 750/1 *et seq.*) and the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 *et seq.*), Section 11-5.3-1 of the Illinois Municipal Code (65 ILCS 5/11-5.3-1), the Department of State Police Law (20 ILCS 2605-52 (Office of Statewide 9-1-1 Administrator)) and the applicable provisions of the Illinois Administrative Code (83 Ill. Admin. Code § 725.200(i)) (the "Applicable Governing Statutes").

**NOW, THEREFORE**, in consideration of the mutual agreements and covenants contained herein, and upon the further consideration stated in the foregoing Recitals, it is agreed by the Parties as follows:

1. **Incorporation.** The foregoing Recitals are a material part of this Agreement and are incorporated in this Section as if they were fully set forth herein.

2. **Agreement; Bylaws.** The governance, funding, cost sharing obligations, operations, maintenance, upgrades and staffing of the Authority, the System and the Vermilion Valley PSAP will be governed pursuant to this Agreement, and, in particular, in accordance with the attached Governance and Operating Regulations and Bylaws for the Vermilion Valley Regional Emergency Communications Authority” (the “Bylaws”) (**Exhibit “1”**) are incorporated by reference into this Agreement and made a part hereof.
3. **Amendments.**
  - A. **Approval by the Parties.** Amendments to this Agreement or the Bylaws that pertain to changes to the agreed upon financial terms (i.e., a change to the cost sharing formula(s)) of the Original Members, membership and admission of new Members, scope of Services to be delivered by the Authority that extend beyond what is reasonably contemplated by this Agreement, and other matters not covered under this Agreement or the Bylaws, as amended, shall be by written addendum or amendment duly authorized and adopted by ordinances passed by the corporate authorities of the Parties. Such amendments shall be effective as to all Parties to this Agreement and the Bylaws, provided that the amendments are approved by at least three-fourths (3/4ths) vote of the then current Parties to this Agreement.
  - B. **Approval by the Board of Directors of the Authority (as defined in the Bylaws).** Amendments to any portion of this Agreement or the Bylaws that pertain to administrative or operational matters regarding the Authority, the System and the Vermilion Valley PSAP, including but not limited to the Board of Directors (“Board”), an Emergency Communications Director or any boards/committees and the financial terms (i.e., a change to the cost sharing formula(s)) applicable to the Member Entities and Non-Members, except for the Original Members, shall be authorized by a two-thirds (2/3rds) vote of the total number of Board members (e.g., six (6) affirmative votes required with ten (10) Board members) and do not require approval of the corporate authorities of each of the Parties. Such amendments shall be memorialized in writing, approved by the Board, automatically incorporated into this Agreement or the Bylaws, and transmitted to the corporate authorities of each of the Parties.
  - C. Amendment to this Agreement or the Bylaws may be proposed by any member of the Board.
  - D. The proposed amendment shall be submitted to the Board at least thirty (30) calendar days prior to the meeting of the Board at which such amendment is to be considered.
  - E. No amendment shall be in conflict with this Agreement executed by the Member Entities, or any addendum, the laws of the State of Illinois, the applicable Rules and Regulations of the Illinois Commerce Commission, or the Office of the Illinois State Police’s Statewide 9-1-1 Administrator.
4. **Duration.** This Agreement shall continue in effect until terminated in the manner provided in the Bylaws.
5. **Enforcement.** Each Party shall have the right to enforce this Agreement against any other Party or Parties, as provided for in the Bylaws.

6. **Effective Date.** The "Effective Date" of this Agreement shall be the date that the last authorized signatory signs and dates this Agreement. This Agreement shall become effective only after each of the Original Member Entities have properly and legally passed, approved and published in pamphlet form an ordinance, in substantially the same format and content, agreeing to be bound by the terms of this Agreement, and their respective designated officials have executed this Agreement. As part of the approval of this Agreement, each Party shall deliver to all other Parties a certified copy of a duly enacted ordinance authorizing and directing the execution of this Agreement, as well as a signed signature page of this Agreement. If each of the Original Member Entities have not passed and approved their authorizing ordinances by December 31, 2016, this Agreement may be terminated by the other Original Member Entities who have approved this Agreement. Thereafter, this Agreement shall be binding on all of the Parties that have passed and approved an authorizing ordinance necessary to approve of this Agreement and shall only be terminated in accordance with Article 12 (Withdrawal, Termination and Dissolution) of the Bylaws.
7. **Commencement Date.** The commencement date of the Authority, the System and the Vermilion Valley PSAP under this Agreement shall be on February 1, 2017, or such later date as agreed to by the Parties.
8. **Termination of this Agreement.** This Agreement may be terminated in accordance with Article 12 (Withdrawal, Termination and Dissolution) of the Bylaws.
9. **Withdrawal of a Party.** Any Party to this Agreement may voluntarily withdraw from this Agreement or may be involuntarily removed from this Agreement in accordance with Article 12 (Withdrawal, Termination and Dissolution) of the Bylaws.
10. **Dissolution of the Authority.** The Authority may be dissolved in accordance with Article 12 (Withdrawal, Termination and Dissolution) of the Bylaws.

**IN WITNESS WHEREOF**, the Parties hereto have caused their respective corporate seals to be hereunto affixed and attested and their respective authorized officials to execute this Agreement. This Agreement may be executed in duplicate originals.

**SIGNATURE PAGES TO FOLLOW**

**SIGNATURE PAGE FOR  
CITY OF PONTIAC**

IN WITNESS WHEREOF, the below authorized officials of the City of Pontiac have signed this Agreement pursuant to legal authorization granted to him/her under Article VII, Section 10 of the 1970 Illinois Constitution, the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*), Section 11-5.3-1 of the Illinois Municipal Code (65 ILCS 5/11-5.3-1), the Emergency Telephone System Act (50 ILCS 750/1 *et seq.*), the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 *et seq.*), the Department of State Police Law (20 ILCS 2605-52 (Office of Statewide 9-1-1 Administrator)), the applicable provisions of the Illinois Administrative Code (83 Ill. Admin. Code, § 725.200(i)) and the corporate approval granted by passage of an Ordinance by the Corporate Authorities of the City of Pontiac.

**City of Pontiac**

By: \_\_\_\_\_

Name: \_\_\_\_\_  
Mayor, City of Pontiac

Date: \_\_\_\_\_, 201\_\_.

**Attest:**

\_\_\_\_\_  
Name: \_\_\_\_\_  
City Clerk, City of Pontiac

Date: \_\_\_\_\_, 201\_\_.

**SIGNATURE PAGE FOR  
CITY OF STREATOR**

IN WITNESS WHEREOF, the below authorized officials of the City of Streator have signed this Agreement pursuant to legal authorization granted to him/her under Article VII, Section 10 of the 1970 Illinois Constitution, the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*), Section 11-5.3-1 of the Illinois Municipal Code (65 ILCS 5/11-5.3-1), the Emergency Telephone System Act (50 ILCS 750/1 *et seq.*), the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 *et seq.*), the Department of State Police Law (20 ILCS 2605-52 (Office of Statewide 9-1-1 Administrator)), the applicable provisions of the Illinois Administrative Code (83 Ill. Admin. Code, § 725.200(i)), and the corporate approval granted by passage of an Ordinance by the Corporate Authorities of the City of Streator.

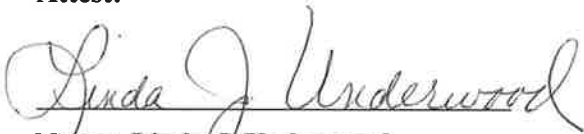
**City of Streator**

By: 

Name: **Jimmie D. Lansford**  
Mayor, City of Streator

Date: November 17, 2016.

**Attest:**



Name: **Linda J. Underwood**  
City Clerk, City of Streator

Date: November 17, 2016.



**SIGNATURE PAGE FOR  
CITY OF FAIRBURY**

IN WITNESS WHEREOF, the below authorized officials of the City of Fairbury have signed this Agreement pursuant to legal authorization granted to him/her under Article VII, Section 10 of the 1970 Illinois Constitution, the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*), Section 11-5.3-1 of the Illinois Municipal Code (65 ILCS 5/11-5.3-1), the Emergency Telephone System Act (50 ILCS 750/1 *et seq.*), the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 *et seq.*), the Department of State Police Law (20 ILCS 2605-52 (Office of Statewide 9-1-1 Administrator)), the applicable provisions of the Illinois Administrative Code (83 Ill. Admin. Code, § 725.200(i)), and the corporate approval granted by passage of an Ordinance by the Corporate Authorities of the City of Fairbury.

**City of Fairbury**

By: \_\_\_\_\_

Name: \_\_\_\_\_  
Mayor, City of Fairbury

Date: \_\_\_\_\_, 201\_\_.

**Attest:**

\_\_\_\_\_  
Name: \_\_\_\_\_  
City Clerk, City of Fairbury

Date: \_\_\_\_\_, 201\_\_.

**SIGNATURE PAGE FOR  
VILLAGE OF DWIGHT**

IN WITNESS WHEREOF, the below authorized officials of the Village of Dwight have signed this Agreement pursuant to legal authorization granted to him/her under Article VII, Section 10 of the 1970 Illinois Constitution, the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*), Section 11-5.3-1 of the Illinois Municipal Code (65 ILCS 5/11-5.3-1), the Emergency Telephone System Act (50 ILCS 750/1 *et seq.*), the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 *et seq.*), the Department of State Police Law (20 ILCS 2605-52 (Office of Statewide 9-1-1 Administrator)), the applicable provisions of the Illinois Administrative Code (83 Ill. Admin. Code, § 725.200(i)), and the corporate approval granted by passage of an Ordinance by the Corporate Authorities of the Village of Dwight.

**Village of Dwight**

By: \_\_\_\_\_

Name: \_\_\_\_\_  
Mayor, Village of Dwight

Date: \_\_\_\_\_, 201\_\_.

**Attest:**

\_\_\_\_\_  
Name: \_\_\_\_\_  
Village Clerk, Village of Dwight

Date: \_\_\_\_\_, 201\_\_.

**SIGNATURE PAGE FOR  
COUNTY OF LIVINGSTON, ILLINOIS**

IN WITNESS WHEREOF, the below authorized official of the County of Livingston, Illinois has signed this Agreement pursuant to legal authorization granted to him/her under the Constitution of the State of Illinois (Ill. Const. Art. VII, Section 10), the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*), the Emergency Telephone System Act (50 ILCS 750/1 *et seq.*), the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 *et seq.*), the Department of State Police Law (20 ILCS 2605-52 (Office of Statewide 9-1-1 Administrator)), the applicable provisions of the Illinois Administrative Code (83 Ill. Admin. Code, § 725.200(i)), and the corporate approval granted by passage of an Ordinance by the corporate authorities of the County of Livingston, Illinois.

**County of Livingston, Illinois:**

\_\_\_\_\_  
Name: \_\_\_\_\_  
Livingston County Board Chairman

Date: \_\_\_\_\_, 2016

**Attest:**

\_\_\_\_\_  
Name: \_\_\_\_\_

Title \_\_\_\_\_

Date: \_\_\_\_\_, 2016

## EXHIBIT "1"

### GOVERNANCE AND OPERATING REGULATIONS AND BYLAWS FOR THE VERMILION VALLEY REGIONAL EMERGENCY COMMUNICATIONS AUTHORITY

#### ARTICLE 1 FORMATION; PURPOSE; LEGAL STATUS

- 1.0 **Formation.** The Vermilion Valley Regional Emergency Communications Authority (also referred to as "VVRECA" or the "Authority") is a cooperative venture voluntarily established by the Original Member Entities by an intergovernmental agreement entitled "An Intergovernmental Agreement To Establish A Joint 9-1-1 Authority Known As The "Vermilion Valley Regional Emergency Communications Authority" For The Operation And Maintenance Of A Combined Dispatch And Communication System" and dated \_\_\_\_\_, 2016, which was entered into by them in accordance with Article VII, Section 10 of the 1970 Constitution of the State of Illinois, the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*), the Emergency Telephone System Act (50 ILCS 750/1 *et seq.*) and the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 *et seq.*), Section 11-5.3-1 of the Illinois Municipal Code (65 ILCS 5/11-5.3-1), the Department of State Police Law (20 ILCS 2605-52 (Office of Statewide 9-1-1 Administrator)) and the applicable provisions of the Illinois Administrative Code (83 Ill. Admin. Code § 725.200(i)) (the "Applicable Governing Statutes").
- 1.1 As part of the creation of the Authority, the Original Member Entities are establishing a Joint Emergency Telephone System Board ("JETSBS"), which shall be referred to as the "Vermilion Valley JETSBS". The existing "LIVCOM JETSBS", which each of the Original Member Entities are the only members of, is renamed to be the Vermilion Valley JETSBS.
- 1.2 **Purpose.** The Authority has been established for the purpose of providing facilities, equipment, personnel, software and hardware, data processing and all other services necessary or incidental to: (1) the provision of emergency and/or municipal dispatch and 9-1-1 communication services and wireless E-9-1-1 communications services in regard to ambulance, fire, law enforcement, public safety and other emergency medical services within the service territories of the Parties; (2) to administer the receipt and allocation of the surcharge funds and other revenues based on a cost-sharing formula or as otherwise directed in these Bylaws to assist in funding the operations, maintenance and staffing of the Authority, the System and the Vermilion Valley PSAP; and (3) the implementation of the Agreement.
- 1.3 **Legal Status.** The Authority shall be considered a "9-1-1 Authority" as defined at Section 2 of the Act (50 ILCS 750/2).
- 1.4 **Authority Address.** The "Principal Office" address for the Authority (a/k/a the Vermilion Valley JETSBS) shall be: 844 West Lincoln Street, Suite B, Pontiac, Illinois 61764.
- 1.5 **Meeting Place.** The Board and any Board subcommittee shall hold their respective meetings at the Principal Office, or such other location(s) within the service territory of the Authority as determined by the Board in accordance with the Illinois Open Meetings Act (5 ILCS 120/1 *et seq.*) ("OMA").

#### ARTICLE 2

## DEFINITIONS

### 2. Definitions. The following terms shall be defined as follows:

- 2.1 **Annual Budget means:** The Budget adopted annually that provides for the annual operations, maintenance and capital needs of the Authority to operate the System and the Vermilion Valley PSAP and includes the Capital Budget and the Operating Budget.
- 2.2 **Annual Operating Costs means:** Costs relating to the operations of the System and the Authority, including costs related to salaries, employment benefits, insurance, equipment, technology, overhead, outside vendors and utilities.
- 2.3 **Annual Service Fees (also referred to as "Participation Fees") means:** Annual (or periodic) fees, determined by the Board, payable by each Member Entity to pay for the annual operations, maintenance, upgrades and capital needs of the Authority as a condition of the Member Entity's continued participation in the Authority and continued receipt of the Services. The Annual Service Fees shall be based on a formula(s) set forth in these Bylaws or as otherwise established by the Board, in its sole discretion, and from time to time may be amended. The Board, in its sole discretion, may establish one level of Annual Service Fees and additional other fees charged to the Original Member Entities and one or more other levels of Annual Service Fees and additional other charges payable by other Parties who do not participate at the same level as the Original Member Entities and to Non-Members (e.g., other counties, municipalities, fire protection districts, other units of local government and/or public safety agencies) who may receive some type of Services from the Authority pursuant to a service agreement.
- 2.4 **Board of Directors ("Board") means:** Governing body charged with carrying out the business of the Vermilion Valley Regional Emergency Communications Authority, a 9-1-1 Authority, to be composed of appointed representatives from Member Entities.
- 2.5 **Capital Budget means:** The portion of the Annual Budget that provides for the annual capital needs of the Authority to acquire and maintain, upgrade, repair and replace the System or portions thereof in order to deliver Dispatch Services, including new equipment, technology (software, hardware, computers, servers, etc.) and improvements to the buildings that house the System and the Authority dispatch operations and personnel.
- 2.6 **Capital Equipment Fund means:** The Fund that the Authority shall maintain to hold funds for the purpose of purchasing or acquiring capital equipment for use by the Authority.
- 2.7 **Capital Implementation Budget means:** A budget that identifies and provides for all initial start-up costs related to the buildings, equipment and implementation of the System.
- 2.8 **Capital Implementation Costs means:** Any costs related to the start-up of the System, including any acquisition and maintenance, upgrades, repair or replacement of the System or portions thereof such as equipment, technology (software, hardware, computers, servers, etc.) and improvements to the buildings that house the System and the Authority dispatch operations and personnel.
- 2.9 **Capital Cost means:** Any costs related to the maintenance, upgrades, repair or replacement of the System or portions thereof, such as any equipment, technology (software, hardware, computers, servers, etc.) and improvements to the buildings that house the System and the Authority dispatch operations and personnel.
- 2.10 **Dispatch and Communication System ("System") means:** A centralized, combined emergency services dispatch and communication system, including the facilities, equipment, personnel, software and hardware, data processing and all other services necessary or incidental to the provision of emergency and/or municipal dispatch and 9-1-1 communication services and wireless E-9-1-1 communications services within the service territories of the Authority.
- 2.11 **Dispatch Services means:** The transmitting or receiving of communications requesting emergency response and management services and police protection/fire protection/emergency

medical and ambulance services by the Authority dispatch personnel and the communication by the dispatch personnel to available police/fire/emergency medical and ambulance personnel in order to deliver police protection/fire protection/emergency medical and ambulance services to the requestor. Dispatch Services includes communications requesting public works services that are needed to respond to emergency situations.

- 2.12 **Emergency Telephone System Fund means:** The Fund that the Authority shall maintain to receive surcharge monies collected by the Member Entities for use and expenditure only in accordance with applicable laws and regulations, including the Emergency System Telephone Act (50 ILCS 750/1 *et seq.*), as amended. The fund shall be a separate interest-bearing bank account that the Board, on behalf of its Members and in the name of the Vermilion Valley JETSB, shall maintain to receive surcharge monies paid to it by the State of Illinois, who collects such surcharge funds on behalf of the Parties.
- 2.13 **ETSB / Other Source Grant Fund means:** The separate interest-bearing bank account(s) that the Board, on behalf of its Members and in the name of the Vermilion Valley JETSB, shall maintain to receive "Grant Funds" (as defined below) paid to it by the State of Illinois, or any county or federal agency or any other lawful source for the benefit of the Authority, the System, any of the Parties or any of the PSAPS covered by the Agreement. The Grant Funds shall be used and spent only in accordance with the grant requirements and restrictions and all applicable laws and regulations.
- 2.14 **Grant Funds means:** The funds that are awarded by any private or public entity to or for the benefit of the Authority, the System, the Vermilion Valley JETSB, any of the Parties or any of the PSAPS covered by the Agreement. The Authority, the Vermilion Valley JETSB, any of the Parties or any of the PSAPS covered by the Agreement may apply for any grant funds in furtherance of the objectives of the Agreement. "Unspecified grant funds" are those funds awarded to the Authority, the Vermilion Valley JETSB, any of the Parties or any of the PSAPS covered by the Agreement, that may be used by the Authority, in its respective discretion, in furtherance of the objectives of the Agreement. "Specified grant funds" are funds that are awarded to or for the benefit of the Authority, the Vermilion Valley JETSB, any of the Parties or any of the PSAPS covered by the Agreement that shall be spent only in accordance with the specific grant award restrictions.
- 2.15 **Local ETSB Reserves means:** The monies held by each Party's Local ETSB in accordance with the applicable sections of the Act and the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 *et seq.*) for payment of eligible expenses, which, upon termination of the Local ETSB, will be paid to the Vermilion Valley JETSB. There will be no allocation of the Local ETSB Reserves based on any allocation formula provided for by the Agreement or these Bylaws.
- 2.16 **Participation Fee (or Participation Fees) means: (See also Annual Service Fee.)** The annual (or periodic) fees payable by each Member Entity as a condition of membership in the Authority that covers its respective portion of the anticipated operating costs and capital costs incurred or to be incurred in the establishment and operations of the Authority and the System, and a portion of the annual, ongoing Operating Costs and Capital Costs of the Authority and the System that each new Member Entity is obligated to contribute towards its continued membership in the Authority.
- 2.17 **Original Member Entities means:** Livingston County, Illinois, the City of Fairbury, the City of Pontiac, the City of Streator and the Village of Dwight, who were the first entities to approve the Agreement.
- 2.18 **Non-Refundable Capital and Operating Participation Fee means:** The fee payable by each Member Entity as a condition of membership in the Authority that covers a portion of the Capital Costs incurred in the establishment of the Authority and a portion of the ongoing Operating Costs of the Authority that the new Member Entity is obligated to contribute towards, and, if necessary, the payment of additional Capital Costs needed to update the

equipment and facilities to allow for the service of the new Member Entity and not diminish the existing service level of the other Member Entities, as determined by the Board, in its sole discretion, based on information provided by the Emergency Communications Director (as defined in Article 7 below), any Authority-retained consultant and/or the Authority's auditor. For the Original Member Entities, this Non-Refundable Capital and Operating Participation Fee shall consist of the initial contributions, and any supplemental contributions (See **Section 6.12** below), by each Member Entity to the Capital Equipment Fund, the Capital Implementation Costs and the Start-Up Operating Costs.

- 2.19 **Member Entity (or Member Entities) means:** Any municipality, fire protection district or unit of local government that agrees to participate in the Authority by approving the Agreement, as amended, and has been accepted and authorized to participate in the Authority in accordance with the terms of the Agreement. This definition also includes any other provider of public safety services, which has a responsibility for the provision of life-safety services and other public safety services and which is allowed by Illinois law to contract or otherwise associate with other local government entities for such purposes. In the event that legislation changes the corporate name or composition of any Member Entity, its successor entity shall continue to participate under the Agreement, unless its continued participation is prohibited by law or is no longer feasible or practical due to changes in its operating or budgetary authority as a result of the legislation.
- 2.20 **Non-Member means:** Any municipality, fire protection district, unit of local government, other person or private or public entity that receives certain Services from the Authority pursuant to a participation agreement or a service agreement. A two-thirds (2/3rds) vote by the Board members then-holding office is required to approve a participation agreement or a service agreement to compensate the Authority for the provision of certain Services to a Non-Member. The Authority may, but is not obligated to, provide Services or Enhanced Services to Non-Members.
- 2.21 **Operating Budget means:** The portion of the Annual Budget that provides for the annual operating needs and expenses of the Authority to operate and maintain the System in order to deliver Dispatch Services, including costs related to salaries, employment benefits, insurance, outside vendors and utilities.
- 2.22 **Operating Costs means:** Any costs incurred by the Authority related to operating the System and the buildings, including salaries, employment benefits, insurance, outside vendors and utilities.
- 2.23 **Party or Parties means:** All local governmental entities that have become signatories to the Agreement.
- 2.24 **Services (Base Services) means:** The basic level of communication services for ambulance, fire, law enforcement, public safety and other emergency medical services, including but not limited to 9-1-1 services and wireless E-9-1-1 services and dispatch communication services delivered the Original Member Entities and any future Member Entities, who are approved for membership in the Authority. Non-Members of the Authority may receive Base Services or may receive less than Base Services based on the terms of a participation agreement or a service agreement. The Board shall determine the scope and extent of Services that will be provided to all Parties, which will impact the Services Fees paid by the Parties.
- 2.25 **Enhanced Services;** Parties may enter into agreements for communications services beyond what is included in "base services," but any Party desiring services beyond "Base Services" will be required to compensate the Authority through negotiated payments or in-kind services, all of which shall be included in a service agreement between the Member Entity, Non-Member Entity for customized services and the Board.
- 2.26 **Start-Up Operating Budget means:** A budget that identifies and provides for all initial start-up costs related to the operations of the buildings, equipment and implementation of the

- System, including salaries, employment benefits, insurance, outside vendors and utilities.
- 2.27 **Start-Up Operating Costs means:** Any initial start-up costs related to the buildings, equipment and implementation of the System, including salaries, employment benefits, insurance, outside vendors and utilities.
- 2.28 **Recapture Fee means:** The fee, determined by the Board, in its sole discretion, based on information provided by the Emergency Communications Director, any Authority-retained consultant and/or the Authority's auditor, shall be paid by any withdrawing or terminated Member Entity to reimburse the other Member Entities for all incurred but unpaid or to be incurred debt service payments relating to the Authority, incurred but unpaid or to be incurred Operating Costs, and unamortized Capital Costs incurred or paid for by the Authority. These Capital Costs include, but are not limited to, any type of Authority-related improvements to the buildings or structures owned by the withdrawing or terminated Member Entity that were used by the Authority or capital equipment incorporated into the buildings or structures that were part of the Authority's System and those improvements will no longer be available to the Authority or the other Member Entities after the Member Entity withdraws from or terminates its participation in the Authority, or upon dissolution of the Authority or the termination of the Agreement. Any Party that elects to withdraw from the Authority, as provided herein, that has received equipment originally purchased by the Authority (or its predecessor entity, LIVCOM and Livingston County, shall reimburse the Authority for said equipment on a pro-rata base on the equipment's depreciated value over the equipment's expected design life. The purpose of the Recapture Fee is to avoid unjust enrichment of those Member Entities who are obligated to pay part of the debt obligations of the Authority that they are obligated to pay as part of their membership in the Authority, who have received Services but not paid their fair share, and who have had their buildings and structures improved and have other capital equipment incorporated into those buildings or structures at the expense of the Authority, and then, upon withdrawal from or dissolution of the Authority or termination of the Agreement, those Member Entities retain the value of such improvements.
- 2.29 **Reserve Fund means:** The monies retained by the Authority in an account that equals a certain percentage of the typical Annual Operating Costs held in reserve for use to meet ordinary and necessary disbursements for administrative operation expenses, maintenance and capital needs and other lawful purposes of the Authority in emergency or special circumstances. As part of its fiscal policies, the Board, in its sole discretion, shall set the percentage amount of funds retained in the Reserve Fund based on information provided by the Emergency Communications Director, any Authority-retained consultant and/or Authority's auditor.
- 2.30 **Wireless Service Emergency Fund means:** The separate interest-bearing bank account(s) that the Board, on behalf of its Members and in the name of the Vermilion Valley JETSB, shall maintain to receive surcharge monies paid to it by the State of Illinois, who collects such surcharge funds on behalf of the Parties. Surcharge monies shall be used and spent only in accordance with applicable laws and regulations, including the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 *et seq.*) and the Emergency System Telephone Act (50 ILCS 750/1 *et seq.*), as amended.



**ARTICLE 3**  
**PUBLIC SAFETY ANSWERING POINTS, DISPATCH CENTER AND FACILITIES**

**3. Consolidation of PSAPS.**

- 3.1 **Primary PSAP.** LIVCOM JETSB currently operates its own public safety answering point ("PSAP") located at 844 West Lincoln Street, Pontiac, Illinois, which will continue to be the primary PSAP serving the Original Member Entities (the "Vermilion Valley PSAP") upon the formation of the Vermilion Valley JETSB. The Authority's primary PSAP will be the Vermilion Valley PSAP, which is where Authority dispatchers and other Authority employees will work on a daily basis and provide Dispatch Services (also referred to as the "Dispatch Center"). The Dispatch Center shall be used as the primary storage facility for all of the computer servers and other technology necessary to operate the Vermilion Valley PSAP and the System. The Vermilion Valley PSAP shall be operated, maintained and staffed by the Authority and will receive surcharge funds and other funding in accordance with the Agreement.
- 3.2 **Back-Up PSAP.** LIVCOM JETSB has entered into a PSAP Backup Agreement with METCOM PSAP located at 2411 East Empire Street, Bloomington, Illinois 61704, which agreement will be assigned to the Authority as part of the approval of the Agreement. In compliance with the mandatory consolidation regulations set forth in Section 15.4 of the Act (50 ILCS 750/15.4), as amended by Public Act 99-006, the Parties have reduced the number of operational PSAPs within their respective service territories via consolidation.
- 3.3 **Service Territory.** The service territory of the Vermilion Valley PSAP shall match the service territories of the Member Entities and any service territories that the Authority is contractually obligated to serve under participation agreements or service agreements entered into with all Non-Member Entities and the Member Entities.
- 3.4 **Transition to Vermilion Valley PSAP.** Until the Vermilion Valley PSAP commences active dispatching operations under the Agreement, the Original Member Entities shall continue to be served by LIVCOM PSAP. After the Vermilion Valley PSAP is operational, the Member Entities shall share in the costs related to funding the operations, maintenance, upgrades and staffing of the Vermilion Valley PSAP in accordance with the terms of the Agreement.
- 3.5 **Expansion of 9-1-1- Service Territory.** The Vermilion Valley PSAP will not expand its 9-1-1 dispatch service territory without first providing written notice of an intent to expand the service territory and obtaining the approval of the Board by a two-thirds (2/3rds) vote of the total number of the Board members. The expansion of service territory that requires adding one or more additional units of local government to the Board will require, at a minimum: (a) new member approval by the Board, as required by the Agreement, and approval of an addendum to the Agreement, (b) re-allocation and re-calculation of the cost sharing formula regarding the surcharge funds and other revenues, (c) the filing of an updated application for approval by the State 9-1-1 Administrator, and (d) the new member to pay for the administrative and legal costs associated with obtaining membership, preparation of an updated consolidation plan and filing with the State of Illinois, and any related approvals from the State 9-1-1 Administrator.

- 3.6 **Expansion of Non-9-1-1- Service Territory.** The Vermilion Valley PSAP may expand its non-9-1-1 dispatch service territories, subject to a two-thirds (2/3rds) vote of the Board.
- 3.7 **Provision of Dispatch Services.** Dispatch Services shall be provided by the Authority in accordance with the Authority's Dispatch Center Policies and Procedures Manual, as adopted, maintained and updated by the Board upon recommendation of the Emergency Communications Director. A copy of the Authority's Dispatch Center Policies and Procedures Manual shall be incorporated by reference into the Agreement and these Bylaws and made a part hereof.
- 3.8. **Lease of Dispatch Center.**
- 3.8.1 **Transfer of Assets.** Upon the effective date of the creation of the Vermilion Valley Regional Emergency Communications Authority (on or about December 1, 2016), LIVCOM shall cease to exist. At that time, equipment and other non-building and non-real estate assets of LIVCOM shall remain the property of Livingston County, but shall, in the aggregate, be leased to the new Authority for one dollar (\$1.00) per year, which shall be outlined in a lease agreement. The communications towers owned by Livingston County shall remain the property of Livingston County and the Authority shall rent tower space as its needs require.
- 3.8.2 **Lease Terms.** For the duration of the Agreement, the Livingston County agrees to lease the Dispatch Center and all of its fixtures and existing equipment to the Authority, for one dollar (\$1.00) per year, for use in accordance with the terms of a lease agreement and the provisions of the Agreement and these Bylaws. Under the leasehold interests that are created by the Agreement, the Authority and its officials, officers and employees shall have a right of access in Dispatch Center for purposes of maintaining and operating the System and complying with the obligations of the Agreement. Upon termination of the Agreement, the leasehold interests and rights of access that are created by the Lease Agreement and the Agreement that pertain to the Dispatch Center shall terminate without further notice or action by Authority or any Member Entities.
- 3.8.3 **Termination of Agreement.** At the time of termination of the Agreement, title to any and all fixtures, equipment, software or hardware relating to the System or to the Authority's operations that are installed or located within the Dispatch Center shall automatically be declared by the Authority to be surplus property and shall be conveyed to the then-owners of the Dispatch Center, subject to payment of Recapture Fees by the Member Entities who own those buildings. Unless otherwise agreed to in writing, the Authority and the other Member Entities shall not obtain any ownership rights or access rights (beyond the lease-access rights contained in the Agreement) in the Dispatch Center.
- 3.8.4 **Termination or Withdrawal by Livingston County.** In the event that Livingston County withdraws from or terminates its participation in the Authority, then the respective lease arrangement provided by the Agreement and these Bylaws for the Dispatch Center as to the withdrawing party shall also terminate, subject to payment of Recapture Fees as determined by the Board.

- 3.8.5 Training of Dispatch Center Personnel.** All Dispatch Center employees shall be trained, certified and/or receive additional periodic training, on an as-needed basis, at the direction of the Emergency Communications Director, in all technical areas and disciplines relating to the provision of the Dispatch Services and the use of all Dispatch Center equipment, computers and other technology in accordance with applicable laws and regulations and the Dispatch Center Policies and Procedures Manual, including but not limited to: Emergency Medical Dispatch (E.M.D.) protocol, the Law Enforcement Data System program ("LEADS"), the National Crime Information Center program ("NCIC"), the Illinois Commerce Commission 9-1-1 regulations ("ICC 9-1-1"), the Northern Illinois Police Alarm System program ("NIPAS"), the Illinois Law Enforcement Alarm System program ("ILEAS"), the Mutual Aid Box Alarm System program ("MABAS"), and the Illinois Public Works Mutual Aid Network program ("IPWMAN").
- 3.8.6 Radio Transmission Intergovernmental Cooperation Agreement.** The Board, with input from the Emergency Communications Director and any technology consultants, shall evaluate and determine what radio frequency transmission system ("RFTS") is required for the Authority and the Vermilion Valley PSAP for purposes of operating a police department-related RFTS and a fire department RFTS to serve the Member Entities and to comply with its obligations under any related intergovernmental agreements such as a backup PSAP agreement. The Authority shall obtain and comply with all applicable Federal Communications Commission ("FCC"), state, county and local radio license, equipment and operational laws and regulations.
- 3.8.7 Radio Transmission Obligations.** The Member Entities and any Non-Members, at their own cost, are required to obtain, maintain and upgrade, as needed, their own radio infrastructure and radio signals to be delivered to the Vermilion Valley PSAP or the Authority Backup PSAP and to receive such radio signals from the Vermilion Valley PSAP or the Authority Backup PSAP in a manner that is compatible with the capabilities of the RFTS operated by the Vermilion Valley PSAP and the Authority Backup PSAP.
- 3.8.8 Registration and Certification.** The Emergency Communications Director, or his/her designee, shall communicate with and prepare and file all required documents with the Office of Statewide 9-1-1 Administrator of the Illinois Department of State Police and such other local, county, state and federal regulatory agencies to obtain and then maintain and update the Authority's regulatory registrations, certifications, licenses and approvals.
- 3.8.9 Accreditation.** The Board, with input from the Emergency Communications Director, may explore and evaluate options for applying for and receiving accreditation status from national and State recognized accreditation organizations that pertain to the Services performed by the Authority. The Board may determine the viability of and timetable for pursuing accreditation from one or more accreditation organizations after evaluating and determining that the Authority has adequate staffing and budgetary resources to pay for the costs associated with achieving and maintaining accreditation status.
- 3.8.10 Member Equipment.** Each Member Entity shall be responsible for the costs of acquisition, installation and maintenance of the equipment which is unique to that Member Entity and not a benefit to the Authority or the Vermilion Valley PSAP as a whole. Examples of such unique equipment include, but are not limited to, squad car,

ambulance and fire equipment radios, and wireless phones and pagers. Any dispute which arises as to whether the cost or expense of any such equipment or service should be borne by a Member Entity or by the Authority shall be resolved under Section 11.4 (Dispute Resolution; Negotiation) below.

#### **ARTICLE 4 MEMBERSHIP**

- 4.0 **Members.** The City of Pontiac, the City of Streator, the Village of Dwight, the City of Fairbury and the County of Livingston are the Original Member Entities. Additional members may join the Authority, subject to approval by a two-thirds (2/3rds) vote of the Board, and, upon such admission, a new Member shall be referred to as an "Associate Member" (defined above) and have those rights as set forth in the Agreement, as amended, any addendum or any participation agreements that the Board approves with the Associate Member. As used in the Agreement, the terms "Member" or "Member Entities" shall refer to both Original Member Entities and Associate Members. In the event that legislation changes the corporate name or composition of any Member, the Member's successor entity shall continue to participate under the Agreement, unless its continued participation is prohibited by law or is no longer feasible or practical due to changes in its operating or budgetary authority as a result of the legislation.
- 4.1 **Non-Refundable Capital and Operating Participation Fee.** As a condition of membership, each Member shall be responsible for paying to the Authority a "Non-Refundable Capital and Operating Participation Fee".
- 4.2 **Associate Members; Eligibility.** All municipalities, fire protection districts and other units of local government, as well as other providers of public safety services, which have a responsibility for the provision of life-safety services and other public safety services and which are authorized by Illinois law to contract or otherwise associate with other local government entities for the purposes heretofore set forth, are eligible to join the Authority as Associate Members, subject to approval of the Board, in its sole discretion, and the provisions of the Agreement, as amended.
- 4.3 **Approval of Associate Members.** Upon approval as required herein, an Associate Member shall have the limited rights and obligations set forth under the Agreement, as amended, and any addendum. Approval of an Associate Member shall be contingent upon each of the following:
- 4.3.1 Execution of an addendum to the Agreement.
- 4.3.2 Delivery to the Authority of a certified copy of a duly enacted ordinance, in proper form, authorizing and directing execution of the addendum to the Agreement, and further agreeing to be bound by the addendum, the Agreement and the Bylaws, as those documents are amended from time to time, and accepting liability for its proportionate share of all existing and future debts and liabilities of the Authority.
- 4.3.3 Payment to the Authority of the "Non-refundable Capital and Operating Participation Fee", a prorated Annual Services Fee, and any other fees, as determined by the Board based on information provided by the Treasurer or any Authority financial consultant. If necessary, the new Member shall pay additional Capital Costs needed by the Authority or the new Member to update the equipment and facilities to allow for the service of the new Member and not diminish the existing service level of the other Member Entities, as determined by the Board based on information provided by the Treasurer or the Authority's financial

consultant. The amount of any additional Capital Costs received shall be credited to those Member Entities that incurred the Capital Costs in accordance with the Agreement or contributed towards items in the Capital Budget and/or the Operating Budget, or paid into the Capital Equipment Fund or the Reserve Fund in allocations as determined by the Board.

- 4.3.4 Timely payment of all required fees or amounts as may be determined by the Board consistent with the provisions of the Agreement and the Bylaws.
  - 4.3.5 The Board's determination that the Authority can adequately serve the new Associate Member without diminishing the ability of the Authority to continue to serve its existing Members and Non-Members.
  - 4.3.6 Approval by a two-thirds (2/3rds) vote of the total number of Board members then holding office.
- 4.4 **Delivery of Services to Non-Members.** Subject to a two-thirds (2/3rds) vote of the total number of Board members then holding office approving a participation agreement or a service agreement to compensate the Authority for the provision of certain Services, the Authority may, but is not obligated to, provide certain communication services for ambulance, fire, law enforcement, public safety and other emergency medical services, including but not limited to 9-1-1 services and wireless E-9-1-1 services and dispatch communication services to Non-Members.
- 4.5 **Termination of Operation of Local Emergency Telephone System Board by Member Entities.** In accordance with 50 ILCS 750/15.4(e), as a condition of approval of and participation under the Agreement, each Member Entity shall no longer continue to operate its local ETSB and shall adopt an ordinance that provides for the termination of its local ETSB. The Original Member Entities have already established and operate a JETSB known as "LIVCOM JETSB". Upon approval of the Agreement, the LIVCOM JETSB shall be renamed as Vermilion Valley Regional Emergency Communications Authority (a/k/a Vermilion Valley JETSB).

## ARTICLE 5

### 9-1-1 AUTHORITY (a/k/a VERMILION VALLEY JETSB)

- 5.0 **Powers.** The Authority shall be governed by the Board of Directors (hereafter the "Board"). The members of the Board shall comprise the members of Authority's Joint Emergency Telephone System Board. All references to "Authority" shall also mean the "Vermilion Valley JETSB", which shall be operated and governed in accordance with the Emergency Telephone System Act (50 ILCS 750/1 et seq.), the Agreement and these Bylaws. The statutory powers and duties of the Vermilion Valley JETSB are set forth in the Emergency Telephone System Act (50 ILCS 750/1 et seq.). The Vermilion Valley JETSB shall comply with applicable laws and the Authority's adopted procurement policies in regard to its expenditures of the surcharge funds and any other funds that are within its statutory jurisdiction. The Board's powers shall include:
- 5.0.1 All powers conferred upon Emergency Telephone System Boards under the Emergency Telephone System Act (50 ILCS 750/1 et seq.), the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 et seq.), Section 11-5.3-1 of the Illinois Municipal Code (65 ILCS 5/11-5.3-1), the Department of State Police Law (20 ILCS 2605-52 (Office of Statewide 9-1-1 Administrator)) and the applicable provisions of the Illinois Administrative Code (83 Ill. Admin. Code. § 725.200(i)), including any future amendments to said statutes and regulations.

- 5.0.2 The Board shall determine and approve the general policies for the Authority and may adopt and amend a set of Bylaws for the Authority.
- 5.0.3 The Board shall approve any new members to the Authority by a two-thirds (2/3rds) vote.
- 5.0.4 Receiving monies from any revenue source authorized by any federal or State law or any surcharge imposed by the Authority or any one of the Member Entities pursuant to applicable local, county, state or federal laws, the Emergency System Telephone Act (50 ILCS 750/1 *et seq.*) and the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 *et seq.*), including any future amendments to said laws and statutes.
- 5.0.5 Authorization to spend the revenue and surcharge funds in accordance with applicable local, county, state or federal laws, Section 15.4 of the Emergency System Telephone Act (50 ILCS 750/1 *et seq.*) and the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 *et seq.*), including any future amendments to said laws and statutes.
- 5.0.6 The purchase or lease or use of facilities for the Services to be provided under the Agreement, with prior consideration of recommendations from the Emergency Communications Director and the Emergency Communications Director.
- 5.0.7 The hiring, directing, compensation, discipline and termination of an Emergency Communications Director whenever, in its judgment, the best interests of the Authority would be served thereby.
- 5.0.8 Approval of the Start-Up Operating Budget and the Capital Implementation Budget, the Annual Budget, including a salary and benefits plan for all Authority personnel, the Capital Budget, the Operating Budget, the Capital Equipment Fund and the Reserve Fund, and use of surcharge funds and wireless surcharge funds for the implementation and operation of the System by a two-thirds (2/3rds) vote of the Board, with prior consideration of the recommendation of the Emergency Communications Director.
- 5.0.9 Reallocate budgeted amounts from one line item to another to the extent necessary to address emergencies and/or changed conditions, based on the recommendation of the Emergency Communications Director.
- 5.0.10 Determine and approve all the contributions due from all the Member Entities relative to the Start-Up Operating Budget, the Capital Implementation Budget, the Annual Budget, the non-refundable Capital and Operating Participation Fee and the Recapture Fee, and determine and approve any payments owed to any Member Entity (if any) that withdraws from or terminates its participation in the Agreement, based on information provided by the Emergency Communications Director, any Authority-retained consultant and/or the Authority's auditor and the recommendations of the Emergency Communications Director.
- 5.0.11 Approve increases in any Capital Budget or Operating Budget that are attached to the Agreement or have otherwise been approved by the Board, as well as any increased contributions resulting from any increase in Capital Budget or Operating Budget, by a two-thirds (2/3rds) vote of the Board, when deemed necessary to further the purposes

of the System, based on information provided by the Emergency Communications Director, any Authority-retained consultant and/or the Authority's auditor and the recommendations of the Emergency Communications Director.

- 5.0.12 Determine and approve any revisions in the data used or the methodology for calculating each Member Entity's share of Authority's Annual Operating Costs, and the non-refundable Capital and Operating Participation Fee, when authorized by the terms of the Agreement by a two-thirds (2/3rds) vote of the Board, based on information provided by the Emergency Communications Director, any Authority-retained consultant and/or the Authority's auditor and the recommendations of the Emergency Communications Director.
- 5.0.13 Approve five-year projection reports of capital equipment needs and costs and Operating Costs by a two-thirds (2/3rds) vote of the Board, based on information provided by the Emergency Communications Director, any Authority-retained consultant and/or the Authority's auditor and the recommendations of the Emergency Communications Director.
- 5.0.14 Contract with other entities, organizations or units of government, including "Non-Members" of the Authority, for the use of Authority facilities, equipment and Services and to approve appropriate rules and charges therefore, based on information provided by the Emergency Communications Director, any Authority-retained consultant and/or the Authority's auditor and the recommendations of the Emergency Communications Director.
- 5.0.15 In its own name, make and enter into contracts, accept contributions, acquire, hold and dispose of property, real and personal, and incur debts, liabilities or obligations necessary for the accomplishment of its purposes, and sue or be sued to enforce its contracts, liabilities and the duties owed it.
- 5.0.16 Contract for the purchase of insurance and employee benefits, and otherwise undertake all actions necessary or incidental to the purposes of the Agreement and these Bylaws or the powers set forth herein which are not otherwise prohibited by the Agreement.
- 5.0.17 Enter into contracts with collective bargaining units or organizations relative to the employment of dispatch personnel and other Authority employees.
- 5.0.18 The hiring of professional architects, engineers and surveyors pursuant to the Local Government Professional Services Selection Act (50 ILCS 510/.01 *et seq.*), including any future amendments to said statute, relative to matters contained in the Annual Budget.
- 5.0.19 Contracting with consultants, auditors and attorneys relative to the Authority matters as provided for in the Annual Budget.
- 5.0.20 Review and declare as "surplus" and approve the disposal of such surplus personal property and real property as determined by the Board in accordance with applicable Illinois laws.

- 5.0.21 Undertake all actions necessary or incidental to the purposes of the Agreement or the powers set forth in applicable State or Federal law, which are not otherwise prohibited by applicable law.
  - 5.0.22 Create and provide direction to committees and subcommittees, as needed.
  - 5.0.23 May create one or more management positions, as needed.
- 5.1 The Board shall, in all cases, exercise its powers in a manner that complies with the Agreement, these Bylaws and all applicable laws, including compliance with all registrations and certifications required by the Office of Statewide 9-1-1 Administrator, and any subsequent amendments to said laws or regulations.
- 5.1.0 **Board Organization**
    - 5.1.1 **Board Composition.** The Board shall be comprised of nine (9) members representing the Member Entities. The governing bodies of the Member Entities shall appoint their Board member representatives. Each Member Entity shall be entitled to at least one (1) voting member of the Board. If the number of Member Entities is less than nine (9) then the remaining Board seats will be filled by appointments from the largest Member Entities on a per capita population basis as determined by the most recent decennial United States census data.. For purposes of this calculation, Member Entity counties shall use the most recent decennial United States census data for population minus the population of Member Entity municipalities in the county. The Board shall appoint one (1) public member to the Vermilion Valley JETSB, who shall meet the eligibility criteria of the Emergency Telephone System Act (50 ILCS 750/4) (as of the effective date of the Agreement: the public member shall be a resident of the local exchange service territory included in the 9-1-1 coverage area of the Authority). The public member: (a) shall be appointed for a one (1) year term; (b) may be appointed to serve consecutive or multiple annual terms; and (c) may be an employee of any of the Member Entities.
    - 5.1.2 **Board Member Term.** The Board members shall serve three-year staggered terms, with three Board seats subject to appointment/re-appointment every year. When the Board is initially constituted, three members will be randomly assigned 3-year terms, three members will be randomly assigned 2-year terms, and three members will be randomly assigned 1 year terms. Upon the expiration of these terms, all Board members will be appointed/re-appointed to 3-year terms.
    - 5.1.3 **Voting.** Each Board member has one (1) vote. Proxy or absentee voting is not allowed. However, each appointing Member Entity may designate a person to serve as an alternate member whenever the regular member is unable to attend at regular and special meetings, and alternates will have the same voting power as the sitting Board member who is absent.
    - 5.1.4 **Eligibility.** Any member of the Board serving on the Board by virtue of his/her government post that subsequently ceases to be an official or employee of their respective Member Entity, shall end their Board membership immediately and the designated alternate (defined below) shall serve. If there is no alternate, then such seat on the Board shall be vacant until a successor is duly appointed by the Member Entity.



- 5.1.5 **Alternate Board Members.** Each Member Entity with two (2) Board members shall name one as the "first member" and one as the "second member." In the event that a Member Entity is set to lose one (1) Board member representative due to the addition of a new Member Entity to the Authority, the "second board member" of the Member Entity losing a seat shall be replaced by the representative of the new Member Entity. The appointed representative of the new Member Entity, who shall be designated in writing by the new Member Entity prior to the signing of an intergovernmental agreement with the Authority, shall be seated immediately following the Board's affirmative vote on the proposed intergovernmental agreement with the new Member Entity. The representative of the new Member Entity shall serve out the remaining term of the outgoing "second member." The last allowable official act of the outgoing "second member" will be the vote on the intergovernmental agreement adding the new Member Entity.
- 5.1.6 **No Compensation.** Members of the Board shall serve on the Board without salary or compensation, but each may be reimbursed for necessary expenses incurred in connection with Authority business.
- 5.1.7 **No Employment with Authority.** No person shall be permitted to be an employee of the Authority, in a full-time, part-time, or contractual capacity, and simultaneously hold a position on the Board, as either a full-time or alternate member.
- 5.1.8 **Administrative Rules.** The Board may make administrative rules governing the appointment to, and service on, the Board so long as they are not in conflict with these Bylaws, Illinois State Law, or the Agreement establishing the Authority. Board administrative rules may include appointment procedures to insure that the Board has the requisite number of public safety officers required by the Act and other applicable state law.

## 5.2 Meetings

- 5.2.1 All Regular and Special meetings of the Board will be called in accordance with the Illinois Open Meetings Act (5 ILCS 120/1 *et seq.*) ("OMA"). Regular meetings of the Board shall be held in Pontiac, Illinois, or at another location selected and determined by a vote of the Board, at least once each month, except as special circumstances may otherwise dictate, at dates, times, and places set by the Board. At least five (5) days prior to each such meeting, the Chairman of the Board shall cause an agenda to be sent to each of the other Board members.
- 5.2.2 A special meeting of the Board may be called by its Chairman or by any three (3) members of the Board as follows:
- a) A minimum of forty-eight (48) hours written notice of special meetings shall be given to each member of the Board in a form which shall include an agenda specifying the subjects of such special meeting.
  - b) Business conducted at said special meeting shall be limited to those items specified in the agenda.
  - c) Notwithstanding the above, an emergency meeting may be called without written notice if a majority of the members agree in writing to hold such a meeting.

- 5.2.3 Unless otherwise specified in these Bylaws, a quorum for the transaction of all business by the Board shall consist of a majority of the Board members, which is five members.
- 5.2.4 Except to the extent that these Bylaws, or any rules adopted by the Board, impose a stricter requirement, all meetings of the Board shall comply with the requirements of the OMA.
- 5.2.5 To the extent not contrary to these Bylaws, Robert's Rules of Order shall govern the conduct of all meetings of the Board.
- 5.2.6 **Electronic Participation in Meetings.** In accordance with the OMA, members of the Board and any advisory committee of the Authority may attend, participate and vote at open and closed public meetings through the use of telephone conference calls or other electronic means in accordance with the rules and procedures set forth below.

**5.2.6.1 Rules and Procedures.**

- A. **Definitions.** The definitions of the terms "meeting," "public body," "other means," "quorum" or any other defined term used in the Agreement, which is also found in the OMA, shall have the same definitions as contained in the OMA, as amended.
- B. **OMA Compliance.** The Board and any advisory committee of the Authority must comply with all of the applicable requirements of the OMA, as amended.
- C. **Quorum.** The Board and any advisory committee of the Authority are prohibited from establishing a quorum to conduct business at an open or closed meeting through attendance by the use of telephone conference calls or other electronic means. A quorum must be physically present at the location of an open or closed meeting. Members who wish to attend a meeting electronically must give notice before the commencement of the meeting to the Secretary, unless advance notice is impractical.
- D. **Meeting Minutes.** Minutes must reflect whether a member is present physically or electronically, regardless of whether any members are attending through the use of a telephone conference call or other electronic means.
- E. **Electronic Attendance and Participation.** As stated in the OMA, provided that the audio, telephone or video conference connection allows the voice of an absent member to be clearly heard by the attendees of the meeting (including the public) and the absent member can clearly hear the voices of the attendees who participate in the meeting, a member of the Board and any advisory committee of the Authority may only attend, participate and vote at an open or closed meeting through the use of a telephone conference call or other electronic means if the member is prevented from physically attending because of:
- (1) personal illness or disability; or
  - (2) employment purposes or the business of the public body; or
  - (3) a family emergency or other emergency.

Where a member of the Board and any advisory committee of the Authority Board is attending the meeting by use of a telephone conference call or other electronic means, the presiding officer shall, immediately after convening of the meeting, announce to the public which member is attending the meeting by use of a telephone conference call or other electronic means, identify the

method of attendance and the reason why the absent member is participating by such means. If the presiding officer attends the meeting through the use of a telephone conference call or other electronic means, he or she shall not be required to vacate the chair and may act in his or her capacity as the presiding officer for the purposes of the meeting despite not being physically present.

The voice of the absent member participating by telephone conference call or other electronic means, after being identified by the presiding officer as belonging to the absent member, shall be simultaneously broadcast to the public present at the meeting so that his or her voice can be heard, and the member shall also be able to hear any discussions of the other members and the public comment regarding any issue discussed at the meeting before a vote is taken.

### 5.3 Officers of the Board

5.3.1 Officers of the Board shall consist of a Chairman and a Vice Chairman. The Chairman and Vice Chairman shall be a member of the Board and shall be elected each year by a majority vote of a quorum of the membership of the Board. The Chairman and Vice Chairman shall hold office for a term of one (1) year. The Chairman and the Vice Chairman may be re-elected for successive terms. Newly elected officers of the Board shall assume their office and duties at the first regular meeting in January of each year.

A. **Chairman.** The Chairman shall:

- a) Conduct meetings of the Board
- b) Sign or co-sign any instruments which the Board has authorized to be executed.
- c) Perform all duties incident to the office of Chairman and such other duties as may be prescribed by the Board from time to time provided that such other duties are consistent with these Bylaws, the Agreement and applicable laws including the applicable Rules and Regulations of the Illinois Commerce Commission or the Office of the Illinois State Police Statewide 9-1-1 Administrator.

B. **Vice Chairman.** In the absence of the Chairman, or in the event of the Chairman's inability or refusal to act, the Vice Chairman shall perform the duties of Chairman until such time as the Chairman again undertakes to perform the duties of his office.

5.4 **Other Officers, Advisors, and Standing Committees.** The Board shall appoint persons to serve as the Board's Secretary and other advisors, as the Board shall from time-to-time determine by vote of the Board.

5.4.1 **Secretary.** The Secretary shall:

- a) Keep the minutes of the Board
- b) See that all notices are duly made given and or published in accordance with the provision of these Bylaws or as required by law.
- c) Act as custodian of the records of the Authority.
- d) Perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him/her by the Board.

- e) The Secretary shall have no vote on the Board or be entitled to any compensation for services rendered as Secretary. However, the Secretary may be reimbursed for necessary expenses incurred in connection with Authority business.

5.4.2 **Treasurer.** In accordance with 50 ILCS 750/15.4(c), a Treasurer shall be appointed. Upon approval by the Board of Directors, the treasurer, the chief financial officer, the finance director or any of their functional equivalents of one of the Member Entities shall serve as the treasurer of the Authority for a three (3) year term ("Treasurer"). The Treasurer shall have no voting authority on matters regarding the Authority and shall receive no additional salary or compensation for Services provided to the Authority, except that he/she may be reimbursed for actual, necessary and documented business expenses incurred as part of serving as the Treasurer. Each Member Entity that supplies the person who serves as Treasurer shall not be entitled to reimbursement for any salary or employment benefits of any kind during the person's term as Treasurer.

5.4.2.1 **Duties.** The Treasurer shall:

- (1) Be the custodian of all Authority funds.
- (2) Provide on-going counseling to the Board of Directors and the Emergency Communications Director in matters of fiscal policy and fiscal administration of the Authority.
- (3) Make recommendations on investment policies and practices to the Board of Directors and the Emergency Communications Director.
- (4) Act as one of the required signatories of all of the Authority's bank accounts, checks and investment instruments.
- (5) Provide a bond in the amount of \$1,000,000 for the faithful discharge of the duties of the position of Treasurer, with such surety or sureties as the Board of Directors shall determine. The Authority shall pay the bond premium.
- (6) Assist the Emergency Communications Director with the preparation of the Annual Budget, and the operating and capital budgets and financial reports.
- (7) Maintain required financial management system.
- (8) Process required financial transactions.
- (9) Assist the Emergency Communications Director with the preparation and handling of requests for proposals for financial consultants and provide recommendations to the Board and the Emergency Communications Director for the hiring of a certified public accountant or a certified financial auditing firm to conduct annual audit services and other financial services for the Authority.

5.4.3 **Committees.** The Board may appoint advisory committees as it deems appropriate, but it shall have one (1) standing committee: the Budget and Finance Committee. The Budget and Finance Committee shall be comprised of one (1) representative from each Party, who may or may not be Board members. The annual budget and all fee rate changes shall be approved by the Budget and Finance Committee prior to action by the Board.

5.4.4 **Advisors.** Advisors may consist of management officials and representatives from the Authority's Dispatch Center, currently Livingston County Communications System ("LIVCOM"), but not be limited to, administrative staff from the Parties including its police and fire departments. Advisors shall have no vote on the Board and shall not be entitled to any salary or compensation for services rendered as Advisors.

- 5.4.5 **Freedom of Information Act (FOIA) and Open Meetings Act (OMA) Officer.** The individual responsible for acting as the Authority's FOIA and OMA compliance officer shall be the Director of Communications, or the Director's designee.

## **ARTICLE 6 FINANCES**

- 6.1 **Financial Operations.** Financial Operations. All other financial operations of the Authority, including but not limited to accounting, accounts payable, and payroll, shall be either outsourced to a third party contractor or handled by a designated Authority employee or Member (the "Fiscal Agent") as approved by the Board of Directors, with input by the Treasurer and the Emergency Communications Director.
- 6.2 **Initial Fiscal Agent.** The County of Livingston agrees to serve as the initial Fiscal Agent for the Authority. A Member Entity will serve as the Authority's Fiscal Agent, to assist the Treasurer in disbursing all authorized expenditures of the Authority. The Fiscal Agent may negotiate an administrative fee with the Board for the Fiscal Agent's overhead costs in performing those functions. If a Member Entity no longer wishes to serve as Fiscal Agent, the Board may appoint another Member Entity to act as Fiscal Agent.
- 6.3 All direct costs of staff and managing the Authority shall be charged to the Authority and included in the Board's adopted Budget. The indirect overhead costs of serving as or Fiscal Agent shall be negotiated between the Member Entity responsible for those duties and the Board, to determine how such expenses should be shared.
- 6.4 The Member Entity, and its governing body, serving as Fiscal Agent, shall not have the authority to approve or disapprove revenues or expenses of the Authority.
- 6.5 **Funding.** Even though the Vermilion Valley JETSB will receive ETSB funds on behalf of the Member Entities, the Vermilion Valley JETSB will not receive adequate funding from the State of Illinois to fully fund the operations, maintenance, upgrades and staffing of Vermilion Valley PSAP. Each of the Member Entities agrees that it will be responsible to pay its allocated share of additional funds to fully fund the operations, maintenance, upgrades and staffing of the Authority and the Vermilion Valley PSAP.
- 6.6 **Fiscal Year.** The Authority's fiscal year shall be from December 1st to November 30th of the next year.
- 6.7 **Budget and Operating Funds.**
- 6.7.1 The Board shall prepare the following budgets on an annual basis (unless otherwise noted below) and maintain the following funds as part of the operation of the Authority and the Vermilion Valley PSAP:
- A. Start-Up Operating Budget (one-time preparation).
  - B. Annual Budget (includes the Operating Budget and the Capital Budget).
  - C. Emergency Telephone System Fund.
  - D. Wireless Service Emergency Fund.
  - E. ETSB/Other Source Grant Fund.
  - F. Reserve Fund.

- G. Any other fund deemed necessary for operation purposes or required by applicable law.
- 6.7.2 The amounts due pursuant to this Section from each Member Entity shall be payable to the Vermilion Valley JETSB on a date determined by the Board.
- 6.8 **Start-Up Operating Budget.** The Start-Up Operating Budget for the initial Start-up Operating Costs, which shall be prepared and approved by the Board of Directors with input from the Treasurer and the Emergency Communications Director, relates to the operation of the System, as contemplated by the Agreement and will be incorporated by reference as Exhibit "A" into the Agreement.
- 6.8.1 The amounts due pursuant to this Subsection from each Member Entity shall be payable to the Authority on a date determined by the Board. In the event the number of Member Entities changes, or in the event the Authority provides Services to other entities (e.g., Non-Members) on a fee-for-service basis pursuant to a service agreement, then the methodology used to calculate each Member Entity's percentage share of the Authority's Start-Up Operating Budget shall be revised by utilizing any such data, or different methodology that is deemed equitable and approved by the Board by a two-thirds (2/3rds) vote.
- 6.9 **Capital Implementation Budget and Annual Capital Budget.** The Capital Implementation Budget for the initial Capital Implementation Costs and any subsequent Annual Capital Budgets related to the buildings, equipment and implementation of the System, as contemplated by the Agreement, shall be prepared and approved by the Board of Directors with input from the Emergency Communications Director and the Treasurer and shall be incorporated into the Agreement as Exhibit "B". The amounts due pursuant to this Section from each Member Entity shall be payable to the Authority on a date determined by the Board. In the event the number of Member Entities changes, or in the event the Authority provides Services to other entities (e.g., Non-Members) on a fee-for-service basis pursuant to a service agreement, then the methodology used to calculate each Member Entity's percentage share of the Authority's Capital Implementation Budget and any Annual Capital Budgets shall be revised by utilizing any such data, or different methodology that is deemed equitable and approved by the Board by a two-thirds (2/3rds) vote.
- 6.10 **Allocation of Capital Implementation Costs and Annual Capital Costs.**
- 6.10.1 The Capital Implementation Costs and Annual Capital Costs as contained in the Capital Implementation Budget and any Annual Capital Budgets (Exhibit "B") shall be determined on a per capital basis based on the most recent certified decennial census numbers for each of the Member Entities, unless otherwise determined by a two-thirds (2/3rds) vote of the Board. Each Member Entity shall make its payment for annual to the Authority on a date determined by the Board.
- 6.10.2 If, after the date upon which the System serving the Member Entities is operational, there exists unspent funds in the Capital Implementation Budget, said funds shall be allocated to the Capital Equipment Fund or as otherwise directed by the Board.
- 6.11 **Capital Equipment Fund.**
- 6.11.1 There shall be created a Capital Equipment Fund for the purpose of meeting the future Capital Equipment needs of the Authority. The Capital Equipment Fund shall only be used

to pay Capital Costs and not be used to pay for Operating Costs. In the event of a dispute as to whether a cost is an Operating Cost or a Capital Cost, the dispute shall be decided by a two-thirds (2/3rds) vote of the Board. Based upon input from the Emergency Communications Director, the Board shall, by a two-thirds (2/3rds) vote, approve a five-year projection of capital equipment needs and anticipated costs ("Five Year Capital Equipment Plan") on an annual basis. The funding for the Five Year Capital Equipment Plan and the Capital Equipment Fund shall be chargeable to the Member Entities on an annual or periodic basis, as determined by the Board, and the funding allocation formula shall be pro-rated, determined on a per capital basis based on the most recent certified decennial census numbers, among them based on the Annual Operating Costs Allocation Formula set forth below at Subsection 6.12.2.

- 6.11.2 Each approved Five Year Capital Equipment Plan and the Board's annual determination of the amounts due for the Capital Equipment Fund from each Member Entity shall be forwarded to the Mayor/President of each Member Entity immediately upon its approval by the Board.

## **6.12 Allocation of Annual Operating Costs.**

- 6.12.1 A "Start-Up Operating Budget" for the period from the inception of the Agreement to the end of the first fiscal year shall be prepared and approved by the Board of Directors with input from the Emergency Communications Director and the Treasurer after the approval of the Agreement and shall be incorporated by reference as **Exhibit "A"** into the Agreement. This Start-Up Operating Budget shall include a chart establishing the respective contribution amounts due for each Member Entity and includes the amount of each Member Entity's contribution(s), which amounts are based on each Member Entity contributing their allocated share. In the event the number of Member Entities changes prior to the end of the first fiscal year, or in the event the Authority provides Services to other entities (e.g., Non-Members) on a fee-for-service basis pursuant to a service agreement, then the amount of each Member Entity's percentage share of the Authority's Annual Operating Costs shall be revised to reflect the adjustments in Members' portion of the total Start-Up Operating Budget.

- 6.12.2 **Annual Operating Costs Allocation Formula.** The percentage of the Authority's total Annual Operating Costs chargeable to each Member Entity will be based on:

- a. Municipal governments shall pay based on their most recent certified decennial census number, multiplied by the Board approved per capita fee.
- b. County governments shall pay based on their most recent certified decennial census number, less the certified decennial population of member jurisdictions in the county (or portions of a municipality in the county), multiplied the Board approved per capita fee.
- c. Ambulance districts and private ambulance companies will pay a fee for emergency medical dispatch services, as set and determined by the Board based on a per "live call" calculation from the previous calendar year in the area served by the Authority.
- d. Rural Fire Protection Districts shall pay a fee, as set and determined by the Board based on a percent of their equalized assessed valuation.

In the event the number of Member Entities changes, or in the event the Authority provides Services to other-entities (e.g., Non-Members) on a fee-for-service basis pursuant to a service agreement, then the methodology used to calculate each Member Entity's

percentage share of the Authority's Annual Operating Costs shall be revised by utilizing any such data, or different methodology that is deemed equitable and approved by the Board by a two-thirds (2/3rds) vote.

- 6.12.3 **Annual Budget.** The Board of Directors shall adopt an Annual Budget for the upcoming fiscal year at its December meeting each year. In addition, the Annual Budget process shall be handled as follows:

6.12.3.1 The Emergency Communications Director, with input from the Treasurer, shall prepare a proposed Annual Budget for the Board of Directors to review at the Board's November meeting each year. Copies of the proposed Annual Budget shall be delivered to each of the Directors at least five (5) calendar days in advance of the December meeting.

6.12.3.2 The Board of Directors shall review the proposed Annual Budget and direct the Emergency Communications Director to make such modifications as the Board deems proper and advisable.

- 6.12.4 **Establishment of Fees, Annual Service Fees and Cost-Sharing.** Subject to applicable subsections of this Article, the Board of Directors, in its sole discretion and by a two-thirds (2/3rds) vote, shall annually establish one or more levels of Annual Service Fees payable by each Member Entity and any Non-Members. Subject to compliance with the Annual Cost Allocation Formulas of this Article, the Annual Service Fees shall be based on a formula(s) that will be established by the Board of Directors, in its sole discretion, and from time to time may be amended. The Board of Directors, in its sole discretion, may establish one level of Annual Service Fees and additional other fees charged to the Original Member Entities, and one or more other levels of Annual Service Fees and additional other charges payable by the Member Entities and to Non-Members (e.g., other counties, municipalities, fire protection districts, other units of local government and/or public safety agencies) who may receive some type of Services from the Authority pursuant to a service agreement.

6.12.4.1 Cost-Sharing. Upon approval of the Annual Budget, the Board of Directors, in its discretion, shall have the authority to fix cost-sharing charges for all Member Entities and Non-Members in an amount sufficient to provide the funds required by the current Annual Budget. All expenses relating to annual Capital Costs and annual Operational Costs and long-term capital costs and long-term operating costs and any other activities of the Authority will be cost-shared by the Member Entities, based on one or more formulas as set forth in the Agreement or as determined by the Board of Directors, with input from the Emergency Communications Director, any Authority-retained consultant and/or Authority's auditor, and such formula(s) may be amended from time to time without the need to amend the Agreement.

6.12.4.2 Supplemental Fees. If necessary to meet any anticipated or unanticipated expenses, debts or liabilities (e.g., a loan or the Authority's matching portion of a grant) of the Authority, all Member Entities and Non-Members shall be obligated to timely pay any supplemental fees assessed by the Authority as determined by the Board of Directors.



- 6.12.4.3 Additional Costs. Whenever a Member Entity or a Non-Member relocates its communication equipment and/or the communication equipment of the Authority to another location, and/or adds additional communication equipment to the Member Entity's or Non-Member's communication system, thereby increasing the Authority's responsibilities, obligations or costs, any and all additional costs incurred by the Authority as a result of the aforesaid relocation of communication equipment to the Member Entity's or Non-Member's communication system, including, but not limited to, any costs to install communication lines, shall be paid solely by that Member Entity or Non-Member. No Member Entity or Non-Member of the Authority shall relocate the equipment or property of the Authority, or by any means increase the Authority's annual capital costs or annual operational costs or long-term capital costs or long-term operating costs or such other responsibilities, obligations and/or costs, including, but not limited to, costs to be incurred by the Authority for the purchase of new or additional equipment or technology, without first obtaining authorization from the Authority's Board of Directors to relocate the Authority's equipment and property and/or increase the Authority's capital or operating costs, responsibilities or obligations. Any new equipment or additional equipment or technology and/or property acquired in accordance with the Agreement shall become the equipment/property of the Authority, notwithstanding the fact that the existing Member Entity or a Non-Member shall pay the costs of purchase and installation of said equipment/property. Unless otherwise agreed to in writing by the Board of Directors, the Authority shall pay the costs of maintaining the equipment/property once it is purchased and installed.
- 6.12.4.4 Payment Due Date; Billing. The payment of Annual Service Fees shall be paid to the Authority on a periodic basis (monthly, quarterly, bi-annually or annually) as determined by the Board of Directors upon recommendation of the Emergency Communications Director. Payment terms for the Annual Service Fees of each Non-Member, and any other fees and costs, shall be determined by the Board of Directors. The Emergency Communications Director will be responsible for issuing billing statements to all members and Non-Members in advance of the payment due dates. In the event the number of Member Entities changes, or in the event the Authority provides Services to other entities (e.g., Non-Members) on a fee-for-service basis pursuant to a service agreement, then the methodology used to calculate each Member Entity's percentage share of the Authority's Annual Operating Costs and Annual Capital Costs shall be revised by utilizing any such data, or different methodology that is deemed equitable and approved by the Board by a two-thirds (2/3rds) vote.
- 6.12.4.5 Payment of Fees. Continued membership in the Authority shall be contingent upon the payment by each Member Entity of its established, mandatory Annual Service Fees and any additional fees and charges that may be established by the Board of Directors. Each Member Entity and Non-Member shall take all required actions to authorize the timely payment of its Annual Service Fees and other required fees, including any assessed supplemental fees, and shall approve the payment of any other additional funds necessary to meet its shared cost obligations under the Agreement, any addendum or service agreement.

- 6.12.4.6 Delinquent Account; Payment. Any Member Entity or Non-Member whose allocated fees or other charges have not been paid within thirty (30) calendar days after the issuance of a billing statement shall be assessed interest on the delinquent payment(s) in accordance with the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1).
- 6.12.4.7 Delinquent Account; Voting and Participation. Any Member Entity who is delinquent in paying any uncontested Annual Service Fees and other required fees shall not be entitled to further voting privileges on the Board of Directors, nor shall any representative hold office until such time as all delinquent payments and interest have been paid, and the Member Entity is also subject to the removal provisions set forth in Article 8 (Personnel Matters) below.
- 6.12.4.8 Expenses per the Annual Budget. After adoption of the Annual Budget by the Board of Directors, the Emergency Communications Director shall make expenditures in accordance with such Budget, subject to the provisions of the Agreement and any approved fiscal and investment policies.

6.13 **Reimbursement for Eligible ETSB Expenses; Certification of Use of Funds.** In order to spend its allocation of ETSB surcharge funds, grant funds and other allocated revenues, the Chair of the Board or the Emergency Communications Director, or his / her designee, shall submit itemized reimbursement requests to the Vermilion Valley JETSB and the Treasurer, on a periodic basis, that identify the eligible ETSB expenses and related amounts to be paid with the ETSB surcharge funds, grant funds and other allocated revenues to assist with the continued operations, maintenance, upgrades and staffing needs of the Authority and the Vermilion Valley PSAP. Each reimbursement request shall contain a signed certification by the Chair of the Board or the Emergency Communications Director, or his / her designee, that states: "On behalf of the Board of Directors, or the Vermilion Valley PSAP or the Vermilion Valley JETSB, I certify that the below requested dollar amount of ETSB surcharge funds, grant funds and other allocated revenues shall be spent on eligible expenses to assist with the continued operations, maintenance, upgrades and staffing needs of the Authority and the Vermilion Valley PSAP as permitted under the Emergency Telephone System Act (50 ILCS 750/1 *et seq.*) (the "Act"), the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 *et seq.*), Section 11-5.3-1 of the Illinois Municipal Code (65 ILCS 5/11-5.3-1), the Department of State Police Law (20 ILCS 2605-52 (Office of Statewide 9-1-1 Administrator)) and the applicable provisions of the Illinois Administrative Code (83 Ill. Admin. Code § 725.200(i)) or any other applicable federal or State law."

- 6.13.1 The Board, on behalf of the Vermilion Valley JETSB, shall approve the payment of any ETSB surcharge funds, grant funds and other allocated revenues as requested by the Chair of the Board or the Emergency Communications Director, or his / her designee, by a resolution adopted in accordance with Section 15.4(c) of the Act (50 ILCS 750/15.4(c)) after receipt of an itemized reimbursement request with the required signed certification.
- 6.13.2 No Member Entity or PSAP shall be entitled to receive or retain surcharge funds, grant funds and other allocated revenues that exceed its allocation of ETSB surcharge funds, grant funds and other allocated revenues or to receive such funds for a reason that is inconsistent with the terms of the Agreement.

- 6.13.3 The Authority shall maintain at least the following three (3) bank accounts for itself or as otherwise directed by applicable federal or State law: (1) Emergency Telephone System Fund; (2) ETSB / Other Source Grant Fund; and (3) Reserve Fund.
- 6.13.4 If a new member joins the Authority, a re-calculation of the applicable cost-sharing formulas in this Article shall be performed to adjust the allocations to account for adding the new member. The same re-calculation and re-allocation process will occur in the event additional new members plus another PSAP is added to the Authority.
- 6.13.5 Upon termination of any local ETSB, the Local ETSB Reserves held by any new Member Entity will be paid to the Authority based on the passage of one or more resolutions by the Vermilion Valley JETSB authorizing the release of funds. There will be an allocation of the Local ETSB Reserves based on any allocation formula provided by the Agreement or these Bylaws.
- 6.13.6 In the event the number of Member Entities changes, or in the event Authority provides Services to other entities (e.g., Non-Members) on a fee-for-service basis pursuant to a service agreement, then the methodology used to calculate each Member Entity's percentage share of the Authority's Annual Operating Costs shall be revised by utilizing any such data, or different methodology that is deemed equitable and approved by the Board by a two-thirds (2/3rds) vote of the total number of Board members.
- 6.14 **Financial Reports and Warrant List.** The Treasurer shall provide to the Board and the Emergency Communications Director a written financial report of current and projected revenues and expenses for the current budget year and a monthly warrant list of issued checks and pending checks for approval by the Board. The frequency of financial reports and the level of detail contained in the financial reports shall be determined by the Board.
- 6.15 **Funds on Deposit.** All monies received by the Authority shall be deposited into one or more bank accounts at one or more banks licensed to do business in Illinois, as designated by the Board. Expenditures from these bank accounts shall be for budgeted items or allowable public purposes in furtherance of the objectives of the Agreement and the Bylaws, subject to an appropriate budget amendment, and shall be authorized by the Board or the Emergency Communications Director consistent with his/her limited spending authority. All monies received by the Authority pursuant to a surcharge imposed by the Member Entities under any federal or State law shall be deposited and expended in accordance with applicable federal or State law. All monies received by the Authority pursuant to a surcharge imposed under Section 15.3 of the Emergency Telephone System Act (50 ILCS 750/15.3) shall be deposited into a separate interest-bearing Emergency Telephone System Fund account at a bank designated by the Board. All monies received by the Authority pursuant to a surcharge imposed under the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 *et seq.*) shall be deposited into a separate interest-bearing Wireless Service Emergency Fund account at a bank designated by the Board. Notwithstanding any other provision in the Agreement or these Bylaws to the contrary, no expenditures may be made from the Emergency Telephone System Fund or the Wireless Service Emergency Fund, except upon direction of the Board. All expenditures from the Emergency Telephone System Fund shall only be made to pay for the costs permitted by Section 15.4 of the Emergency Telephone Act (50 ILCS 750/15.4). All expenditures from the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 *et seq.*). All monies received by the Authority pursuant to any surcharge (or similar revenue stream authorized by law) collected by the Authority under applicable federal or State law shall be retained and spent in accordance with

applicable federal or State law, as amended. Funds shall only be invested in the same manner that the law allows for the investment of municipal funds.

- 6.16 **Donated Personal Property and Services.** Any Member Entity may make a donation of personal property or services to the Authority. However, if the Board of Directors, in its sole discretion, accepts said donation, the donating Member Entity shall not receive or be entitled to receive any credit or reimbursement of any kind from the Authority, including any credit or reimbursement for any amounts it owes under Section 6.11 (Capital Equipment Fund) of the Agreement.
- 6.17 **Allocation of Costs and Responsibilities for Authority Equipment and Property and Member Entity Equipment and Property.** The respective Member Entities agree to convey title and the Authority agrees to assume ownership and responsibility for acquiring and maintaining certain equipment and personal property that will be used directly or indirectly in the operation of the System. The Authority shall assume ownership and responsibility for acquiring and maintaining such equipment and personal property at the time that the Member Entity makes any equipment or personal property available for use by the Authority. One or more bills of sale executed by the Member Entity and the Authority shall be used to confirm the conveyance of ownership of all such equipment and personal property referenced above.
- 6.18 **Credit for Surcharge Payments.**
- 6.18.1 **Emergency Telephone System Fund.** Subject to each Member Entity using any of its remaining surcharge funds to pay for budgeted items or obligations that exist in their current ETSB budgets, each Member Entity shall be obligated to forward any and all other surcharge funds it receives prior to or after the Effective Date of the Agreement pursuant to a surcharge imposed under Section 15.3 of the Emergency Telephone System Act, 50 ILCS 750/1 *et seq.* ("Surcharge Funds") to the Authority for use by the Authority for allowable purposes under the Emergency Telephone System Act, as amended, or other applicable laws. Each Member Entity shall be credited for the deposit of its Surcharge Funds and any future Surcharge Funds received on its behalf into the Authority's Emergency Telephone System Fund and such credit shall be applied to the Non-Refundable Capital and Operating Participation Fee or the Annual Service Fees, as directed by the Member Entity. All expenditures of Surcharge Funds deposited into the Authority's Emergency Telephone System Fund shall be used in compliance with Subsection 15.4(c) of the Emergency Telephone System Act, as amended, or other applicable laws. Surcharge Funds retained by a Member Entity shall be used to complete any currently budgeted expenditures in compliance with Section 15.4 of the Emergency Telephone System Act and the Member Entity's ordinances. The term "Surcharge Funds" includes all monies received pursuant to any surcharge or similar revenue stream authorized by federal or State law that are payable under or in place of the Emergency Telephone System Act.
- 6.18.2 **Wireless Service Emergency Fund.** Subject to each Member Entity using any of its remaining Surcharge Funds to pay for budgeted items or obligations that exist in their current ETSB budgets, each Member Entity shall be obligated to forward any and all payments it receives prior to or after the Effective Date of the Agreement pursuant to a surcharge imposed under the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 *et seq.*) ("Wireless Surcharge Funds") to the Authority for use by the Authority for allowable purposes under the Prepaid Wireless 9-1-1 Surcharge Act, as amended, or other applicable laws. Each Member Entity shall be credited for the deposit of its Wireless Surcharge Funds and any future Surcharge Funds received on its behalf into the Authority's Prepaid Wireless

9-1-1 Surcharge Fund and such credit shall be applied to the Non-Refundable Capital and Operating Participation Fee or the Annual Service Fees, as directed by the Member Entity. All expenditures of Wireless Surcharge Funds deposited into Authority's Wireless Emergency Telephone System Fund and the Prepaid Wireless 9-1-1 Surcharge Fund shall be used in compliance with the applicable provisions of the Prepaid Wireless 9-1-1 Surcharge Act, as amended, or other applicable laws. Wireless Surcharge Funds retained by a Member Entity shall be used to complete any currently budgeted expenditures in compliance with the applicable provisions of the Prepaid Wireless 9-1-1 Surcharge Act and the Member Entity's ordinances. The term "Wireless Surcharge Funds" includes all monies received pursuant to any surcharge or similar revenue stream authorized by federal or State law that are payable under or in place of the Wireless Emergency Telephone Safety Act and the Prepaid Wireless 9-1-1 Surcharge Act.

- 6.18.3 **Authorization to Spend Surcharge Funds and Wireless Surcharge Funds.** Until the Vermilion Valley JETSB is formally certified by the Illinois Department of State Police, each Member Entity's local ETSB shall be authorized to spend its own ETSB funds by adoption of the required resolution(s). Once the JETSB is certified, the local ETSBs will be terminated pursuant to the adoption of ordinances by the Member Entities, as required by the Emergency Telephone System Act. Once certified, the JETSB shall authorize by adoption of the required resolution(s) the expenditure of all remaining local ETSB funds of each Member Entity in accordance with the applicable laws noted above in this **Section 6.18**, and shall expend each Member Entity's local ETSB funds on behalf of each Member Entity consistent with the budgeted items or obligations that exist in their respective current ETSB budgets. Subject to Section 6.18 above, the balance of such funds shall be paid over to the Authority's Emergency Telephone System Fund and Authority's Wireless Emergency Telephone System Fund for use by the Authority for allowable purposes under applicable laws.
- 6.18.4 **Authorization to Spend Grant Funds.** The Authority shall spend grant funds received from any source for eligible expenditures and such expenditures shall be credited to each member entity on an equal share basis.
- 6.18.5 **Audits.** The Board shall cause an annual audit of the financial affairs of the Authority to be made by a certified public accountant at the end of each fiscal year in accordance with generally accepted accounting principles applicable to local government entities and in accordance with the Illinois Government Account Audit Act (50 ILCS 310/1 *et seq.*). The Treasurer shall ensure that the Authority complies with annual audit filing requirements of the Illinois State Comptroller's Office and any other federal or State audit filing requirements. Copies of the annual audit report shall be delivered to the Board members and to the chief financial officer of each Member Entity within thirty (30) calendar days of receipt by the Authority.
- 6.18.6 **Fiscal Policies.** The Board of Directors may establish fiscal policies, procedures and limitations as may be necessary to preserve the integrity and purpose of the approved Annual Budget and related expenditures without amending the Agreement or these Bylaws.
- 6.18.7 **Procurement Policy.** Purchases and/or letting contracts shall be done in accordance with the Agreement, applicable federal and State law, and any procurement policy and guidelines adopted by the Board of Directors.

- 6.18.8 **Authorized Signatories.** The following positions shall serve as authorized check and financial instrument signatories at each of the banks, title or trust companies, depositories and/or other financial institutions at which the Authority maintains accounts: (1) Chair of the Board of Directors; (2) Vice-Chair of the Board of Directors; (3) Emergency Communications Director; and (4) Treasurer. There shall be a “two signatory requirement” policy for authorizing any transfer and withdrawal of the Authority funds or executing any checks or other instruments that draw Authority funds out of any bank, title or trust companies, depositories or other financial institution at which the Authority maintains financial accounts. Any two (2) of the above-listed, authorized signatories may sign such checks or instruments or authorize such transfers and withdrawals.
- 6.18.9 **Contract Signatories.** The Board of Directors may authorize, by motion, resolution or ordinance, and approved at a public meeting, any officer or agent, other than the Chair and Vice-Chair, to enter into and execute any contract or execute and deliver any instrument in the name of and on behalf of the Authority. Such authority may be general or confined to specific Board-approved instances.
- 6.18.10 **Loans.** No loans shall be procured on behalf of the Authority and no evidence of indebtedness shall be issued in its name unless authorized by a written resolution or ordinance of the Board of Directors and in accordance with applicable law. Such authority may be general or confined to specific Board-approved instances.

## ARTICLE 7 EMERGENCY COMMUNICATIONS DIRECTOR

- 7.0 **Creation of Position.** The Board shall hire a full-time Emergency Communications Director to serve as the administrative head of the Authority. The Emergency Communications Director shall be responsible for the day-to-day operations of the Authority and shall report directly to the Board and any Board subcommittee.
- 7.1 **Emergency Communications Director’s Duties.** Subject to the policies established by the Board, and within the limits fixed by an approved Annual Budget, the Emergency Communications Director shall oversee and direct the daily operating affairs of the Authority. The Emergency Communications Director’s duties shall also include:
- A. To enforce, to administer and to make operative the policies and directives of the Authority as established by the Board and any Board subcommittee;
  - B. Attendance at all meetings of the Board and all meetings of any Board subcommittee and to report at the meetings, as needed, and to serve as Secretary to those Boards;
  - C. Preparation for review by the Board and any Board subcommittee of draft Annual Budgets and annual projections of revenue, capital equipment needs and anticipated operating costs for the next five (5) years, including recommendations in regard to the annual Capital Budget, the annual Operating Budget, and funding levels for the Capital Equipment Fund and the Reserve Fund, and the use of the Surcharge Funds, the Wireless Surcharge Funds and other Authority revenues (“Five Year Revenue and Expense Plan”);
  - D. Prepare annual recommendations, including financial calculations, for review by the Board and any Board subcommittee regarding contributions due from all the Member Entities

relative to the Start-Up Operating Budget and the Capital Implementation Budget, the Annual Budget, the Capital Budget, the Operating Budget, the Capital Equipment Fund and the Reserve Fund, the non-refundable Capital and Operating Participation Fee, the Recapture Fee (based on information provided by the Emergency Communications Director, any Authority-retained consultant and/or Authority's auditor) and the use of Surcharge Funds and Wireless Surcharge Funds, and other Authority revenues;

- E. Timely submission of invoices to the Member Entities setting forth the payments due;
- F. Monitoring the Authority's budget and the submission of regular reports to the Board and any Board subcommittee comparing actual expenditures with budgeted expenditures;
- G. Making recommendations to the Board concerning the implementation, operation and staffing levels of the Authority, including on-going training of employees, and then implement the directives;
- H. To hire, evaluate, promote, demote, discipline and/or terminate employees of the Authority in accordance with the policies and procedures of the Authority and any governing labor contracts and applicable laws;
- I. Receive and consider input from the Board and any Board subcommittee concerning the implementation and operations of the Authority and act on such input as deemed appropriate;
- J. Implement the direction and policies approved by the Board, including the coordinating and supervision of the implementation, and upgrading and maintenance of the System serving the Member Entities;
- K. Assist the Board and any Board subcommittee in the establishment of standard operating practices and procedures and training protocols for the System and Authority's employees;
- L. Serve as one of the designated Freedom of Information Officers for the Authority;
- M. For day-to-day issues and questions, the Emergency Communications Director shall consult with the Chair of the Board;
- N. Decide any disputes that may arise under the Agreement pursuant to Section 11.4. (Dispute Resolution; Negotiation) below; and
- O. Perform all duties of the Emergency Communications Director, as assigned, and any other duties and assignments as directed by the Board and any Board subcommittee.

7.2 **Expenditure of Funds.** The Emergency Communications Director, or his/her designee, shall have the authority to:

- A. Expend funds on behalf of the Authority to purchase budgeted services, equipment and supplies in an amount not to exceed Ten Thousand and No/100 Dollars (\$10,000.00).
- B. In the event of an emergency that jeopardizes the Authority's continued ability to operate, the Emergency Communications Director shall have the authority to expend an amount not

to exceed Ten Thousand and No/100 Dollars (\$10,000.00), regardless of whether the expense has been budgeted, after first giving notice to the Chair of the Board.

- C. Transfer funds in an amount not to exceed Five Thousand and No/100 Dollars (\$5,000.00) within line items of the annual budget in order to meet unanticipated or emergency needs of the Authority. Such transfers shall be reported to the Board and the Treasurer in the Emergency Communications Director's next monthly report and shall be included in any budget amendments prepared by the Treasurer and approved by the Board of Directors at least on an annual basis.

- 7.3 **Emergency Communications Director's Offices.** The Emergency Communications Director's offices shall be in the same facility as the Authority's Dispatch Center, unless otherwise directed by the Board.

## ARTICLE 8 PERSONNEL MATTERS

- 8.0. **Authority Personnel.** The Board shall determine the number and job descriptions of persons employed by the Authority, as recommended by the Emergency Communications Director. All employees shall solely be employees of Authority and not employees of any Member Entity. The Authority shall provide wages, health insurance benefits and such other employment benefits to its employees as deemed advisable by the Board. The Board shall apply to the Illinois Municipal Retirement Fund ("IMRF") to request that the employees become members of and receive the benefits provided by said Fund. The Authority and each of the Member Entities are Equal Opportunity Employers and shall comply with the regulations of the Equal Opportunity Employment Commission and the Illinois Department of Human Rights.

- 8.1. **Financial and Human Resources Operation Services.** All other necessary financial operations beyond those performed by the Treasurer, including but not limited to accounting, accounts payable and payroll, and limited human resource support activities (e.g., employee benefits matters, employee assistance program, employee manual) shall be performed by the Fiscal Agent (i.e., initially an employee of the Finance Department of Livingston County) pursuant to the terms of Section 8.1.1 below or a reimbursement agreement entered into by the Authority and Livingston County or outsourced to a third party contractor. The Fiscal Agent, using Livingston County's administrative equipment and resources, agrees to handle all basic responsibilities, duties, filings, postings and record-keeping related to human resource and personnel matters for the Authority.

- 8.1.1 **Initial 12 Month Fee for Financial and Human Resources Operation Services:** The Board shall reimburse Livingston County on a periodic basis (monthly or quarterly as requested by Livingston County) based on actual, documented hours of work and tasks completed for the performance of the Financial and Human Resources Operation Services by the Fiscal Agent at an hourly rate equal to the current annual salary of the Livingston County employee who performs the Financial and Human Resources Operation Services. This fee arrangement may be reviewed at any time and may be terminated by a two-thirds (2/3rds) vote of the Board in favor of another arrangement acceptable to all of the Member Entities, or it may be adjusted by mutual agreement of the Board and Livingston County. After the initial twelve (12) month period, the fee arrangement may also be extended for one or more fiscal years on mutually agreeable economic



terms by agreement of the Board and Livingston County.

**8.2. Illinois Municipal Retirement Fund (IMRF).**

**8.2.1 Application.** The Board and the Emergency Communications Director shall take the necessary actions to have the Authority apply to become a member of the Illinois Municipal Retirement Fund ("IMRF"), including the performance of a costs study as required by IMRF and the adoption of a "Resolution for Participation in IMRF" (IMRF Form 1.12) and appoint an authorized agent, who shall be the Emergency Communications Director.

**8.2.2 Original Member Entities.** At the same public meeting that each Member Entity approves the Agreement, each of the Member Entities shall also take all corporate action necessary to authorize and facilitate the transfer of existing dispatch employees employed by the Member Entity to being employees of the Authority for purposes of remaining within the IMRF.

**8.2.3 IMRF Obligations.** If the Agreement is terminated by all Parties, the Member Entities shall be responsible for any continuing IMRF employer obligations, as required by law, during the wind-down phase of the Authority. The cost of any continuing IMRF employer obligations shall be allocated per an agreed to costs sharing formula as determined by the Board. If any Member Entity discontinues being a member of the Authority for any reason, that former Member Entity shall be obligated to pay its share of the continuing IMRF employer obligations for the time period of its membership.

**8.3. Provision of Group Health Insurance and Group Life Insurance Benefits.** The Board of Directors and the Emergency Communications Director will take necessary actions to have the Authority obtain group health insurance and group life insurance benefits from a health insurance company and a life insurance company that are licensed to do business in the State of Illinois for the benefit of its employees, and, if applicable, their spouses and dependents. The Authority reserves the right to enter into one or more intergovernmental agreements with any of the Member Entities or any other unit of local government for the purpose of allowing its employees, and, if applicable, their spouses and dependents, to (a) be covered under group health insurance and group life insurance benefit policies provided for by the Member Entity or other unit of local government; or (b) to participate in a health insurance cooperative for purposes of obtaining group health insurance and group life insurance benefits. Support for such an intergovernmental health insurance cooperative arrangement is based on the following factors of the Original Member Entities: (a) they are similarly constituted and operated units of local government; (b) they are taxing bodies located in the State of Illinois; (c) they share the common objective of delivering high quality 9-1-1 dispatch services through consolidation of resources and personnel; and (d) all of their employees are currently covered under the same health insurance benefits plan provider.

**8.4. Information Technology (IT) and Specialty Services.** The Authority's System must be operational and functional on a 24/7 basis and, therefore, the Board and the Emergency Communications Director agree to cooperate in the retention and/or employment of competently trained and skilled employees and/or outside consultants who have expertise in information technology (IT) and specialty services to manage, maintain, repair and replace all of the Authority's communications and data delivery equipment, computers, phones, software, hardware and any other related components of the System.

8.5. **Labor Contract Matters.** The Authority will engage in collective bargaining on an as needed basis. A negotiating team, including the Authority's legal counsel, will represent the interests of the Authority in the collective bargaining negotiations. The Board, in its discretion, will determine the members of the negotiating team. The Member Entities of the Authority shall share equally the cost of fees associated with the legal representation during the collective bargaining process.

8.6. **Resignation and Removal for Non-Attendance or Non-Cooperation.**

8.6.1 Attendance. Any member of the Board of Directors or any Board subcommittee who is absent from the regular meetings of such Board or subcommittee for three (3) consecutive regular meetings of such Board or subcommittee, and who has not furnished written explanations for his or her absence which are satisfactory to a two-thirds (2/3rds) of the Board or Board subcommittee in attendance, shall, following the third (3rd) consecutive absence, be subject to being classified as a resigned member following a hearing before the Board of Directors. In addition, any member of the Board of Directors or any Board subcommittee who is absent from fifty percent (50%) of the regular meetings in any one (1) calendar year shall be subject to being classified as a resigned member following a hearing before the Board of Directors. At least seven (7) calendar days prior written notice of the date, time and location of the hearing before the Board of Directors shall be given to the member whose failure to attend is at issue. At the hearing, the member may appear personally and present such pertinent evidence as he or she wishes or as the Board of Directors shall request. If, after a hearing, a majority of the Board of Directors in attendance votes to classify a member as resigned, that member shall be removed from his or her position and there shall be deemed to be a vacancy of such position. The Member Entity may then designate a replacement (someone other than the person who has been removed) to serve in that position.

8.6.2 Non-Performance or Non-Cooperation. Any member of the Board of Directors or any Board subcommittee who fails or refuses to perform assigned tasks and duties or cooperate in good faith in conducting the business of the Board of Directors or any Board subcommittee, and who has not furnished written explanations for his or her non-performance or non-cooperation, which are satisfactory to a majority vote of the Board or Board subcommittee, shall, following the third (3rd) incident of non-performance or non-cooperation, be subject to being classified as a resigned member following a hearing before the Board of Directors. At least seven (7) days written notice of the date, time and location of the hearing before the Board of Directors shall be given to the member whose non-performance or non-cooperation is at issue. At the hearing, the member may appear personally and present such pertinent evidence as he or she wishes or as the Board of Directors shall request. If, after a hearing, a majority of the Board of Directors votes to classify a member as resigned, that member shall be removed from his or her position and there shall be deemed to be a vacancy of such position. The Member Entity may then designate a replacement (someone other than the person who has been removed) to serve in that position.

See, 50 ILCS 750/15.4(a).

## **ARTICLE 9 INSURANCE**

- 9.0. **Required Insurance Coverage.** Upon approval of the Agreement, the Emergency Communications Director shall prepare and file an application on behalf of the Authority for membership to a self-insured risk management association or prepare and file an application for insurance coverage with commercial insurers as directed by the Board.

The Board shall procure and maintain insurance, during the term of the Agreement, as usually held by public entities that operate dispatch centers. The Authority's liability insurance shall cover all appointed or designated representatives (e.g., the treasurer, the chief financial officer, the finance director, fire chief, police chief, IT staff), liaisons, officers, committee members, employees, volunteers and agents of the Authority, the members of the Authority's Board of Directors and the Emergency Communications Director in connection with any alleged acts or omissions in connection with their lawful activities on behalf of the Authority. The Member Entities, and their appointed and elected officials, employees, agents, representatives and volunteers, shall be named as additional insureds on all liability coverages maintained by the Authority. The Board, in its discretion, may choose to procure and maintain any other coverages deemed advisable by the Board, in whole or in part, through the Authority's participation in an intergovernmental self-insured risk pool or the commercial market, including but not limited to:

- A. Package Insurance Policy: Building, Fire and Casualty Insurance (Based on construction/reconstruction/replacement costs) including a list of facility locations and values with receivers/antennas/radio equipment, special form blanket coverage recommended.
- B. Contents (Furniture/Fixtures/Equipment Replacement), Equipment Breakdown coverage.
- C. Business Income and Extra Expense: with a limit at or greater than 50% of annual revenue.
- D. Portable Equipment (Tools/Equipment that are mainly used off premises).
- E. Crime Coverage - \$250,000 minimum including computer fraud/funds transfer and forgery/alteration with "faithful performance" included.
- F. General Liability (\$1,000,000 minimum per occurrence, \$2,000,000 Aggregate minimum).
- G. Employment Related Practices Liability Insurance (EPLI) \$1,000,000 minimum, claims made coverage with prior acts included.
- H. Cyber Liability - \$1,000,000 minimum limit, Cyber Extortion (Ransom) coverage.
- I. Directors and Officers (Public Officials) (Covers Board Members) and Errors and Omissions Insurance (Dispatch Error): (\$1,000,000 per occurrence minimum/claims made coverage with prior acts included) (Umbrella coverage should provide additional coverage limits).
- J. Automobile Insurance: Physical Damage Coverage for owned vehicles with respective values; and Liability Coverage: \$1,000,000 Combined Single Limit including Uninsured/Underinsured Motorist Coverage. If no "owned" vehicles, then \$1,000,000 Hired and Non-Owned Policy.
- K. Workers Compensation: Statutory limits.
- L. Umbrella/Excess Liability: \$10,000,000 minimum coverage limits. Follow form coverage to provide excess coverage over General Liability, Automobile Insurance, Directors/Officers and EPLI.

- 9.1 **Notification of Member Entities' Insurers; Authority's Additional Insured Status.** As a condition of membership, each Member Entity shall provide a certificate of insurance and an endorsement issued by its insurer(s) that confirms participation by the Member Entity in all aspects of the Authority and all of the officials, officers, employees, agents, representatives and volunteers of each Member Entity who perform services, directly or indirectly, for the Authority, including all persons who are appointed to serve on the Board, committee or any subcommittee, shall be covered by the insurance policies that are in effect and cover the Member Entity. The certificates of insurance and endorsement shall also specifically state that the intergovernmental cooperative arrangement known as "Vermilion Valley Regional Emergency Communications Authority" (and all of the Authority's officials, officers, employees, agents, representatives and volunteers) are additional insureds of the Member Entity. Copies of the certificates of insurance and endorsements for each Member Entity shall be delivered to the Chair of the Board at the same time an executed copy of the Agreement is delivered.
- 9.2 **Authority's Insurance; Member Entity's Additional Insured Status.** The Authority shall provide a certificate of insurance and an endorsement issued by its insurer(s) that confirms that each Member Entity of the Authority and all of the officials, officers, employees, agents, representatives and volunteers of each Member Entity who perform services, directly or indirectly, for the Authority, including all persons who are appointed to serve on the Board, committee or any subcommittee, shall be listed as additional insureds under the insurance policies that are in effect and cover the Authority.
- 9.3 **Primary Coverage.** For purposes of the matters covered by the Agreement and the Bylaws only, the insurance coverages maintained by the Member Entities shall be secondary to the insurance coverages maintained by the Authority, for itself and its appointed officials, employees, agents, representatives and volunteers. Any insurance or self-insurance maintained by the Authority, for itself and its appointed officials, employees, agents, representatives and volunteers, shall be the first level of insurance coverage and the Member Entities' insurance coverages shall be in excess of the Authority's insurance coverages and will not contribute with such insurance coverages. Once the maximum level of insurance coverage maintained by the Authority is exhausted, each of the Member Entities' insurance coverages will take effect on an equal-share basis (e.g., five (5) Original Member Entities will each be responsible for one-fifth of the liability) and will contribute to satisfy any claim, loss, damages, settlement, judgment, legal fees and litigation costs (defense attorney's fees and costs and plaintiff attorney's fees and costs).
- 9.4 **Livingston County Ownership Interest in Vermilion Valley PSAP.** Livingston County, as the owner of the Vermilion Valley PSAP, shall be solely responsible for maintaining all necessary types of building, fire and casualty property and liability insurance and other types of insurance to cover the actual building and other improvements that comprise the Vermilion Valley PSAP that are not covered by the Authority's insurance. If there is a conflict in priority of insurance coverage, the Authority's insurance shall be primary to the Livingston County's insurance coverages, as the Authority is a tenant of Livingston County.
- 9.5 **Reporting.** In the event of a claim, demand, lawsuit or other action filed against any Member Entity or the Authority and/or its officials, employees, agents, representatives and volunteers, the Member Entity or the Authority shall notify, in writing, each of the Member Entities so that they can notify their insurers of such claim, demand, lawsuit or other action. Any failure to comply with reporting provisions of any policy by a Member Entity shall not affect coverage and the indemnification and defense obligations provided to the Authority and/or its officials, employees,

agents, representatives and volunteers.

- 9.6 **Severability of Interests/Cross Liability.** The insurance must contain a Severability of Interests/Cross Liability clause or language stating that the insurance will apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's ability.
- 9.7 **All Coverage.** Each insurance policy required by this clause must be endorsed to state that coverage will not be suspended, voided, cancelled or reduced in coverage or in limits except after thirty (30) calendar days prior written notice to the Chair of the Board of the Authority by certified mail, return receipt requested.
- 9.8 **Acceptability of Insurers.** Insurance is to be placed with insurers with a Best's rating of no less than A- and licensed to do business in the State of Illinois.

## **ARTICLE 10 ADDITIONAL MEMBERS**

- 10.0 **Eligibility.** All municipalities, fire protection districts and other units of local government, as well as other providers of public safety services, which have a responsibility for the provision of life-safety services and other public safety services and which are authorized by Illinois law to contract or otherwise associate with other local government entities for the purposes heretofore set forth, are eligible to join the Authority, as provided herein.
- 10.1 **Approval of New Members.** Upon approval as required herein, a new member shall have those rights and obligations as set forth in an addendum to the Agreement that contains the terms and conditions of membership as agreed to by the Board and the new Member. Approval of a new Member shall be contingent upon each of the following:
- A. Approval and execution of an addendum to the Agreement;
  - B. Delivery to the Authority of a certified copy of a duly enacted resolution in proper form authorizing and directing execution of an addendum to the Agreement, and further agreeing to be bound by the Agreement and these Bylaws, as those documents are amended from time to time, and accepting liability for its proportionate share of all existing and future debts and liabilities of the Authority;
  - C. Payment to the Authority of a "non-refundable Capital and Operating Participation Fee" that relates to a portion of the Capital Costs incurred in the establishment of the Authority and a portion of the ongoing Operating Costs of the Authority that the new member is obligated to contribute towards, and, if necessary, the payment of additional Capital Costs needed to update the equipment and facilities to allow for the service of the new member and not diminish the existing service level of the other Member Entities, as determined by the Board based on information provided by the Emergency Communications Director, any Authority-retained consultant and/or Authority's auditor. The use of any additional Capital Costs received from a new member shall be determined by the Board with input from the Emergency Communications Director, any Authority-retained consultant and/or Authority's auditor;

- D. Timely payment of all fees, costs and financial obligations required by the Agreement, an addendum or as determined by the Board;
- E. The Board's determination that the Authority can adequately serve the new member without diminishing the ability of the Authority to continue to serve the other Member Entities; and
- F. Approval by a two-thirds (2/3rds) vote of the Board.

## ARTICLE 11 WITHDRAWAL, TERMINATION AND DISSOLUTION

**11.0 Voluntary Withdrawal.** An Original Member Entity may, at any time after thirty-six (36) consecutive months after the Effective Date of the Agreement, give written notice of its intent to withdraw from the Authority, subject to the below conditions in this Section. All other Member Entities may, at any time after thirty-six (36) consecutive months after joining the Authority, give written notice of its intent to withdraw from the Authority, subject to the below conditions of this Section. Voluntary withdrawal shall be subject to the following conditions:

- A. Withdrawal shall not take effect for **twenty-four (24) consecutive months** from the date of such notification.
- B. Upon withdrawal, the withdrawing member shall continue to be responsible for:
  - (1) Its share of all Authority fees and costs through the effective date of its withdrawal or the end of its allocated share of all Authority financial obligations;
  - (2) Any contractual obligations it has signed separately with the Authority; and
  - (3) The Recapture Fee, as determined by the Board with input from the Emergency Communications Director, any Authority-retained consultant and/or Authority's auditor.

If the withdrawal results in termination of the Agreement, then the withdrawing member shall participate in the termination of the Agreement and the dissolution of the Authority as set forth herein.

### **11.1. Involuntary Withdrawal.**

- A. Upon a two-thirds (2/3rds) vote of the Board, a Member Entity's participation in the Authority may be terminated for the following reasons:
  - (1) The non-payment of any required fees, costs and other financial obligations within thirty (30) calendar days of written notice, if the non-payment is not timely resolved as provided for below.
  - (2) Conduct by the Member Entity or any of its employees, agents, contractors or representatives that violates any of the terms of the Agreement or these Bylaws or its service agreement or other applicable laws or governmental regulations.

- (3) Non-compliance with or conduct by the Member Entity or any of its employees, agents, contractors or representatives that violates any protocols, orders, directives of the Board, the Emergency Communications Director or industry standards or applicable laws or governmental regulations in regard to the operation of the Authority or the System or the participation within the System.

Prior to taking a vote to terminate for an uncured default, the Board shall provide to the Member Entity an opportunity to have its alleged default resolved pursuant to the provisions of Section 11.4 (Dispute Resolution; Negotiation) below.

- B. The non-payment of any required fees, costs and financial obligations required by the Agreement within thirty (30) calendar days of notice by the Authority as set forth herein, or the refusal or failure of any Member Entity to be bound by any obligations of the Authority, shall constitute a default under the Agreement. The default may be cured within the thirty (30) calendar days following receipt of a notice of default. Involuntary withdrawal shall be subject to the following conditions:

- (1) Withdrawal shall take effect immediately or on a date established by a vote of two-thirds (2/3rds) of the Board.
- (2) Upon withdrawal, the withdrawing Member Entity shall continue to be responsible for:
  - a. Its share of all Authority fees and costs and its allocated share of all Authority financial obligations required by the Agreement for a one (1) year period commencing as of the date that the Board votes to terminate the membership of the Member Entity;
  - b. Any contractual obligations it has signed separately with the Authority; and
  - c. The Recapture Fee.

#### **11.2. Termination and Dissolution.**

- A. If the Board determines that the withdrawal of a Member Entity reduces the number of Member Entities to less than that feasible to keep the Authority operational, or upon the vote of two-thirds (2/3rds) of the Member Entities to dissolve, then the Agreement shall be terminated as of an effective date to be determined by the Board.
- B. Upon such termination, and after payment of all debts, all assets and all liabilities of the Authority, remaining funds shall be distributed among those Member Entities who were active members of the Authority at the time of termination or dissolution, in proportion to their respective payments to the Authority during the preceding three (3) years. The Member Entities shall share equally in all costs pertaining to debts and liabilities of the Authority and any other costs associated with terminating the operations of the Authority and the dissolution of the Authority. As part of a dissolution of the Authority and a termination of the Agreement, a Recapture Fee shall be paid by those certain Member Entities who are subject to payment of the Recapture Fee as determined by the Agreement.

C. Upon such termination, and after payment of all debts and liabilities, the Member Entities shall cooperate to wind down the Authority as follows:

- (1) The fixed assets of the Authority shall be declared surplus property and sold by auction or sealed bid or as allowed by applicable law after at least a prior thirty (30) day public notice is issued. The proceeds from the sale of the fixed assets and all cash, less the payment of any and all debts and liabilities, shall be divided among the active Member Entities at the time of dissolution in proportion to their average respective Annual Service Fees paid during the preceding three (3) fiscal years. If the debts and liabilities exceed the proceeds of the sold assets, payment of the remaining debts and liabilities shall be made by contributions by all active Member Entities, at the time of dissolution, in proportion to their average respective Annual Service Fees paid during the preceding three (3) fiscal years.
- (2) All Member Entities shall share on a proportionate basis (as noted in Subsection (1) above) in the payment or satisfaction of all debts and liabilities of the Authority and any other costs, fees and charges associated with terminating the operations of the Authority and the dissolution of the Authority.
- (3) As part of a dissolution of the Authority and a termination of the Agreement, a Recapture Fee shall be paid by those certain Member Entities who are subject to the Recapture Fee. The Board, with input from the Emergency Communications Director, any Authority-retained consultant and/or Authority's auditor, will determine the value of any Recapture Fees.
- (4) All public records, individual files and documentation shall be discarded in accordance with the regulations of the Local Records Act, upon approval of the Local Records Commission, or shall be distributed to the applicable Member Entity which has jurisdiction of the subject matter of the file or documentation for retention, without charge or offset.

11.3. **Withdrawal of Member Entity or Dissolution of Authority; Surcharge Funds.** Upon withdrawal of a Member Entity or the dissolution of the Authority, all monies that are allocated or attributable to the Member Entity that are received or collected prior to or after the effective date of the withdrawal or termination to pay for the operation and maintenance of the Authority's System from any surcharge or revenue source authorized by any federal or State law, including Section 15.3 of the Emergency Telephone System Act (50 ILCS 750/15.3) and the Prepaid Wireless 9-1-1 Surcharge Act (50 ILCS 753/1 *et seq.*), shall be made available to the Member Entity for use in accordance with applicable federal or State law, but only after the allocated portion of the Member Entity's debts, liabilities and obligations pertaining to its participation in Authority or its withdrawal from the Authority or the dissolution of the Authority have been fully paid.

11.4 **Dispute Resolution; Negotiation.** The Member Entities desire to resolve any future disputes that may arise between them relative to the Agreement by avoiding termination of a Member Entity in the Authority or litigation. Accordingly, the Member Entities agree to engage in good faith negotiations to resolve any such dispute. If any Member Entity has a dispute about a violation, interpretation or application of a provision of the Agreement or these Bylaws, or if a dispute arises regarding a Member Entity's failure to comply with the terms of the Agreement or these Bylaws, then a written notice prepared by the affected party or his/her/its representative (e.g., the Board, the



Emergency Communications Director or one or more Member Entities) shall be served on the Emergency Communications Director and upon the Member Entity at issue as provided in this Agreement. The written notice shall set forth in detail the dispute, the provisions of the Agreement or these Bylaws to which the dispute is related, and all facts and circumstances pertinent to the dispute. The Emergency Communications Director then, within ten (10) calendar days of receipt of the notice or issuance of the notice, shall schedule a date to conduct a conference to resolve the dispute. Such conference shall be conducted by the Emergency Communications Director within thirty (30) calendar days after notice of the dispute has been delivered as provided herein. If a resolution is not reached within such 30-day period (or such longer period to which the Parties may mutually agree), then either Party may pursue remedies available under the Agreement or available under applicable law. The Emergency Communications Director shall update the Board on the status of such dispute resolution efforts.

## **ARTICLE 12 CONTRACTS**

- 12.0. **Execution of Contracts.** The Board may authorize any officer or agent to enter into any contract or execute and deliver any instrument in the name of and on behalf of Authority, and such authority may be general or confined to specific instances.

## **ARTICLE 13 INDEMNIFICATION**

- 13.0. **Indemnification Generally.**

- 13.1. **Individuals.** The Authority shall indemnify, defend and hold harmless any person who is made a party to any claim, lawsuit, action or proceeding by reason of the fact that he/she served as an appointed or designated or assigned representative of one of the Member Entities (e.g., treasurer, chief financial officer, finance director, fire chief, police chief, IT staff, liaison, board or committee or subcommittee member) and performed services or work for the Authority, against and from any expenses (including reasonable attorneys' fees and litigation defense costs), judgments, losses, fines and amounts paid in settlement actually and reasonably incurred in connection with such claim, lawsuit, action or proceeding, that arise from or relate to any matters covered by the Agreement and these Bylaws, or any acts or omissions in the performance of any services or work furnished by the person under the Agreement and these Bylaws, except to the extent caused by the sole negligence of the person, or to the extent caused by willful and wanton conduct of the person or any conduct that is outside of the scope of authorized and lawful duties or activities to be performed on behalf of the Authority. The determination of whether an individual acted in a willful and wanton manner or outside of the scope of authorized and lawful duties or activities to be performed on behalf of the Authority shall be made by a two-thirds (2/3rds) vote of the Board members holding office. This indemnification shall not apply to punitive damages or if indemnification would otherwise be prohibited by law or if the alleged acts or omissions constitute willful and wanton conduct by a person seeking indemnification or such person acted outside of the scope of authorized and lawfully duties or activities to be performed on behalf of the Authority.
- 13.2. **Member Entity or Member Entities.** Section 15.1 of the Act (50 ILCS 750/15.1), as presently in effect, and as amended by Public Act 99-006 (effective July 2, 2015), provides immunity to a public agency, public safety agency, emergency telephone system board, or unit of local government assuming the duties of an emergency telephone system board, as well as any officer, agent or employee of such entity. As applicable, the Authority agrees to assert all available immunity

defenses to any claim, action, suit or proceeding that relates to any matter covered by the Agreement or these Bylaws filed against the Authority and its officials, officers, employees, agents, representatives and volunteers and any of its Member Entities and their respective appointed and elected officials, employees, agents, representatives and volunteers. To the extent such indemnification is required by Section 15.1 of the Act (50 ILCS 750/15.1) and in accordance with insurance coverage limitations of the Agreement, the Authority shall indemnify, defend and hold harmless any Member Entity who is made a party to any claim, lawsuit, action or proceeding by reason of the Member Entity's participation in the Authority or any of its actions taken under the Agreement or the performance of any services or work by any of the officials, officers, employees, agents, representatives and volunteers who perform any duties for the Authority in any appointed, designated or assigned capacity as a Member Entity's "representative" or any actions taken by other Member Entities or their representatives or other third parties, against and from any expenses (including reasonable attorneys' fees and litigation defense costs), judgments, losses, fines and amounts paid in settlement actually and reasonably incurred in connection with such claim, lawsuit, action or proceeding, that arise from or relate to any matters covered by the Agreement and these Bylaws, or the Member Entity's participation in the Authority or any of its actions taken under the Agreement and these Bylaws or any acts or omissions in the performance of any services or work furnished by any of its representatives for the Authority or any acts or omissions in the performance of any services or work furnished by other Member Entities or their representatives or other third parties, except to the extent caused by the sole negligence of the Member Entity or its representative, or to the extent caused by willful and wanton conduct of the Member Entity or its representative or any conduct that is outside of the scope of authorized and lawful duties or activities to be performed on behalf of the Authority. The determination of whether a Member Entity or its representative acted in a willful and wanton manner or outside of the scope of authorized and lawful duties or activities to be performed on behalf of the Authority shall be made by a two-thirds (2/3rds) vote of the Board members holding office. This indemnification shall not apply to punitive damages or if indemnification would otherwise be prohibited by law or if the alleged acts or omissions constitute willful and wanton conduct by a Member Entity or its representative (its officials, officers, employees, agents, representatives and volunteers) seeking indemnification or such Member Entity or its representative acted outside of the scope of authorized and lawful duties or activities to be performed on behalf of the Authority.

- 13.3. **Not Employees of Authority.** The officials, officers, employees, agents, representatives and volunteers of any Member Entity who perform any duties for the Authority in any appointed, designated or assigned capacity as a Member Entity's "representative" shall not be employees of the Authority and shall not be eligible for any kind of employment benefits from the Authority, including but not limited to unemployment, disability or pension benefits, and worker's compensation benefits, Illinois Public Employee Disability Act ("PEDA") benefits, and Illinois Public Safety Employee Benefits Act ("PSEBA") benefits.
- 13.4. **Member Entities Responsible for Own Employment Benefits Liabilities.** Each Member Entity shall be responsible for all employment benefits and related liabilities, unemployment, disability or pension benefits and related liabilities, worker's compensation claims and related liabilities, PEDA claims and related liabilities, PSEBA claims and related liabilities that pertain to or arise from any of its employees, officials, officers, volunteers or agents who perform any services or work for the Authority in any appointed, designated or assigned capacity as the Member Entity's "representative" (e.g., treasurer, chief financial officer, finance director, fire chief, police chief, IT staff, liaison, director, officer, board or committee member).
- 13.5. **Waiver of Claims.** Each Member Entity waives and releases all claims, actions and causes of

actions of any kind, including all liabilities, obligations, damages, losses, judgments and expenses of any kind, that is has or could have against the Authority or any of its other Member Entities relating to any employment benefits and related liabilities, unemployment, disability or pension benefits and related liabilities, worker's compensation claims and related liabilities, PEDDA claims and related liabilities, PSEBA claims and related liabilities that relate to or arise from any of its employees, officials, officers, volunteers or agents who perform any services or work for the Authority in any appointed, designated or assigned capacity as the Member Entity's "representative" (e.g., treasurer, chief financial officer, finance director, fire chief, police chief, IT staff, liaison, director, officer, board or committee member).

- 13.6. **Indemnification – Mutual Obligations.** To the fullest extent permitted by law, each of the Member Entities agrees to defend, indemnify and hold harmless each of the other Member Entities and their respective appointed and elected officials, employees, agents, representatives and volunteers from and against any and all claims, demands, losses, damages, causes of action or liabilities of any nature whatsoever, including reasonable attorney's fees and litigation expenses, arising out of, in whole or in part, or in connection with or in consequence of any act or omission on the part of the Member Entity, or its respective appointed and elected officials, employees, agents, representatives and volunteers, in the performance of or with relation to any of the actions, work or services to be performed or performed under the Agreement and these Bylaws, including any actions, work or services performed by the Authority and any of its appointed officials, employees, agents and representatives, including the members of the Authority, except to the extent caused by the sole negligence of or willful and wanton conduct of one or more of the other Member Entities, or its respective appointed and elected officials, employees, agents, representatives and volunteers.
- 13.7. **Indemnification – New Member Entities.** Each new Member Entity shall be obligated to sign an addendum to the Agreement in order to participate in the Authority, and shall be obligated to comply with all of the terms of the Agreement and these Bylaws, as amended, including the above Indemnification provision or any amendments thereto.

#### **ARTICLE 14**

##### **PUBLIC WORKS / ESDA / ADMINISTRATIVE DISPATCHING**

- 14.0. **Other Dispatching Services.** Subject to an evaluation by the Board of the Authority's capabilities and its ability to deliver such dispatching services and their associated additional costs to the Authority, each Member Entity may receive public works services, management services and/or administrative services from the Authority, in the discretion of the Board. If there are additional costs to deliver such dispatching services, the Board shall determine the allocation of payment of such costs based on a recommendation of the Emergency Communications Director and any Board subcommittee established to study the matter.

#### **ARTICLE 15**

##### **LEAD AGENCY**

- 15.0. **Lead Agency.** Subject to approval by the Board, the Authority may serve as lead agency in grant or loan applications or other intergovernmental cooperative arrangements for lawful, public purposes involving the Authority and other third parties, including any of its Member Entities.

- 15.1. **Intergovernmental Arrangements.** Subject to approval by the Board, the Authority may enter into appropriate intergovernmental agreements with one or more Member Entities or with other third parties for any lawful, public purposes.

## **ARTICLE 16 MISCELLANEOUS**

- 16.0. **Limitation of Liability.** The liabilities, contracts, obligations, debts and property of the Authority shall not be considered in any way a liability, contract, obligation, debt or property of the individual Member Entities which together form the Authority. No officer, agent, employee or director of the Authority shall have any authority under the Agreement and these Bylaws to obligate or extend the contractual liability of any Party hereto in any manner not approved by the Board.
- 16.1. **Duration.** The Agreement and the Authority shall continue in effect until terminated as provided herein.
- 16.2. **Remedies.** Since the purpose of the Agreement and these Bylaws is to provide communications services on an ongoing basis, money damages or termination of the Agreement will not be an adequate remedy in the event of a default. Accordingly, the Parties hereto explicitly agree that any one or more Parties hereto aggrieved by the default hereunder of any one or more other Parties shall be entitled, upon a proper showing of default, to a decree of specific performance of any covenant hereunder from a court of competent jurisdiction and that the alleged adequacy of legal remedies shall not be a defense in an action for specific performance. Nothing in the Agreement and these Bylaws shall be construed to deprive an aggrieved party of any remedy afforded by law. Before filing any litigation, the Member Entities agree to first attempt to resolve any dispute or conflict by participating in good faith in the dispute resolution process set forth in Section 11.4 (Dispute Resolution; Negotiation) above.
- 16.3. **Assignment.** The rights or obligations of each Member Entity under the Agreement and these Bylaws may not be assigned, unless the assignment is to a successor entity of the Member Entity and the successor entity and the Authority approve an addendum to the Agreement that obligates the successor entity to fulfill all of the obligations of the Member Entity under the Agreement and these Bylaws.
- 16.4. **Severability.** If any part of the Agreement or these Bylaws is determined to be invalid by a court of law, such adjudication shall not affect the validity of the Agreement and these Bylaws as a whole or of any other part.
- 16.5. **Notices.** Any notice required under the Agreement and these Bylaws shall be in writing and deemed to be given on the date of mailing if sent by registered or by certified mail, return receipt requested, or via facsimile to the address or addresses of the Parties' principal administrative offices addressed to the Mayor or Village President or the Village Administrator/Village Manager. Such notices may also be delivered by messenger delivery, overnight express mail or personal delivery. Electronic notice (via email) may be used for any administrative matters, including, but not limited to, meeting reminders and distribution of agenda packets.
- 16.6. **Headings.** Section headings and titles are descriptive only and do not in any way limit or expand the scope of the Agreement and these Bylaws.

**ARTICLE 17  
AMENDMENT TO THE BYLAWS**

17.0 **Amendments.** See Section 3 of the Agreement.

**ARTICLE 18  
EFFECTIVE DATE**

18.0 These Bylaws shall go into effect immediately upon approval of the Agreement by the Board.

**IN WITNESS WHEREOF**, the Parties hereto have set their hands and seals on the respective dates set forth below. The Agreement may be executed in duplicate originals.

**CITY OF FAIRBURY, ILLINOIS**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

[SEAL]

Date: \_\_\_\_\_

**CITY OF PONTIAC, ILLINOIS**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

[SEAL]

Date: \_\_\_\_\_

**CITY OF STREATOR, ILLINOIS**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

[SEAL]

Date: \_\_\_\_\_

**VILLAGE OF DWIGHT, ILLINOIS**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

[SEAL]

Date: \_\_\_\_\_

**COUNTY OF LIVINGSTON, ILLINOIS**

By: \_\_\_\_\_

[SEAL]

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_